

# Standard Booking Terms and Conditions

*Applicable to all Cruise Packages booked in the USA and Canada and/or booked through MSC Cruises (USA) Inc.*

**THESE ARE THE BOOKING TERMS AND CONDITIONS WHICH APPLY TO YOUR CRUISE AND CRUISE PACKAGE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM. WHEN VIEWING THESE BOOKING TERMS AND CONDITIONS ON OUR WEBSITE, THE PROVISIONS UNDER THE HEADING “USEFUL INFORMATION” FORM PART OF THESE BOOKING TERMS AND CONDITIONS AND ARE LEGALLY BINDING ON YOU ALONG WITH ALL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE. PASSENGER’S ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 6, 7, 9, 10, 13, 16, 20, 25 AND 26 OF THESE BOOKING TERMS AND CONDITIONS WHICH LIMIT THE COMPANY AND CARRIER’S LEGAL LIABILITY AND EFFECT OR LIMIT YOUR LEGAL RIGHTS. SOME PROVISIONS MAY VARY BY ITINERARY.**

All Cruise Packages featured in the Company’s brochure and/or in the Official Website are offered for sale by the Carrier MSC Cruises S.A., hereinafter referred as the “Company”. The ticketing agency for Carrier in the USA and Canada is MSC Cruises (USA) Inc.

In these Booking Terms and Conditions the following expressions shall have the meanings defined hereunder:

**“Booking”** means the steps taken by the Passenger or their agent to enter into a Contract with the Company.

**“Booking Terms and Conditions”** means these terms and conditions and the information contained in the relevant Company’s brochure, the Official Website and/or other information which will form the express terms of your Contract with the Company, including provisions listed under the heading “USEFUL INFORMATION” on our website. Your Cruise Package is also subject to the Conditions of Carriage for your voyage. In the case of any conflict between these Booking Terms and Conditions and the Conditions of Carriage, the terms of the Conditions of Carriage shall prevail.

**“Carrier”** means the entity who has undertaken the obligation to carry the Passenger from one place to the other as indicated in the Cruise ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as “carrier”. For the cruise portion of your Cruise Package, the Carrier is MSC Cruises, S.A.

**“Combined Tour”** means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, the Combined Tour shall always be considered as a single and indivisible Holiday Package. All terms and references to a Cruise and or Holiday Package shall include and be equally applicable to a Combined Tour unless otherwise stated. References to price are references to the total price paid for the Combined Tour.

**“Company”** means MSC Cruises S.A. whose registered address is 40, Eugene Pittard, CH-1206 Geneva, Switzerland who organizes Cruise Packages and sells or offers them for sale, whether directly or through a Sales Agent. All benefits, rights, and privileges of the Company provided herein or in the Conditions of Carriage shall apply also to all subsidiaries, parent

companies, sales agents and affiliates of the Company, to all concessionaires operating onboard, and to the vessel, her officers, staff and crew.

**“Conditions of Carriage”** means the terms and conditions under which the Carrier provides transport either by air, road or sea. The Conditions of Carriage may refer to the provisions of the law of the country of the Carrier and/or international conventions which may limit or exclude the liability of the Carrier. Copies of the Conditions of Carriage of any Carrier are available to the Passengers upon request. Click here to view the Conditions of Carriage for the cruise portion of any Cruise Package.

**“Contract”** means the contract concluded between the Company and the Passenger relating to the relevant Cruise Package which is evidenced by the issue of the confirmation invoice sent by the Company or its Sales Agent to the Passenger.

**“Cruise”** means the transport by sea and the stay onboard a MSC Cruises vessel (as described in the relevant Company’s brochure, the Official Website or other documentation produced for or on behalf of the Company), which – if not purchased with pre- or post-Cruise services – can be considered by itself as a Cruise Package.

**“Cruise Package”** means the Cruise, any onboard amenity packages purchased or included, and whether or not in combination with flight(s) and/or any pre- and/or post-Cruise arrangement for accommodation. It does not include Shore Excursions or shuttle services, which do not form part of the inclusive Cruise Package price.

**“Force Majeure”** means any unforeseeable and unpredictable event out of the Carrier’s or the Company’s control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, pandemics, health risks, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any unforeseen technical problems with transport including changes due to rescheduling or cancellation or alteration of flights, closed or congested airports or ports.

**“Grand Tour”** means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Cruise Package. For any relevant purposes, the Grand Tour shall always be considered as a single and indivisible Cruise Package. All terms and references to a Cruise, Cruise Package and or Cruise Package shall include and be equally applicable to a Grand Tour unless otherwise stated. References to price are references to the total price paid for the Grand Tour. Grand Tour will no longer be available starting Summer 2020.

**“Official Website”** means the set of related web pages, documents and hypertext links served from the web domain [www.msccruisesusa.com](http://www.msccruisesusa.com).

**“Passenger”** means each and every person, including minors, named either on the Booking confirmation or on the invoice or on a ticket issued by the Company.

**“Passenger Travel Agent”** means any travel agent or non-Company owned website used by the Passenger in booking their Cruise Package. Passenger Travel Agent acts as agent

of the Passenger with authority to bind the Passenger to these Booking Terms and Conditions, to the Conditions of Carriage, and in making the arrangements for the Passenger's Cruise Package including any related travel, lodging and shore excursions and tours. Carrier and Company are not responsible for any representation or conduct made by the Passenger Travel Agent, including but not limited to, any failure to remit Passenger's deposit or other monies to Company or Carrier, for which Passenger shall at all times remain liable, or any failure to remit a refund from Carrier or Company to Passenger. Passenger acknowledges that their Passenger Travel Agent acts solely as the Passenger's agent, and not as agent for Company or Carrier. Receipt by Passenger's Travel Agent of these Booking Terms and Conditions, the Conditions of Carriage, or of any other communications, notices or information from Company or Carrier shall constitute receipt of such materials by the Passenger. Carrier is not responsible for the financial condition or integrity of any Passenger Travel Agent. In the event that the Passenger Travel Agent fails to remit Passenger's monies to the Company or Carrier, the Passenger in all such circumstances remains liable for the monies due.

**"Passengers with Disabilities or Reduced Mobility"** means any Passenger whose mobility is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) or as a result of age, or any Passenger who has any intellectual or psychosocial disability or impairment, or any other cause of disability or impairment, and who needs appropriate attention and adaptation of the services made available to all Passengers to suit his/her particular needs.

**"Refund"** means a return of all or part of the Cruise Fare and is applicable only on the conditions described herein. A Refund may, at Carrier's sole option, be issued in the form of a cruise credit certificate redeemable for a future cruise and valid for a period of at least one year from the date of issuance and which shall have no cash value. In the event of a Refund of government taxes or fees, such amount may, at Carrier's sole option, be issued in the form of a credit certificate for future government taxes or fees on a future booking, however if the certificate is not used within the time period specified on the certificate, Passenger shall be entitled to a cash refund of government fees and taxes actually paid.

**"Sales Agent"** means the person or travel agency that sells or offers for sale the Cruise Package put together by the Company, on its own or on behalf of the Company. For Cruise Packages sold in the USA and Canada, the Company's Sales Agent is MSC Cruises (USA) Inc., which acts as sales agent only and is not the Carrier.

**"Section"** means all paragraphs and sub-paragraphs which appear under any heading in these Booking Terms and Conditions.

**"Shore Excursion"** means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Cruise Package and is offered for sale by the Company or onboard its vessels. Shore Excursions are operated by independent third parties and are not under the operational control of the Company.

**"World Cruise"** means the tour of the world prearranged by the Company and offered for sale as a single Cruise Package. For any relevant purposes, the World Cruise shall always be considered as a single and indivisible Cruise Package. All terms and references to a Cruise and or Cruise Package shall include and be equally applicable to a World Cruise unless otherwise stated. References to price are references to the total price paid for the World Cruise.

## **1. BOOKING PROCEDURE AND DEPOSIT**

In order to proceed with a Booking, the Passenger must contact the Company or one of the Company's authorized Sales Agents or representatives.

By booking a Cruise Package, the person making the Booking confirms, agrees and accepts that all persons named in the Booking request and on the invoice have agreed to be bound by these Booking Terms and Conditions and Conditions of Carriage, and that he/she has authority to accept these Booking Terms and Conditions and Conditions of Carriage on behalf of all the persons named on the Booking request and invoice.

For all cruises (excluding World Cruise and MSC Yacht Club) a deposit equal to: cruises 5 nights or less - \$99 per adult or \$198 per stateroom; cruises 6-14 nights - \$199 per adult or \$398 per stateroom; cruises 15 nights or more - \$300 per adult or \$600 per stateroom (based on double occupancy), is due and payable by the Passenger at time of Booking.

For the World Cruise, a non-refundable deposit equal to 15% of the price of the Cruise Package is due and payable by the Passenger within the first week starting from the date of the Booking confirmation.

For MSC Yacht Club Bookings, a non-refundable deposit equal to: cruises 5 nights or less - \$99 per adult or \$198 per stateroom; cruises 6-14 nights - \$199 per adult or \$398 per stateroom; cruises 15 nights or more - \$300 per adult or \$600 per stateroom (based on double occupancy), is due and payable by the Passenger at time of booking.

Children 17 and under sailing as the 3<sup>rd</sup> or 4<sup>th</sup> guest in a stateroom do not require an additional deposit.

A Booking will be completed and the Contract will be effective only when the Company accepts the Booking by sending a confirmation invoice to the Passenger or to the Passenger Travel Agent.

## **2. CONTRACT AND FINAL PAYMENT**

Every Cruise Package is subject to availability at the time of Booking. No Contract shall be made until the deposit or the full amount (according to the present Booking Terms and Conditions) is paid and the confirmation invoice provided to the Passenger or the Passenger Travel Agent.

Full payment is required no later than 90 days prior to departure.

If the Booking application is made within 90 days prior to departure, then full payment must be sent at the time of Booking.

If any Passenger fails to pay the balance by the option date given at time of Booking (option dates can vary from one to seven days from Booking date depending on sailing demand) or by the 90 day deadline, the Company has the right to cancel the Booking without notice and levy cancellation charges in accordance with Section 12 entitled "Cancellation and Changes by the Passenger" below, whether the Cruise Package is resold or not.

The cruise prices do not include: government taxes and fees, gratuities, transportation to or from the ship, shore excursions, sightseeing or meals ashore, meals outside the main dining rooms and buffet areas, laundry, wine, beer, liquors, cocktails, soda, mineral water, medical expenses, spa, beauty salon, gaming, onboard shopping, service charges or any other items of a personal nature.

### **3. PRICES AND PRICE GUARANTEE**

No change to the Cruise Package price will be made within the 20-day period before departure or once full payment has been received by the Company, whichever comes first.

Prior to 20 days before departure or receipt of full payment, the Company reserves the right to modify the Contract price to allow for variations of: (a) air transportation costs; (b) fuel costs for the propulsion of the vessel; (c) dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports; and (d) the exchange rates relevant to the Cruise Package. Variations may be upwards or downwards. For air transportation costs, any variation of the Cruise Package price will be equal to the extra amount charged by the airline. For fuel costs, any variation of the Cruise Package price will be equal to 0.33% of the price of the Cruise for every dollar of increase of the fuel per barrel (NYMEX Index). For dues, taxes or fees, any variation of the Cruise Package price will be equal to the full amount of the fees.

### **4. INSURANCE**

The Company strongly recommends that every Passenger should have an adequate travel insurance policy which covers them sufficiently for Cruise Package cancellation, medical assistance and expenses, loss and/or damage of the luggage, from the time the Contract has been confirmed as Booked to the end of the Cruise Package. Passengers are advised to check their available coverage as many domestic health insurance plans do not cover medical expenses or medical evacuation charges outside of the Passenger's home country.

### **5. PASSPORT AND VISAS**

Passengers must hold fully valid passports for the whole duration of the Cruise Package with a passport expiration date at least 6 months after the return date. Certain countries, including the USA and Russia, require machine-readable and digital photo passports. It is the sole responsibility of the Passenger to determine what visas, health certificates or other travel documents may be required for their specific itinerary, to obtain such required travel documents prior to commencing travel, and to present them upon embarkation onboard Carrier's vessel. Passengers lacking required travel documents may be denied boarding and shall be entitled to no refund or compensation of any kind as a result of such denied boarding. Passenger agrees to indemnify and reimburse Carrier for any fine or other costs incurred by Carrier as a result of Passenger's failure to have all required travel documentation or noncompliance with applicable regulations and Passenger authorizes Carrier to charge such amounts to Passenger's stateroom account and/or credit card.

Passengers are strongly advised to check all legal requirements for travelling abroad and at the various ports including the requirements relating to visas, immigration, customs and health.

## **6. FITNESS TO TRAVEL**

Safety is of paramount importance to the Company. Travel by sea involves certain inherent risks including vessel movement due to weather and sea conditions beyond the Carrier's control and the inherent delay or impossibility of obtaining specialized medical care while at sea. All Passengers warrant that they are fit to travel on their intended itinerary and Cruise Package; that their conduct or condition will not impair the safety or convenience of the vessel, aircraft, and other Passengers; and that they can be carried safely in accordance with applicable safety requirements and guidelines.

Any Passenger with a condition that may affect their fitness to travel, taking into account the vessel's itinerary, must inform the Company at the time of Booking.

The Company and/or the Carriers have the right to request the Passenger produce a medical certificate supporting the Passenger's fitness to travel, however such certificate does not guarantee that Passenger will be able to embark or will not be disembarked as may otherwise be provided in this Section.

Company's vessels do not have medical facilities for pre-natal care nor facilities or equipment for childbirth. Pregnant women are encouraged to seek medical advice before travelling and at any stage of their pregnancy must obtain a medical certificate from a doctor which (a) confirms their fitness to travel on board the vessel taking into account the specific itinerary, and (b) confirms that the Passenger will be not be 24 or more weeks pregnant by the end of the Cruise. The Company cannot accept a Booking and the Carrier cannot carry any Passenger who will be 24 or more weeks pregnant by the end of the Cruise.

The Company and the Carrier expressly reserve the right to refuse boarding rights to any Passenger who appears to be in any advanced state of pregnancy or who does not provide the required medical certificate as provided in this Section. Neither the Company nor Carrier shall have any liability or owe any refund to any Passenger who is denied boarding as a result of being 24 or more weeks pregnant or for failing to have the required medical certificate.

Passengers who become pregnant or discover they are pregnant after Booking, must notify the Company in writing within seven (7) days of discovery of their condition. Provided notice is timely given in compliance with this Section, and provided the Passenger did not know and could not reasonably have known of their pregnancy at the time of Booking, then the Company will offer the Passenger the choice of Booking another Cruise of equivalent cost from the Company's brochure and/or from the Official Website, which Cruise would be compliant with the above mentioned terms, if available; or cancelling and receiving a full refund of the full price paid by that Passenger. This refund does not include insurance premiums paid, which are in all cases non-refundable.

If it appears to the Carrier, the Master or the ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger the health or safety of themselves or others, likely to be refused permission to disembark at any port, or likely to render the Carrier liable for maintenance, support or repatriation, then the Master shall have the right to refuse to embark the Passenger at any port or disembark the Passenger at any port or transfer the Passenger to another berth or cabin. The doctor onboard shall have the right to administer first aid and any drug, therapy or other medical treatment and/or to admit and/or confine the Passenger to the ship's medical center or other similar facility, or to their cabin, if such

measure is considered necessary by the ship's doctor and is supported by the Master's authority. Refusal by the Passenger to cooperate with regard to such treatment or confinement may result in the Passenger being disembarked at any port, if necessary through the intervention of local police officers or other competent authorities, and neither the Company nor the Carrier shall have any liability nor be liable for any loss, expense, refund or compensation to the Passenger in the event of such confinement or disembarkation pursuant to the provisions of this Section.

## **7. PASSENGERS WITH DISABILITIES OR REDUCED MOBILITY, MEDICAL CONDITIONS AND/OR SPECIAL NEEDS.**

The Company supports the rights of individuals with disabilities to travel on its Cruise Packages and to make their own decisions regarding the suitability of their proposed travel in consideration of their individual disabilities and special needs. Passengers with Disabilities or Reduced Mobility are encouraged to contact the Company or Carrier in advance of Booking to determine the specifications of passenger cabins and other facilities of the vessel, port facilities, and expected modes of embarkation and disembarkation at each port.

Passengers with Disabilities or Reduced Mobility, or any Passenger who may require special accommodation or medical treatment during the Cruise Package, must provide full details of their condition and any anticipated special needs to the Company in writing at the time of Booking, including if the Passenger (a) requires an accessible cabin; (b) has any special restaurant seating requirements, special dietary requirements or food allergies; (c) intends or needs to bring any wheelchair, mobility scooter, or medical equipment on board; (d) intends to bring an assistance dog on board the vessel (please note that assistance dogs are subject to national regulations, may not be allowed ashore in all ports, and can be subject to quarantine by local officials in ports of call if carried onboard the vessel). If such condition arises after the time of Booking, then the Passenger must notify the Company in writing as soon as practical after the condition is discovered.

By booking passage, Passenger acknowledges and understands that both sea conditions and certain international, foreign or local safety regulations, requirements, or standards regarding construction or operation of the vessel, tenders, port facilities, anchorages or other facilities on or off the vessel may restrict access to certain facilities for Passengers with Disabilities or Reduced Mobility. Passengers requiring the use of a wheelchair or mobility scooter must furnish their own standard size collapsible wheelchair or mobility scooter during the whole Cruise Package. Mobility scooters are subject to size and weight limits and may not be parked in vessel hallways. Passenger's personal scooter should be able to fit in a standard stateroom with a limited entry doorway (as narrow as 26 inches, depending on the ship). If a Passenger's scooter is larger than this, the Company recommends the Passenger book a handicap (H) stateroom or rent a smaller scooter.

Aside from available medical services in the ship's medical center, for which customary charges apply, Carrier is unable to provide specialized one-to-one personal care or supervision.

The Company shall not be liable for any injury, loss or damage arising from Passenger's failure to provide timely written notice of any condition or special need pursuant to this Section.

The Company, Carrier and Master reserve the right to refuse to carry any Passenger who in the opinion of the Company or Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise.

In some ports, it is necessary to anchor offshore and use tenders to take Passengers ashore. In order to access tenders, Passengers may be required to ascend and descend steps, traverse a moving gap between the platform and the tender (which can be approximately 1.5ft) and which may have a moving height differential, and walk to a seat inside the tender, which can experience significant sea movement. Passengers should carefully consider their ability to embark and use the tenders safely before making their way down to the tender platform, taking into consideration all of the above conditions. Mobility scooters or wheelchairs or other devices may not be carried by the crew into the tender. Carriage by tender may be refused by the Master or any of his officers in the interest of safety.

Passengers should remain seated at all times once onboard the tender and upon docking of the tender should stand only when instructed by the tender's crew. There will be crew members there to guide and steady Passengers as they embark and disembark, but such crew members cannot support, lift or carry Passengers.

## **8. PUBLIC HEALTH QUESTIONNAIRE**

The Company and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire. The Passenger shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness and H1N1. The Carrier may deny boarding to any Passenger that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus and H1N1. Refusal by a Passenger to complete the questionnaire may result in denied boarding.

In the interests of public health and safety, the ship's doctor and Master may confine any Passenger to their cabin or to the medical center. Company and Carrier shall have no liability and shall owe no refund or compensation to any Passenger who is denied boarding or confined to the medical center or their cabin pursuant to this Section.

## **9. FOOD ALLERGIES**

Passengers are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Passenger has any known allergies, or is intolerant to any food, he/she is required to inform the Company at the time of Booking (by duly filling out a specific form) and further to report such allergy or intolerance to the Maître d'hôtel as soon as possible after boarding the ship and prior to consuming any food or beverage onboard. Due to the nature of restaurants onboard and the possibility of cross contamination between foods both onboard and prior to delivery to the Vessel, the Company and Carrier cannot guarantee a 100% allergy free zone and is not liable in the event of Passenger's exposure to any food or beverage item.

While the Company will take reasonable care to accommodate guest's specific food or ingredient allergy or sensitivity if notified in writing and again onboard as required under this Section, the Passenger is ultimately responsible to ensure they do not consume food or beverage items containing any ingredient to which they have an allergy or sensitivity. If in



any doubt, Passenger is advised to request an ingredient list for any food or drink item before consumption, and/or request to confer with the bartender, chef or Maître d'. The Company and Carrier are not responsible for any illness, death, loss or injury arising from exposure to such items if notice is not given pursuant to this Section.

## **10. MEDICAL ASSISTANCE**

Passengers are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses.

There is a qualified doctor onboard and a medical center equipped to provide first aid and treatment of minor conditions onboard. The Passenger hereby acknowledges and accepts that the medical center is not equipped as a land-based hospital and the doctor is not a specialist. Due to the inherent limitations of shipboard medical care, Passengers who obtain medical care onboard are advised to promptly follow up with an applicable medical specialist ashore. Due to the nature of travel by sea, evacuation from the vessel may be delayed or impossible and is not feasible from all regions where the vessel sails. Neither the Company, nor the Carrier, nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition nor for any delay or unavailability of evacuation.

Neither the Company nor the Carrier supervise the medical treatment provided to Passengers. Neither the Company nor the Carrier shall be liable as a result of any loss, injury or death arising from or related to medical care, treatment, diagnosis, or medications provided to Passengers either onboard the vessel or ashore. All health, medical or other personal services in connection with the Cruise Package are provided solely for the convenience of Passengers, who may be charged for such services.

Passengers accept and use medicine and medical treatment at their sole risk and expense without liability or responsibility of the Company or Carrier. Passenger agrees to indemnify the Company and Carrier for all medical or evacuation costs or expenses incurred. Doctors, nurses, and other medical or service personnel onboard the vessel are Independent Contractors and work directly for the Passenger. Doctors, nurses, and other medical or service personnel shall not be considered to be acting under the control or supervision of the Company or Carrier, and shall not be considered employees, actual or apparent agents, servants, or joint venturers of Company or Carrier. Neither the Company nor Carrier supervise the medical treatment of Passengers provided onboard and will not be liable for the consequences of any examination, advice, diagnosis, medication, or treatment. Due to the limited medical facilities and equipment onboard, Guests are advised to always follow up with their doctor ashore for any condition originally treated onboard.

The Passenger acknowledges that while there is a qualified doctor onboard the vessel, it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise and the Passenger will be responsible for paying for onboard medical services.

In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or the Master for medical treatment. Neither the Carrier nor the Company make any representation or accept any responsibility regarding the quality of the available medical facilities or treatments at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port. Neither the Company nor the Carrier makes any representations or warranties in relation to the standard of medical treatment ashore.

The doctor's professional opinion as to the fitness of the Passenger to board the vessel or to continue the Cruise is final and binding on the Passenger.

It is recommended that medical advice is sought before Booking for children who will be under one year of age at the time of the Cruise Package. The provisions of Section 6 of these Booking Terms and Conditions and the requirement of fitness to travel are applicable to all Passengers including infants.

## 11. MEDICAL EQUIPMENT

It is important that Passengers contact the manufacturer or supplier to ensure that any medical equipment they intend to bring on board is safe to use and is compatible with the electrical system onboard the vessel. It is the responsibility of the Passengers to arrange delivery to the docks prior to departure of all medical equipment and to notify the Company prior to Booking if they need to have medical equipment on board so that the Company and the Carrier can ensure that the medical equipment can be carried safely.

It is the Passenger's responsibility to ensure that all medical equipment is in good working order and to arrange for enough equipment and supplies to last the entire voyage. The ship does not carry any replacement equipment or supplies, and access to shore-side care and equipment may be difficult, impossible or expensive. Passengers must be able to operate all equipment independently.

## 12. CANCELLATION AND CHANGES BY THE PASSENGER

Cancellation of the Booking must be requested in writing (registered letter, email or fax) from the Passenger or Passenger's Travel Agent and received by the Company. All tickets issued and the confirmation invoice must be returned together with the notice of cancellation.

To cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:

CRUISES LESS THAN 15 NIGHTS***		CRUISES 15 NIGHTS OR LONGER***	
89 – 61 days to departure	Deposit non-refundable	109 – 61 days to departure	Deposit non-refundable
60 – 46 days to departure	50% penalty	60 – 46 days to departure	50% penalty
45 – 16 days to departure	75% penalty	45 – 30 days to departure	75% penalty
15 – 0 days to departure	100% penalty	30 – 0 days to departure	100% penalty

MSC Yacht Club	
120-90 days prior to departure	Deposit Non-Refundable
89-60 days prior to departure	50% penalty
59-30 days prior to departure	75% penalty
29-0 days prior to departure	100% penalty

WORLD CRUISE 2020	
120 days or longer	15% penalty*

119-60 days prior to departure	25% penalty
59-15 days prior to departure	50% penalty
14-10 days prior to departure	75% penalty
9-0 ** days prior to departure	100% penalty

<b>WORLD CRUISE 2021</b>	
120 days or longer	15% penalty*
119-60 days prior to departure	25% penalty
59-15 days prior to departure	50% penalty
14-10 days prior to departure	75% penalty
9-0 ** days prior to departure	100% penalty

\* or loss of deposit whichever is greater.

\*\* “no-show” upon departure or breaking of Cruise Package (disembarkation prior to termination of the voyage) shall be considered as a cancellation made on the day of departure subject to a 100% cancellation charge.

\*\*\* excluding the World Cruise

For avoidance of doubt, the above cancellation charges are applied on the fares, excluding taxes.

In case of a partial Booking cancellation whereby one or more Passengers have cancelled their Cruise Package, leaving one Passenger to occupy the cabin after the cancellation of the other Passenger(s), the remaining Passenger occupying the cabin for single use will be assessed a 100% single surcharge.

It may be possible for the Passenger to claim these cancellation charges from his/her travel insurance provider, subject to any applicable deductibles. It is the Passenger’s responsibility to make such a claim under the terms of his/her insurance policy. Neither Carrier nor Company have any liability under the travel insurance policy in the event of cancellation.

The Passenger may request the cancellation of a Grand Tour, but such a cancellation shall always apply to the whole Cruise Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Grand Tour.

The Company may, in its sole discretion, waive the fees mentioned in this Section 13 if in the Company’s determination the cancellation is due to Force Majeure circumstance occurring at the place of destination or its immediate vicinity and which Force Majeure circumstance significantly affects the performance of the Cruise Package, or which significantly affects the carriage of Passengers to the destination.

From time to time, the Company may offer a discounted fare with non-refundable deposit. This deposit does not follow the above cancellation policy and takes immediate effect upon transaction.

No refund will be issued if a Passenger voluntarily or involuntarily does not show up for their cruise, is denied boarding for any reason including failure to provide required travel documents, passport or visa, terminates his/her cruise before the scheduled disembarkation date, or is disembarked pursuant to paragraphs 6 or 18. Cruise contracts are non-

transferable. A name change fee of \$75 per name change will apply for any name change made within 89 days prior to sailing. Limit of one name change per reservation. More than one name change or a cruise date change is considered a reservation cancellation and is subject to the above cancellation charges. Cancellation charges are assessed on total fares, which include cruise fare, air add-ons, hotel packages and any other additional services arranged through MSC Cruises, S.A. or MSC Cruises (USA), Inc. Government taxes and fees will be refunded. Please note that hotels have their own cancellation policies and charges.

MSC Cruises, S.A. and MSC Cruises (USA), Inc. offer vacation insurance at the time of Booking. The Company recommends that every Passenger should have adequate insurance, which covers them sufficiently for cruise cancellation, medical assistance and expenses, and loss and/or damage to luggage.

### **13. BOOKING CHANGES EFFECTED BY THE COMPANY**

Arrangements for the Cruise Package are made many months in advance by the Company. The Company expressly reserves the right to change the arrangements for the Cruise package, should such changes become necessary or advisable for operational, commercial or safety reasons. Changes to one or more ports on the vessel's scheduled itinerary may occur from time to time for a variety of reasons including but not limited to storms or hurricanes, rescue of others at sea, medical emergencies requiring vessel diversion, strikes or civil disruption or medical quarantine ashore. Changes to one or more ports shall not be considered a Booking Change under this Section.

In the event of a significant alteration to an essential term of the Contract, the Company will inform the Passenger or the Passenger's Travel Agent of such change in writing as soon as reasonably possible. In such circumstances, the Passenger will be offered the choice of (a) accepting the alteration; (b) booking another Cruise package from the Company's brochure and/or from the Official Website of equivalent quality, if available; or (c) booking another Cruise package from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price.

The notification of alteration will specify a reasonable response period by which the Passenger must notify the Company of his/her decision. If the Passenger fails to respond within the imparted time contained in the Notice, the alterations will be considered to be accepted.

In the event that it becomes impossible for the vessel to return the Passenger to their disembarkation port as agreed in the Contract, or in the event the Cruise Package or any portion or component thereof, is advanced, postponed, abbreviated, or cancelled for any reason other than due to mechanical failure, Carrier shall not have any liability to Passenger whatsoever, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation except as may otherwise be provided herein. In the event the cruise component of any Cruise Package is advanced, postponed, abbreviated, or cancelled or it becomes impossible for the vessel to return the Passenger to their disembarkation port as agreed in the Contract due to mechanical failure, the Company shall have no liability to the passenger except for (a) a full refund of the Cruise Fare if the Cruise is canceled in full, or a partial pro-rata refund if the cruise is terminated early; (b) transportation (by means selected by the Carrier) to the Vessel's scheduled disembarkation port or the Passenger's home city (at Carrier's option);

and (c) one night's lodging (selected by the Cruise Line) if disembarkation and an overnight stay in an unscheduled port are required due to the Cruise being cancelled or terminated early because of such mechanical failures. For cruises which do not include a port in the USA and which do not embark or disembark in any USA port and which are subject to E.U. law, where longer periods are provided for in EU passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods and rights shall apply. Refunds and partial refunds made pursuant to this Paragraph or elsewhere in these Booking Terms and Conditions, may, at the Company's sole option, be made in the form of a cruise credit certificate valid for a period of at least one year from the date of issuance.

#### **14. CANCELLATION BY THE COMPANY**

The Company reserves the right to cancel any Cruise Package at any time by giving written notice to the Passenger. In such cases the Company will offer the Passenger the choice of (a) receiving a full refund of all money paid outside of cancellation penalties; (b) booking another Cruise Package of equivalent or superior quality at no extra cost, if available, from the Company's brochure and/or from the Official Website; or (c) booking another Cruise Package from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price. In no event shall the Company or Carrier be liable for any consequential damages or other damages as a result of such cancellation.

#### **15. IMPORTANT LIMITATIONS ON THE COMPANY'S LIABILITY**

##### **A. Limitations on Liability Applicable to All Voyages:**

Nothing contained in these Booking Terms and Conditions or in the Conditions of Carriage shall limit or deprive Company or Carrier of the benefit of any applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability. In the event multiple statutes, laws or conventions may apply, Carrier and Company shall be entitled to any or all such limitations unless there is a conflict between such statutes, laws or conventions, in which case Carrier and the Company shall be entitled to invoke the limitation which provides the most favorable limitation to the Company and Carrier. The Company's liability will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated conventions.

Circumstances Beyond Carrier's Control: Except as provided in Sections 14 (Booking Changes Effected by the Company) and 15 (Cancellation by the Company) with regard to Refunds for cruises that are cancelled or changed by the Company, Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

Liability Exclusions: The liability of the Company is excluded for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Contract is prevented by reason of war, or threat of war, riot, civil strike, industrial dispute whether by the Company's employees or others, terrorist activity or the threat of terrorist activity, failure of power supplies, health risks, epidemics or pandemics,

natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, Passenger's suicide or attempted suicide, or the Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and any other circumstance of any nature whatsoever outside the Company's control.

Claims for Emotional Distress: The Company and Carrier shall not be liable to the Passenger for any emotional distress, mental anguish or psychological injury of any kind, except where said emotional distress, mental anguish or psychological injury was the result of either (a) physical injury to the Passenger caused by the negligence or fault of the Company, (b) the Passenger having been at actual risk of physical injury and such risk was caused by the negligence or fault of the Company or Carrier, or (c) was intentionally inflicted by a crewmember or the Company as provided under 46 U.S.C. § 30509.

Assumption of Risk: Passenger agrees that by using the ship's pools, sauna, athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off the ship or as part of a shore excursion, Passenger contractually assumes the risk of injury, death, illness or other loss. Passenger agrees that Carrier and Company shall not be liable to Passenger in respect to any occurrence taking place off the ship, its tenders, or other craft not owned or operated by Company or Carrier, or for any event caused by the criminal conduct of any third party who is not Company's or Carrier's employees.

Contributory Negligence: Any damages payable by the Company shall be reduced in proportion to any contributory negligence by the Passenger.

Vicarious Liability: Carrier and Company shall have no vicarious liability for the acts or omissions of any person not actually employed by Carrier or Company nor for the acts or omissions of any other company or business entity.

Alcohol Liability: In consideration for being permitted to purchase and consume alcohol onboard the vessel, Passenger agrees that they shall at all times monitor and control their own alcohol consumption so as to avoid drinking to the point where their judgment or physical coordination may be impacted or reduced. Carrier and Company sell and allow Passenger to consume alcohol in reliance on Passenger's representation herein. Company and Carrier shall have no liability as a result of Passenger's breach of this agreement and representation. For Cruises which depart from, arrive at, or touch any port in the State of Florida, Company and Carrier shall have the benefit of Florida Statutes 768.125 which limits the circumstances under which a person or entity shall have liability for service of alcohol.

No Consequential or Indirect Damages: Notwithstanding anything to the contrary elsewhere in these Booking Terms and Conditions, the Company and Carrier shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity, nor for any other consequential or indirect loss or damage of a similar nature.

Transportation by Air: In cases where the Passenger has purchased an air component to their Cruise package, the carriage of Passengers and their luggage by air is governed by various International conventions ("the International Air Conventions"), including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999 which International Air Conventions including any subsequent amendments and any new convention which may

be applicable, are expressly incorporated into these Booking Terms and Conditions and into the Conditions of Carriage. The International Air Conventions fix limitations of liability of the Carrier for death and personal injury, loss of and damage to luggage and delay caused during air transportation. Any liability of the Company toward the Passenger arising from a carriage by air is subject to the limitation of liability provided by said Conventions. Copies of these conventions are available from the Company upon request.

Claims of Improper Performance or Breach of the Contract: For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in Sections 15(B), 15(C) or 15(D) inclusive, the Company's liability for improper performance or breach of the Contract shall be limited to a maximum of three times the price which the affected Passenger paid for their Cruise Package (excluding insurance premiums and amendment charges).

Shore Excursions: Shore Excursions are operated by independent contractors even if sold by the Company, Sales Agents or on board the cruise ship. The Company and Carrier shall not be responsible in any way for the services provided by such independent contractors. The Company and Carrier operate as mere agent for the Shore Excursion provider for the limited purpose of selling tickets to such excursions. The Company has no direct control over the Shore Excursion providers and their services hence in no case whatsoever will the Company be held liable for loss, damages, injuries or death suffered by the Passenger as a result of the negligence or otherwise of the Shore Excursion providers. In assessing performance and/or liability of Shore Excursion providers, local laws and regulations will apply. Shore Excursions shall be subject to the Shore Excursion provider's terms and conditions including the benefit of any limitation of liability and the level of damages. Passenger agrees that any liability release applicable to the Shore Excursion provider shall apply likewise with equal force to Carrier and the Company even if Carrier and Company are not named on such release. The Company's liability shall never exceed that of the Shore Excursion provider.

Carriage by Third Parties: Carriage by sea by MSC Cruises S.A. is subject to the Conditions of Carriage. All carriage (by land, air and sea) by other third parties is subject to the Conditions of Carriage of the actual Carrier which may limit or exclude liability and which are expressly incorporated into these Booking Terms and Conditions and are deemed to be expressly accepted by the Passenger at the time of Booking. Company and Carrier shall be entitled to all rights, immunities and limitations available to such other Carriers according to their Conditions of Carriage. Insofar as the Company may be held liable to a Passenger in respect of claims arising out of carriage by air, land or sea conducted by a third-party Carrier, the Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual Carrier(s) (including their own terms and Conditions of Carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention, the Montreal Convention and nothing in these Booking Terms and Conditions nor in the Conditions of Carriage shall be deemed as a waiver thereof. Copies of these terms and conditions are available on request from the Company. If any term, condition, section or provision of any third-party Carrier becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

Company and Carrier Entitled to All Applicable Damage Limitations: The Company and the Carrier shall have full benefit of any applicable laws, conventions or treaties providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the vessel's flag and any global limitation on damages recoverable from the Carrier). Nothing

in these Booking Terms and Conditions nor in the Conditions of Carriage are intended to operate to limit or deprive the Company and the Carrier of any such statutory or otherwise limitation or exoneration of liability. The laws, conventions and treaties cited in Sections 16(B), 16(C), and 16(D) are to advise the Passenger of the common limitations which apply to the Cruise Package.

Third Parties: The servant and/or agents of the Company and the Carrier, and all concessionaires and independent contractors working onboard the vessel or providing goods or services to Passengers in relation to the Cruise package shall have the full benefit of all provisions relating to the limitation of liability.

Loss or Damage to Property: The Company shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the ship's safe or any in-cabin safe is not a deposit with the ship. It is agreed that any liability of the Company and the Carrier shall be subject to the applicable deductibles per Passenger as provided in the relevant statutes, laws, conventions or treaties and such sum shall be deducted from the loss or damage to luggage or other property.

Standard Drawing Rights (SDR): As outlined in Sections 15(C) and 15(D), several regulations and conventions use Special Drawing Rights (SDR) as the currency for determining the amounts of various liability limitations applicable to Passenger's Cruise Package. SDR is a currency of the International Monetary Fund and its exchange rate fluctuates depending on the daily exchange rate as published by the International Monetary Fund at [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). For the convenience of Passengers, the provisions of Sections 15(C) and 15(D) cite the relevant SDR damage limitation amounts and provide an approximately conversion value in United States dollars using the applicable exchange rate as of March 15, 2020.

Luggage: It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods: (a) in the case of apparent damage, before or at the time of disembarkation or redelivery, or (b) in the case of damage which is not apparent or in the case of loss of Luggage, within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

## **B. Additional Liability Limitations Applicable to USA Voyages:**

For all Cruise Packages where the Cruise portion of the itinerary includes any port in the USA or which embarks or disembarks in the USA ("USA Voyages"):

(1) the Company and Carrier's liability for death, personal injury and emotional distress to a Passenger shall not exceed the limitations set out in all applicable provisions of Title 46 of the United States Code, including but not limited to 46 U.S.C. § 30509, the Limitation of Liability Act, 46 U.S.C. § 30501 et. seq., and the Death on the High Seas Act, 46 U.S.C. § 30301 et. seq. These statutes provide for potential significant limitations or total



exoneration from liability which amounts cannot be calculated or estimated in advance since they will vary according to the individual circumstances of the casualty or loss; and

(2) the Company and Carrier's liability for loss or damage to Passenger's luggage or other property, including items deposited with the ship, in the ship's safe, or stored in any in-cabin safe, shall not exceed US \$100 per Passenger, unless a higher limit is agreed upon in writing before departure and an extra charge for declared value protection is paid. Carrier and Company's liability for service of alcohol is further limited and subject to Florida Statutes 768.125.

### **C. Additional Liability Limitations Applicable to EU Voyages:**

For all Cruise Packages where the Cruise portion of the itinerary includes any port in the European Union; or where the cruise embarks or disembarks in any port within a European Union member country; or where the vessel involved in the transport is flagged (registered) in any European Union nation; or where the contract of carriage is made in any European Union member country (collectively "EU Voyages"):

(1) Company and Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to Passengers in the event of accidents. Under these regulations, unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately US\$550,433) per passenger if the passenger proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDR (approximately US\$344,021) per passenger. Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDR per Passenger unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism or in the event of an incident which caused injury or death to multiple persons, Carrier's aggregate liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of either 250,000 SDR (approximately US\$344,021) per passenger or 340 million SDR (approximately US\$467,868,439) aggregate per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009.

For a copy of EU Regulation 392/2009, visit the European Union website at <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF> or [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/2724/annex-b-reg-ec-392-2009.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf). A summary of EU Regulation 392/2009 can be found at <http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>.

(2) Unless deemed inapplicable to Passenger's carriage, Carrier and Company's liability for personal injury and/or death, shall be limited by the provisions of the Athens Convention 1974 and the limits therein will apply and are hereby expressly incorporated into these Booking Terms and Conditions including any claims for loss of or damage to luggage and or death and/or personal injury. Under the Athens Convention

1974, the liability of the Company and the Carrier for death, personal injury or illness to the Passenger shall not exceed 46,666 Special Drawing Rights ("SDR") (approximately US\$64,216)). Notwithstanding the above, in the event EU Regulation 392/2009 is held to apply to the voyage, then the lower of either the maximum sum of 400,000 SDR (approximately US\$550,433,) or where there is liability for war and terrorism under EU Regulation 392/2009 then 250,000 SDR (approximately US\$344,021) under the Athens Convention 2002.

(3) The Company and Carrier's liability for loss or damage to Passenger's luggage or other property, including items deposited with the ship, in the ship's safe, or stored in any in-cabin safe, shall not exceed 1,200 SDR (approximately US \$1,651) under the Athens Convention 1974 unless EU Regulation 392/2009 or Athens Convention 2002 are held to apply, in which case the liability limit shall be or 3,375 SDR (approximately US \$4,644). Where the Company has any legal liability for loss of or damage to property otherwise than in accordance with the Athens and/or Montreal Conventions, then its liability shall not at any time exceed EUR 500,00 and the Company shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.

(4) In addition, Passengers embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For a copy of EU Regulation 1177/2010, visit <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN>

#### **D. Additional Liability Limitations Applicable to All Other Voyages:**

For all Cruise Packages where the Cruise itinerary is not a USA Voyage or EU Voyage (as defined in Sections 15(B) and 15(C) above), or where the voyage is not "international carriage" as defined in Article 2 of EU Regulation 392/2009, or where the vessel is being used as a floating accommodation:

(1) Company and Carrier's liability shall be limited by the provisions of the Athens Convention 1974 and the limits therein will apply and are hereby expressly incorporated into these Booking Terms and Conditions including any claims for loss of or damage to luggage and/or death and/or personal injury. Under the Athens Convention 1974, the liability of the Company and the Carrier for death, personal injury or illness to the Passenger shall not exceed 46,666 Special Drawing Rights ("SDR") (approximately US\$64,216)). Notwithstanding the above, in the event EU Regulation 392/2009 is held to apply to the voyage, then the lower of either the maximum sum of 400,000 SDR (approximately US\$550,433,) or where there is liability for war and terrorism under EU Regulation 392/2009 then 250,000 SDR (approximately US\$344,021) under the Athens Convention 2002; and

(2) Liability of the Company and the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR (approximately US\$1,146) per Passenger under the Athens Convention 1974. Notwithstanding the above, in the event Athens Convention 2002 or EU Regulation 392/2009 are held to apply then 2,250 SDR (approximately US\$3,096). Where the Company has any legal liability for loss of or damage to property otherwise than in accordance with the Athens and/or Montreal Conventions, then its liability shall not at any time exceed EUR 500,00 and the Company shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.

## **16. ITINERARY / RIGHT TO CHANGE**

The Company reserves the right at its sole discretion and/or that of the Master of any vessel to decide whether to deviate from the advertised or ordinary itinerary, to delay or anticipate any sailing, to omit or change scheduled ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels or to perform any similar act which, in its and/or Master's sole discretion is deemed advisable or necessary for the safety of the Passenger, of the vessel, and of the crew. In such circumstances neither the Company nor the Carrier will be under any liability or obligation to the Passenger.

## **17. PASSENGER'S RESPONSIBILITY**

The Passenger has a duty to follow the instructions and orders of the Master and officers while onboard. The Passenger hereby accepts and agrees that the Master and officers are entitled and have authority to inspect any person on board, any cabin, baggage and belonging for safety, security or other lawful reasons and the Passenger hereby expressly agrees to allow any such search.

Passengers must have received all necessary medical inoculations prior to the Cruise and have in their possession all tickets, valid passports, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation.

Each Passenger warrants that he/she is physically and mentally fit to undertake the Cruise.

The Carrier and/or the Master have the right to refuse the boarding or order the disembarkation of any Passenger should they deem it necessary, for the safety or security, of the Passenger, of the other Passengers or of the ship, or should the Passenger's conduct which, in the reasonable opinion of the Master, be likely to endanger or impair the comfort and enjoyment of other Passengers onboard. Passenger's behavior must not affect and reduce the safety, peace and enjoyment of the Cruise by other Passengers.

No Passenger shall bring any animals whatsoever, except for recognized service dogs, subject to Section 7 (PASSENGERS WITH DISABILITIES OR REDUCED MOBILITY, MEDICAL CONDITIONS AND/OR SPECIAL NEEDS) above.

The Company and/or the Carrier will be under no liability whatsoever to any Passenger in respect of any breach or non-observance by any Passenger of the provisions of this Section 17 (including all subparts) and any Passenger shall indemnify the Carrier and the Company against any loss or damage occasioned to the Carrier or the Company or any of its suppliers by such breach or non-observance. Company and Carrier shall have no liability whatsoever in the event any Passenger is disembarked or refused embarkation at any port pursuant to the provisions of Section 17 or elsewhere in these Booking Terms and Conditions.

It is strictly forbidden for Passengers to carry firearms, weapons, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles onboard any vessels which could be dangerous for the safety of Passengers and the vessels.

Passengers shall be liable for any damage suffered by the Company and/or the Carrier and/or any supplier of any service that forms part of the Cruise Package as a result of the Passenger's failure to comply with his contractual obligations. In particular, the Passenger

shall be liable for all damages caused to the vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that the Company, Carrier or supplier may be liable to pay.

Passengers are not allowed to sell and/or purchase from other passengers or travel operators on board the ship any type of commercial services – including but not limited to shore excursions – which are not official offered by the Company or its agreed independent contractors

## **18. FLIGHTS**

The Company is unable to state the identity of the carrying airline or the aircraft type. All flights will be operated on scheduled or chartered services of recognized air Carriers. Any cancellation by the Passenger at any time will result in the air fare cost being payable by that Passenger regardless of the cancellation provisions with regard to the Cruise. If Passenger has purchased any air component as part of their Cruise Package, such airfare is non-refundable.

For travel on dates other than those published in the Company's brochure and/or in the Official Website or on a particular Carrier or routing, a higher fare may apply, in which case the Passenger will be notified before Booking.

The Company is not the air Carrier or an operating air Carrier as defined by Regulation (EC) No 261/2004 (the "Regulation 261/2004"). The obligations under the Regulation 261/2004 for compensation are exclusively those of the air Carrier and/or operating air Carrier and all claims relating to cancellation, delay or denied boarding in respect of air transportation must therefore be made directly to the relevant air Carrier.

The Company shall have no liability under the Regulation 261/2004, such liabilities being entirely those of the air Carrier to whom the Passenger must address all claims. In exercising their rights under the Regulation 261/2004 the Passenger must seek to take as much of the Contract as possible and must not prejudice the Company's rights under these Booking Terms and Conditions or in law.

Where air carriage is included in the Contract, the Company will advise Passengers of flight timings from data supplied by the air Carrier as part of the holiday documentation. The flight schedule is for information only. The Passenger's contract of carriage by air and the rights and obligations arising under it remain with the air Carrier. It is the Passenger's responsibility to ensure arrival at the airport in sufficient time to check in and board the aircraft. Passengers must note that not all medical equipment can be carried or used onboard aircraft. Passengers must check with the airline prior to carriage.

If the Contract does not include flights, it is the Passenger's responsibility to arrive at the vessel at least 2.5 hours (150 minutes) prior to its scheduled departure and to obtain a valid ticket directly from an air Carrier suitable for and in time for travel to the vessel (and including local transfers which the Passenger must arrange), as necessary. The Company shall not be responsible for any liabilities arising in respect of flights or transfers arranged by the Passenger.

## **19. COMPLAINTS**

There are strict time limits for giving notice of legal claims and for initiating legal action (filing suit) against the Company and Carrier contained in the Conditions of Carriage. Those terms are incorporated herein by reference. Except as may otherwise be provided in these Booking Terms and Conditions or in the Conditions of Carriage, the following time limits apply:

#### TIME LIMIT TO GIVE NOTICE OF LEGAL CLAIMS:

(A) Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing must be received by the Company within six (6) months (185 days) after the date of such death, injury, or illness occurring in accordance with 46 U.S.C. § 30509.

(B) Notices of claim for loss or damage to luggage or other property, shall be given to the Company in writing before or at the time of disembarkation, or if damage or loss is not apparent at the time of disembarkation, then within fifteen (15) days from the date of disembarkation.

(C) Notices of claim for anything other than death, illness, emotional stress, personal injury, or loss or damage to luggage or other property, must be received by the Company in writing within fifteen (15) days from the date of disembarkation.

(D) All legal Notices under these Booking Terms and Conditions shall be sent by registered mail to LEGAL DEPARTMENT, MSC Cruises S.A., Avenue Eugène Pittard 40, CH-1206 Geneva (Switzerland).

#### TIME LIMITS FOR FILING SUIT IN LEGAL ACTIONS

(A) All claims against the Carrier, Company and Cruise Ship for personal injury, illness, emotional distress or death shall be time barred unless filed in the appropriate court as follows:

(i) For Voyages not including a USA port (non-USA Voyages), claims shall be time barred if not filed within two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention.

(ii) For Voyages including a USA port (USA Voyages), claims for personal injury, illness, or death shall be time barred if not filed not later than one (1) year (365 days) from the date of injury or death, except that for claims involving a Passenger under the age of eighteen (18) or an incompetent person, time shall be calculated from the date said individual reaches the age of eighteen (18), or from the date of the appointment of a legal representative, whichever comes first. Such appointment must be made within three (3) years after such injury, onset of illness or death.

(B) All other actions not involving personal injury, illness, emotional distress or death, including but not limited to claims for other torts or breach of contract against the Company and the Cruise Ship, shall be time barred if not commenced not later than six (6) months (185 days), from the date of Passenger's disembarkation.

#### TIME LIMITS FOR GIVING NOTICE OF ALL OTHER COMPLAINTS

The following provisions are without prejudice to the time limits specified above in this Section and are intended to ensure the Company can timely address and respond to all other complaints.

Any Passenger with a complaint while on a Cruise must bring it to the attention of the Guest Relations staff onboard as soon as possible in order to give vessel staff an opportunity to resolve the issue. If the Guest Relations staff on board are unable to resolve the problem, any complaint must be submitted in writing and received by the Company within 60 days of the termination of the Cruise. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Complaints relating to any other part of a Cruise Package separate from the cruise, must be made promptly to the Company, actual Carrier and supplier.

For EU Voyages, complaints under EU Regulation 1177/2010 concerning accessibility, cancellation or delays must be made to the Company within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Passenger shall provide such further information as may be required by the Company to deal with the complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

## **20. CONSUMER PROTECTION**

For information on Consumer Protection issues for cruises booked in the USA and Canada, see the PASSENGER BILL OF RIGHTS section at [www.msccruisesusa.com](http://www.msccruisesusa.com).

The Company has in place, in compliance with the bonding requirements of the Federal Maritime Commission ("FMC"), all relevant certificates of performance in order to protect its Cruise Packages in the unlikely event of the Company's insolvency. For more information visit the FMC website at <https://www.fmc.gov/resources-services/passenger-vessel-operators/>.

## **21. DATA PROTECTION**

For information on Company's privacy and data protection policies, see the PRIVACY section at [www.msccruisesusa.com](http://www.msccruisesusa.com).

## **22. VARIATION**

No variation of these terms shall be effective unless in writing and signed by the Company.

## **23. SMOKING POLICY**

MSC Cruises respects the needs and desires of all guests, and we have given careful consideration to the preferences of both those who smoke and those who do not.

For the safety, comfort and well-being of our Guests, our ships are designated as non-smoking, except for certain designated smoking areas. Smoking (including e-cigarettes) is not permitted at any time in staterooms, on stateroom balconies and anywhere else not indicated by clear signage and ashtrays. Violation of non-smoking rules will result in a

US\$250 deep cleaning fee and may lead to further action. Smoking in non-smoking areas can ultimately lead to disembarkation. We also remind you that throwing cigarette butts or anything else overboard at sea is strictly prohibited by international maritime laws and can create a fire hazard.

#### **24. LIABILITY OF EMPLOYEES, SERVANTS AND SUBCONTRACTORS**

It is hereby expressly agreed that no servant or agent of the Company and/or the Carrier, including the Master and crew of the cruise vessel concerned including independent subcontractors and their employees as well as the underwriters of these parties shall in any circumstance whatsoever be under any liability whatsoever beyond these Booking Terms and Conditions and these parties may invoke these Booking Terms and Conditions and the Conditions of Carriage to the same extent as the Company and/or the Carrier.

#### **25. LAW, VENUE AND JURISDICTION**

For all Cruise Packages where the Cruise portion of the itinerary includes any port in the USA or which embarks or disembarks in the USA (USA Voyages), the general maritime law of the United States shall apply supplemented by Florida state law on the subject of dramshop (alcohol) liability (Florida Statutes 786.125). Should any dispute of any kind or nature whatsoever arise between Passenger and the Company or Carrier, including but not limited to disputes regarding the interpretation or application of the present contract, or claims for loss, injury, death or damage, such matters shall be resolved exclusively by the United States District Court for the Southern District of Florida, or if such court lacks jurisdiction, then by a court of competent jurisdiction in Ft. Lauderdale, to the exclusion of any other court, venue or jurisdiction.

For all Cruise Packages where the Cruise portion of the itinerary does not include any port in the USA and which does not embark or disembark in the USA (non-USA Voyages), the applicable law to this Contract shall be Italian law, and such matters shall be resolved exclusively by the courts of Naples, Italy to the exclusion of any other court, venue or jurisdiction.

#### **26. ERRORS, OMISSIONS AND CHANGES**

Every effort has been made to ensure accuracy of the Company's brochure and/or of the Official Website content but certain changes and revisions may take place after the printing of the Company's brochure and/or the publishing of the Official Website.

Since the Booking Terms and Conditions applicable to the single Cruise or Cruise package are those in force at the time of completing the Booking, irrespective of those published in the relevant Company's brochure, it is recommended to check with the Sales Agent or by visiting the Company's Official website for the most up to date Booking Terms and Conditions. The Company reserves the right to modify or amend these Booking Terms and Conditions and the Conditions of Carriage at any time without notice.

#### **27. SEVERABILITY**

In case any provision of these Booking Terms and Conditions shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.