CONDITIONS OF CARRIAGE

Applicable to all voyages booked in the USA and/or booked through MSC Cruises (USA) LLC

THESE CONDITIONS OF CARRIAGE, ALONG WITH THE STANDARD BOOKING TERMS AND CONDITIONS, SET OUT THE TERMS THAT GOVERN THE RELATIONSHIP, RESPONSIBILITIES AND LIABILITIES AS BETWEEN THE PASSENGER AND THE CARRIER, MSC CRUISES, S.A., AND ARE BINDING ON THE PARTIES. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM. WHEN VIEWING THESE TERMS AND CONDITIONS ON OUR WEBSITE, THE PROVISIONS UNDER THE HEADING "USEFUL INFORMATION" FORM PART OF THESE TERMS AND CONDITIONS AND ARE LEGALLY BINDING ON YOU ALONG WITH THE STANDARD BOOKING TERMS AND CONDITIONS.

YOU MUST CAREFULLY READ THESE CONDITIONS OF CARRIAGE, WHICH SET OUT YOUR RIGHTS, RESPONSIBILITIES AND LIMITATIONS TO MAKE CLAIMS AGAINST THE CARRIER, ITS SERVANTS AND/OR AGENTS. PASSENGER'S ATTENTION IS PARTICULARLY DRAWN TO 5, 6, 10, 15, 16, 20, 22, 23, 24, 25, 26, 27 OF THESE 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. BY EMBARKING THE VESSEL FOR YOUR VOYAGE, YOU ARE DEEMED TO HAVE ACCEPTED THESE CONDITIONS OF CARRIAGE.

These Conditions of Carriage will also apply where the Vessel is being used as a floating hotel, whether or not there is a Passage Contract, and whether or not there is any carriage. Where the Passenger has entered into a Passage Contract with an Organizer for passage or embarkation onto any MSC vessel, these conditions are deemed incorporated into the Passenger's contract with the Organizer.

USEFUL INFORMATION

1. CONSTRUCTION AND DEFINITIONS

"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". The term the "Carrier" includes the Carriers, the carrying vessel (the "Cruise Ship"), its owner, charterer, operator, any tenders or other means of transport provided by the Carrier to the Passenger. The Carrier for MSC's cruise vessels is MSC Cruises S.A. (also herein referred to as the "Company"). All benefits, rights, and privileges of the Company provided herein or in the Standard Booking Terms and Conditions shall apply also to all subsidiaries, parent companies, sales agents and affiliates of the Company, to all concessionaires or independent contractors working or operating onboard, and to the vessel, her officers, staff and crew. The sales agency for Carrier in the United States of

America is MSC Cruises (USA) LLC which operates as the sales agent only and does not own or operate any MSC cruise vessels.

“COMPANY**”** means MSC Cruises S.A. whose registered address is 16, Eugène Pittard, CH-1206 Geneva, Switzerland who organizes Cruise Holiday 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 Standard Booking Terms and Conditions shall apply also to all subsidiaries, parent companies, sales agents and affiliates of the Company, to all concessionaires or independent contractors working or operating onboard, and to the vessel, her officers, staff and crew.

“DISABLED PERSON” or “PASSENGER WITH REDUCED MOBILITY” (also “PRM”) 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 psycho-social disability or impairment, and who needs appropriate attention and adaption of the service made available to all passengers to suit his/her particular needs.

“LUGGAGE” means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any Passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the Passenger or deposited with the Purser for safe custody.

The "MASTER" is the Captain or person in charge of commanding the carrying Vessel at any given point.

“MINOR” means any person under the age of 21 (on voyages that include a port in the USA) or 18 (on voyages that do not include a port in the USA).

“ORGANIZER” is the party with which the Passenger has entered into a contract for the cruise and/or package travel as defined under the Council Directive 90/314/EEC of 13th June 1990 on Package Travel, Package Holidays and Package Tours, which includes the cruise and lodging onboard the Vessel or other equivalent.

“PASSAGE CONTRACT” means the contract of carriage, which the Passenger has entered into with the Organizer, the terms of which are evidenced by the Booking Terms & Conditions, which incorporate these terms.

‘PASSENGER’ means each and every person named either on the booking confirmation, or on the invoice, or on a ticket. All references to the "PASSENGER" (singular) shall include the plural. Passenger includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket including Minors.

“SHORE EXCURSION” means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Cruise Holiday 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.

“VESSEL” means the vessel named in the relevant Passage Contract or any substituted vessel owned, chartered, operated and/or controlled by the Carrier, including its tenders.

2. NON-TRANSFERABILITY AND AMENDMENT

2.1 The Carrier agrees to transport the person named in the Ticket (the “Passenger”) on the specific voyage (the “Voyage”) on named or substitute Vessels. The Passenger agrees to be bound by all terms, conditions and limitations of these Conditions of Carriage and the Standard Booking Terms and Conditions. Any prior oral and/or written agreement is superseded by these conditions. These Conditions of Carriage cannot be amended without written and signed consent from the Carrier or its authorized representative. The Passage Contract issued by the Organizer is valid only for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

2.2 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 any 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) LLC. Government taxes and fees will be refunded. Please note that hotels and airlines have their own cancellation policies and charges and Passenger agrees to be bound by same. Name change requests must be received by Carrier at least 7 days prior to sailing.

3. OCCUPATION OF BERTHS AND CABINS

3. A Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another and may adjust the fare accordingly. The Master or the Carrier may, if it becomes advisable or necessary, at any time transfer a Passenger from one berth to another.

4. MAINTENANCE DURING DELAY OR OVERSTAYING

4. Passengers who remain onboard after the arrival of the Vessel at its final port of destination and after Passengers have been asked to disembark at the disembarkation time given by the ship will be required by the Carrier to pay for their maintenance at current rates for every night they remain onboard. Nothing in this provision shall be deemed to be a guarantee that Passenger will be permitted to remain onboard after the scheduled end of their cruise.

5. PREMATURE TERMINATION OF THE CRUISE

5.1 At any time before or after commencement of the voyage, and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may – by notice in writing to the Passenger, by advertising in the press or by any other suitable means – terminate the cruise, if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel or persons onboard.

5.2 If the voyage is cancelled or so terminated then the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organizer pursuant to Council Directive 90-314-EEC 13 June 1990 or equivalent legislation and/or the Passage Contract. Under no circumstances shall Carrier be liable to Passenger for consequential damages resulting from cancellation or premature termination of a voyage. 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.

6. DEVIATIONS, CANCELLATIONS AND DELAYS

6.1 The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.

6.2 The Carrier does not guarantee that the Cruise Ship will call at any or every advertised port or follow any particular route or time schedule. The Company and Master reserve the right at their sole discretion (which will not be exercised unreasonably) 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 Carrier’s and/or Master’s sole discretion is deemed advisable or necessary for the safety of the Passenger, vessel, and/or crew. In such circumstances neither the Company nor the Carrier shall have any liability or obligation to the Passenger.

6.3 In the event that it becomes impossible for the vessel to return the Passenger to their departure point as agreed in the Contract because of unavoidable and extraordinary circumstances, the Company shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller, except that for cruises which do not include a port in the USA and which do not embark or disembark in any USA port, if longer periods are provided for in EU passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

6.4 Before the Voyage begins, the Carrier has the right to cancel the Voyage for any reason even without prior notice if it considers that it is necessary to do so for the safety of the Vessel, Passengers or crew.

6.5 The Carrier or the Master shall have the liberty to comply with any Order or Directions as to departure/arrival routes, ports of call, stoppages, trans-shipment, discharge or destination or otherwise given by any government, any government official, any port authority, or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

6.6 Any dates and/or times specified in any timetables or otherwise, which may be issued by the Organizer and/or the Carrier, are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the voyage as a whole.

6.7 If the Vessel shall be prevented or hindered by any cause whatsoever from sailing or proceeding in the ordinary course, the Carrier shall be entitled to transfer the Passenger either to any other similar Vessel or any other means of transportation bound for the Passenger’s place of destination, or provide Passenger with a cruise credit certificate valid for at least one year in an amount equal to Passenger’s paid cruise fare.

7. EXTRA CHARGES

7.1 The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Carrier on his/her behalf, before the end of the Voyage in any currency in general use onboard at the time of payment.

7.2 Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, shore excursions or any fees, charges or taxes imposed by any government agency shall be extra charges unless otherwise expressly stated as being included in the fare at the time of booking the cruise. A Hotel Service Charge shall be automatically applied to each onboard account but is adjustable upon request by the Passenger.

8. TRAVEL DOCUMENTS

8.1 The Passenger is solely responsible for and shall comply with any governmental travel requirements, laws or regulations for all ports of call on the Cruise Ship's itinerary. 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. All Passengers must present for inspection the ticket and Contract, a valid passport, and any visa, entry or exit permit required by any port on the Cruise Ship's itinerary. Passengers lacking required travel documents may be denied

boarding and/or denied the right to disembark at one or more ports and shall be entitled to no refund or compensation of any kind as a result of such denied boarding or denied disembarkation.

8.2 The Passenger (or, if a Minor, his/her parents or guardian) shall be liable to the Carrier for any fines or penalties imposed on the Vessel or Carrier by any authorities for the Passenger's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise. 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. For voyages that include any port in the USA, applicable law requires passengers to embark and disembark in the same USA port and Passenger agrees to indemnify Carrier for any fine incurred by Carrier as a result of Passenger embarking and disembarking in different USA ports.

8.3 The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness of any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, customs and health.

9. SECURITY

9.1 The Passenger shall present him/herself for boarding, according to the instructions provided, at least 2.5 hours (150 minutes) prior to the vessel's scheduled departure to complete any pre-boarding procedures and security inspections. The Passenger agrees to have his/her photograph taken as part of the security inspection.

9.2 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, luggage, baggage and belonging for safety, security or other lawful reasons and the Passenger hereby expressly agrees to allow any such search.

9.3 The Carrier shall have the right to confiscate any articles carried or contained in any luggage which the Carrier, in its sole discretion, considers dangerous or poses risk or inconvenience to the security of the Cruise Ship or persons on board.

9.4 Passengers are prohibited from bringing on board any firearms, weapons, ammunition, explosives or flammable, toxic or dangerous substances, any illegal or dangerous goods, and any articles that can be used as a weapon. No alcohol or drugs may be brought onboard the vessel except for medication with a valid doctor's prescription.

9.5 The Carrier reserves the right to search any part of the Cruise Ship for security

reasons at any time and all persons and baggage are subject to security screening before embarking the vessel.

10. FITNESS TO TRAVEL

10.1 Safety and health are 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 or crew; and that they can be carried safely in accordance with applicable safety requirements and guidelines.

10.2 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 or for conditions which develop after booking then within seven (7) days of such condition becoming apparent and in all events prior to embarkation.

10.3 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.

10.4 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.

10.5 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.

10.6 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 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.

10.7 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.

10.8 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.

10.9 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 accommodations or medical treatment 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 a service dog or animal on board the vessel (please note that service animals 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. Service animals are animals who are specially trained to provide life functions for persons with disabilities such as vision or hearing assistance or mobility assistance. Carrier does not carry or permit dogs or animals whose primary purpose is to provide emotional or psychiatric support to the Passenger onboard the vessel. For cruises which include any port in the USA or which embark or disembark in the USA, service animals must comply with the US Department of Transportation

requirements for health and safety including documentation of the animal's up to date vaccination records, and service animals may not cause significant disruption, must be 4 months or older, and must be clean and well behaved. Passenger shall be liable to Carrier for any damage or disruption caused by any service animal carried onboard. Approval to carry a service animal onboard must be obtained from Carrier at time of booking.

10.10 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 disabled (H) stateroom or rent a smaller scooter.

10.11 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.

10.12 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.

10.13 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.

10.14 Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's absolute decision as to whether to repair or replace such equipment. Unless the Carrier agrees otherwise and in writing, Passengers are limited to bringing two (2) items of such mobility or medical equipment on board per cabin with a total value not exceeding US$3,000. All equipment must be capable of being carried safety and must be declared before the cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

10.15 Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he/she or such other Passenger is suffering from any sickness, disease, injury or bodily or mental infirmity or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is

refused permission to land at his/her or her port of destination, shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

10.16 The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

11. PASSENGER'S CONDUCT

11.1 The health and safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention to and comply with all regulations, notices and orders relating to the safety of the Vessel, her crew and passengers, the terminal facilities and immigration requirements.

11.2 Passengers must at all times conduct themselves in a manner which respects the safety and privacy of other persons onboard.

11.3 Passengers must comply with any reasonable request made by any member of staff, the Master or his/her officers or by government officials in any port.

11.4 All Passengers must take care for their safety while walking on outside decks which may be slippery when wet. Passengers and children should not run around the decks or other parts of the Vessel. Appropriate non slip footware should be worn at all times.

11.5 Passengers' luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given from the staff. Unaccompanied luggage may be removed and/or destroyed.

11.6 It is strictly forbidden for Passengers to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles on-board any Vessels which could be dangerous for the safety of Passengers and the Vessels. Breach of these conditions and regulations shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, final penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.

11.7 In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this regulation and in order to guarantee the above standards, during embarkation a careful check control will be carried out through all passengers' luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician. Any food or beverage item

purchased during the cruise in any port of call will be collected and returned at the end of the cruise.

11.8 The Passenger will in any event be liable for any injury, loss or damage occasioned by their breach of any provision of these Conditions of Carriage and must indemnify the Carrier against any claim in respect thereof.

11.9 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.

11.10 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.

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

11.12 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, 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.

11.13 Except for recognized service animals as provided in Section 10.9 (PASSENGERS WITH DISABILITIES OR REDUCED MOBILITY, MEDICAL CONDITIONS AND/OR SPECIAL NEEDS) above, no Passenger shall bring any animals whatsoever.

11.14 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 11 (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 11.

11.15 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.

11.16 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 Holiday 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.

12. ANIMALS

12.1 Animals and/or pets other than recognized service animals as provided in section 10.9 are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense.

12.2 While the Carrier and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master nor Carrier is liable to the Passenger in respect of any loss or injury to the pet or animal while in the Carrier's possession/custody.

12.3 Recognized service animals are subject to and must comply with national and EU Regulations regarding health, inoculations, training and travel. It is the Passenger's responsibility to have all necessary papers and check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call. For cruises departing from any USA port, Passenger must have in their possession a U.S. Department of Transportation Health Certificate issued by a licensed verternarian within 15 days prior to departure.

13. ALCOHOL

13.1 Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Passengers are not permitted to bring onboard any such drinks for use during the voyage, whether for consumption in their own cabins or otherwise. Alcoholic drinks in any form will not be sold to Minors during the cruise. When the itinerary includes a port located in the U.S.A the same conditions will apply for any passengers under the age 21.

13.2 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers.

13.3 The Carrier and/or its servants and/or agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or nuisance to himself/herself, other passengers and/or the Vessel. Passenger shall be solely responsible to monitor their own alcohol consumption and Carrier shall have no liability to Passenger as a result of Passenger's consumption of alcohol.

14. MINORS

14.1 All the provisions of clause 10 and the requirement of fitness to travel is applicable to all Passengers including Minors.

14.2 The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or any other authorized person over the age of 21 (for voyages that include a port in the USA) or 18 (for voyages that do not include a port in the USA). Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behavior. For voyages that include a port in the USA, persons under the age of 21 may not order or consume alcoholic beverages or participate in gambling. For voyages that do not include a port in the USA, persons under the age of 18 may not order or consume alcoholic beverages or participate in gambling.

14.3 Minors onboard must be supervised by a parent or guardian at all times and are welcome at the activities onboard or at shore excursions, provided that a parent or guardian is present. Children cannot remain onboard if their parents or guardians go ashore, unless expressly authorized by the on board staff.

14.4 The adult Passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor Passenger in the care of the adult.

14.5 Minor Passengers are subject to all the terms contained in these Conditions of Carriage.

15. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS

15.1 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 and equipment, 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 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. Passengers are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses. The Cruise Ship's doctor and medical personnel are not under the Master's or Carrier's control with regard to their diagnosis or treatment of Passengers, and the Carrier shall not be liable in any way for medical services or medicines provided or not provided.

15.2 Carrier shall not be liable for 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.

15.3 Medical facilities onboard and in the various ports of call may be limited. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its servants or agents.

16. MEDICAL TREATMENT

16.1 Passengers accept and use medicine and medical treatment at their sole risk and expense without liability or responsibility of the Carrier. Passenger agrees to indemnify the 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 Guest. Doctors, nurses and other medical or service personnel onboard the vessel 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.

16.2 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.

16.3 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 or standards 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.

16.4 The ship's 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.

16.5 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 Holiday Package. The requirement of fitness to travel is applicable to all Passengers including infants.

16.6 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 Carrier prior to booking if they need to have medical equipment on board so that the Carrier can ensure that the medical equipment can be carried safely.

16.7 It is the Passenger's responsibility to ensure that all medical equipment is in good working order and to arrange 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.

17. OTHER INDEPENDENT CONTRACTORS

17. The Cruise Ship carries on board service providers who operate as Independent Contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These Contractors may include hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The limitations referred to in these Conditions of Carriage shall apply to all Independent Contractors.

18. TRAVEL PACKAGES AND SHORE EXCURSIONS

18. Hotel accommodation and all transport (other than The Carrier's Cruise Ship) included in Package Tours or 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.

19. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY

19.1 Guests are encouraged to limit their checked luggage to two suitcases and two pieces of hand luggage per person. During the positioning cruises, the above guidelines represent the maximum limit allowed per person, provided that, in any case, the maximum amount of luggage in each cabin does not exceed 100 kg and/or 8 pieces among all

passengers in the same cabin. Prams and wheelchairs are always allowed. All luggage is to be kept in the cabin, keeping all exits free of any obstacles.

19.2 Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

19.3 The Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.

19.4 No animals or birds are permitted on board, except for recognized assistance dogs licensed to Disabled Passengers or PRM, according to Section 12.3. The Passenger shall have full responsibility for such dogs.

19.5 Passengers with their own wheelchairs must check that suitable accommodations are available at the time of booking, and a written addendum is signed by the Passenger and Company and is added to the Ticket and Contract. If medical- mobility- or other equipment is required this must be notified at the time of booking or within a reasonable time prior to the Cruise to enable the Carrier to assess whether such equipment can be carried safely. It is the passenger’s responsibility to ensure that such equipment is in good working order and that the passenger can operate such equipment.

19.6 All luggage must be securely packed and distinctly labelled. The Carrier shall not be liable for loss, damage or delay in delivery of any luggage, if luggage is not sufficiently labelled.

19.7 The Carrier shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of stevedores or other independent shore side contractors.

19.8 All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense.

19.9 The Passenger shall not be liable to pay or receive any general average contribution in respect of baggage or personal effects or property.

19.10 The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to the Carrier or to its servants, agents or representatives.

19.11 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.

19.12 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.

20. PASSENGERS' LIABILITY FOR DAMAGE

20. The Passenger shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its furnishings or equipment or any other property of the Carrier caused by any willful or negligent act or omission by the Passenger or any person for whom the Passenger is responsible including, but not limited to, children under the age of 18 travelling with a Passenger.

21. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL

21. The Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances such as, but not limited to: 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, pandemic, health risks, nationalisation, government sanction, blockage, embargo, labor 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, or any other events beyond the Carrier's control and/or any events which are unusual and/or unforeseeable.

22. LIABILITY

A. Limitations on Liability Applicable to All Voyages:

22.1 Nothing contained in these Conditions of Carriage shall limit or deprive Company 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 shall be entitled to any or all such limitations unless there is a conflict between such statutes, laws or conventions, in which case Carrier shall be entitled to invoke the limitation which provides

the most favorable limitation to the 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.

22.2 Circumstances Beyond Carrier's Control: Except as provided in Section 6 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, epidemic, 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.

22.3 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 or epidemics, 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.

22.4 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 Carrier, (b) the Passenger having been at actual risk of physical injury and such risk was caused by the negligence or fault of the Carrier, or (c) was intentionally inflicted by an employee of the Carrier as provided under 46 U.S.C. § 30509.

22.5 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.

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

22.7 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. For Cruises which depart from, arrive at, or touch any port in Florida, the United States, the Company and the Carrier to the maximum extent permitted by law 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.

22.8 No Consequential or Indirect Damages: Notwithstanding anything to the contrary elsewhere in the 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.

22.9 Transportation by Air: In cases where the Passenger has purchased an air component to their Cruise Holiday 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 the Booking Terms and Conditions and into these 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.

22.10 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 16(B), 16(C) or 16(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 Holiday Package (excluding insurance premiums and amendment charges).

22.11 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.

22.12 Carriage by Third Parties: Carriage by sea by MSC Cruises S.A. is subject to these 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 the 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 the Booking Terms and Conditions nor in these 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.

22.13 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/or the global limitation on damages recoverable from the Carrier). Nothing in the Booking Terms and Conditions nor in these 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 or 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 and/or Cruise Holiday Package.

22.14 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 Holiday Package shall have the full benefit of all provisions relating to the limitation of liability.

22.15 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.

22.16 Standard Drawing Rights (SDR): As outlined in Sections 22(C) and 22(D), several regulations and conventions use Special Drawing Rights (SDR) as the currency for determining the amounts of various liability limitations applicable to your Cruise Holiday 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. For the convenience of Passengers, the provisions of Sections 22(C) and 22(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.

22.17 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.

22.18 By embarking on an MSC Voyage, the Passenger consents to be auto-enrolled in MSC's complimentary Voyagers Club rewards program. The Voyagers Club Terms & Conditions can be found at https://www.msccruisesusa.com/-/media/global-contents/voyagers-club/msc-voyagers-club-new/pdf/voyagers_club_terms_and_conditions.pdf. The Passenger may cancel their Membership to the Voyagers Club at any time by:

1. emailing mscvoyagersclub@msccruisesusa.com and including the Passenger's full name, date of birth, and Voyagers Club Membership number or booking number for a past cruise;
2. calling 1-877-665-4655; or
3. contacting MSC Cruises SA in writing at MSC Cruises SA, Avenue Eugène-Pittard 16, 1206 Geneva (Switzerland).

22.19 British Damages Guidelines: MSC passengers come from a wide variety of countries and our ships sail on numerous diverse international itineraries. The venue for litigation of personal injury or death claims against the Company varies depending upon the itinerary of the voyage and the location where the cruise was purchased. Most countries provide an equitable system of calculation for general damages. In an effort to ensure all guests are treated similarly regardless of where the cruise ticket was purchased or choice of itinerary, Passenger and Company hereby irrevocably agree that if trial occurs in a jurisdiction which does not rely upon a published scale of General Damages for personal injury, emotional distress or death (including the United States), then the Judicial College Guidelines for the Assessment of General Damages in Personal Injury Cases, 17th Edition, published by Oxford University Press in 2024 ("Damage Guidelines"), shall be admissible in evidence, is agreed to be a fair and reasonable

quantum of General Damages, and shall be the only source of information offered, presented or argued in court or before a jury for the calculation of General Damages for any particular injury or injuries. General Damages cover such intangible elements of damages including, but not limited to, past and future pain, suffering, disability, and loss of enjoyment of life. Both Passenger and Company further stipulate that if at trial either party opts to suggest any quantum or method of calculation of General Damages, such calculation or method shall be based solely on the Damage Guidelines and any suggested monetary amount shall not be less than the minimum Guideline Amount for the subject injury or injuries, nor more than the maximum Guideline Amount for the subject injury or injuries. Either parties' violation of this provision shall be grounds for a mistrial provided such request is made prior to any verdict being rendered. Nothing in this stipulation shall limit the authority of the court (or jury in the case of a jury trial) to award damages as permitted by law and nothing herein shall require either party to suggest any quantum of general damages or mechanism for calculation of general damages, but this stipulation allows admission into evidence of the Damage Guidelines and prohibits either party from suggesting or arguing to the judge or jury that damages should be below the minimum amount or above the maximum amount specified therein or should be calculated using any alternative formula or methodology. Copies of the Damage Guidelines are available at major booksellers worldwide, on amazon.com, or from Oxford University Press, Great Clarendon Street, Oxford, OX2 6DP, United Kingdom or their website at https://global.oup.com/academic/product/guidelines-for-the-assessment-of-general-damages-in-personal-injury-cases-9780198900702.

22.20 Economic Damages: In any action seeking economic damages resulting from any illness, injury or death, the parties stipulate that for medical expenses, the amount claimed or presented to the trier of fact shall be the amount actually paid for those services if accepted by the provider as payment in full for those services, (2) that if the Passenger has been treated on a lien or letter of protection basis by any medical provider, that provider's claimed amount shall not exceed the higher of that provider's Medicare rate for such service or the average insurance industry approved rate for such service (whichever is higher), and (3) billed amounts shall not be admissible or presented if the provider accepted a lower amount as payment in full for the service(s).

22.21 Discovery: To ensure that any litigation is cost-efficient and expeditious to both parties, in the case of any action for a single individual's accident, injury or death, the parties stipulate that notwithstanding any court rule or statute to the contrary, the following limits shall apply in any legal action arising from or related to Passenger's cruise: (a) Each party shall propound no more than 20 Interrogatories, 20 Requests to Produce and 20 Requests for Admission, including all subparts, (b) decisions or reports and recommendations by the Magistrate Judge on motions which are referred by the parties or the Court to the Magistrate Judge shall be deemed binding on both parties, (c) corporate representative depositions shall be limited to no more than 7 areas of inquiry, (d) neither party may designate more than three expert witnesses, (e) neither party shall file more than two discovery motions, excluding motions to compel responses where the other party has failed to respond to propounded discovery. In any case where there is more than one Plaintiff or more than one Defendant, either party may seek relief from

these limitations, but only to the extent reasonably necessary to explore individual issues relating to unique plaintiffs or defendants.

B. Additional Liability Limitations Applicable to USA Voyages:

22.22 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"):

22.22.1 The 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

22.22.2 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.

C. Additional Liability Limitations Applicable to EU Voyages:

22.23 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 territory; 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"):

22.23.1 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 (approximately US$550,433) 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. 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.

22.23.2 Unless deemed inapplicable to Passenger's carriage, Carrier'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 Conditions of Carriage 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.

22.23.3 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 US $500 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.

22.23.4 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:

22.24 For all Cruise Packages where the Cruise itinerary is not a USA Voyage or EU Voyage (as defined in Sections 22(B) and 22(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:

22.24.1 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 Conditions of Carriage 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

22.24.2 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 US$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.

23. SHORE EXCURSIONS

23. Shore Excursions are operated by independent third party companies and Carrier does not control the operation of such tours and makes no warranty or guarantee of safety on Shore Excursions. In no event shall carrier be liable for any death, injury or loss arising from or related to any Shore Excursion regardless of whether such excursion was purchased through Carrier or onboard Carrier's vessel. These Conditions of Carriage, including limitation of liability, are applicable to the shore excursions purchased, whether in the form of a ticket coupon or voucher, whether prior to embarkation or from the Carrier after embarkation.

24. APPLICABLE LAW

24.1 For all Cruise Holiday 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 768.125).

24.2 For all Cruise Holiday 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 including EU Voyages), the applicable law to this Contract shall be Italian law.

24.3 Any claim or litigation resulting from any events occurring ashore in The Bahamas or in the water within the boundaries of the Ocean Cay Marine Reserve shall be governed by and constructed in accordance with the laws of the Commonwealth of The Bahamas. In the event of any conflict between this Section 24.3 and either Section 24.1 or 24.2, this Section 24.3 shall prevail.

25. JURISDICTION

25.1 For all Cruise Holiday Packages where the Cruise portion of the itinerary includes any port in the USA or which embarks or disembarks in the USA (USA Voyages), should any dispute of any kind or nature whatsoever arise between Passenger and the 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, Florida, to the exclusion of any other court, venue or jurisdiction.

25.2 For all Cruise Holiday 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), such matters shall be resolved exclusively by the courts of Naples, Italy to the exclusion of any other court, venue or jurisdiction.

25.3 Any claim or litigation resulting from any events occurring ashore in The Bahamas or in the water within the boundaries of the Ocean Cay Marine Reserve shall be resolved exclusively by the Supreme Court of The Bahamas. Passenger irrevocably agrees to the Supreme Court of The Bahamas as the exclusive venue for any such proceedings whatsoever. In the event of any conflict between this Section 25.3 and either Section 25.1 or 25.2, this Section 25.3 shall prevail.

26. TIME LIMIT TO GIVE NOTICE OF CLAIMS

26.1 The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Carrier's Master, Ship's Doctor, or Safety Officer while onboard the Vessel.

26.2 There are strict time limits for giving notice of legal claims and for initiating legal action (filing suit) against the Carrier. Carrier shall have no liability for any injury, death, loss or damage which does not comply with these important deadlines.

26.3 Notices of Claim for death, illness, emotional stress or personal injury, with full particulars in writing must be received by the Carrier within six (6) months (185 days) after the date of such death, injury, or illness occurring in accordance with 46 U.S.C. § 30509; and 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; and 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. All legal Notices under these Conditions of Carriage shall be sent by registered mail to LEGAL DEPARTMENT, MSC Cruises S.A., Avenue Eugène Pittard 16, CH-1206 Geneva (Switzerland).

26.4 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 other than for death, injury or loss or damage to property must be submitted in writing and received by the Company within 60 days of the termination of the Cruise. 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.

26.5 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 Passenger may complain to the relevant enforcement body in the country of embarkation.

27. TIME LIMITS FOR FILING ANY LAWSUIT

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

27.2 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:

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

27.2.2 For Voyages including a USA port, (USA Voyages), claims for personal injury, illness, or death shall be time barred if not filed in the proper court not later than one (1) year from the date of injury or death, except that for claims involving a Passenger under the age of eighteen (18) or an incompetent person, in which case the 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.

27.2.3 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 Carrier or the Cruise Ship, such action shall be time barred if not commenced not later than six (6) months (185 days), from the date of Passenger's disembarkation.

28. SEVERABILITY

In case any provision, subsection of any provision, or portion of any provision of these Booking Terms and Conditions shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, subsections of provisions and other portions of the invalid, illegal or unenforceable provisions shall remain in fully force and effect and shall not in any way be affected or impaired thereby.