Standard Booking Terms and Conditions

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

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 ALONG WITH ALL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE. PASSENGER'S ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 4, 7, 8, 10, 11, 16, 20, 26 AND 27 OF THESE BOOKING TERMS AND CONDITIONS WHICH LIMIT THE COMPANY AND CARRIER'S LEGAL LIABILITY AND AFFECT OR LIMIT YOUR LEGAL RIGHTS. SOME PROVISIONS MAY VARY BY ITINERARY.

All Cruise Packages featured in the Company's brochure and/or on the Official Website are offered for sale by the Carrier MSC Cruises S.A., hereinafter referred to as the "Company". The ticketing agency for Carrier in the USA is MSC Cruises (USA) LLC. MSC Cruises (USA) LLC does not own, operate or control Carrier or the Vessels.

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. 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. In the event of a direct conflict between a provision of these Booking Terms and Conditions and a provision of the Cruise Industry Passenger Bill of Rights ("PBOR") in effect at the time of booking, the PBOR controls.

"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 designated 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 16, Eugène 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 Company's vessels, and their 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. The Conditions of Carriage are available to Passengers upon request and at https://www.msccruisesusa.com/conditions-of-carriage.

"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) as well as, depending on the Cruise itinerary, the call and the duration of any stay on Ocean Cay MSC Marine Reserve, operated by the Company. A Cruise – if not purchased with pre- or post-Cruise services – can be considered by itself as a Cruise Package.

"Cruise Package" means the Cruise whether or not in combination with flight(s) and/or any pre- and/or post-Cruise arrangement for accommodation. It includes, depending on the Cruise itinerary, the call and the duration of any stay on or within the Ocean Cay MSC Marine Reserve. 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.

"Guest Conduct Policy" means the terms and conditions which govern passenger conduct while aboard any MSC vessel. The Guest Conduct Policy is available to Passengers upon request and at https://www.msccruises.com/int/-/media//Global-Contents/PDF-Documents/Guest-Conduct-Policy.

"Minor" means any person under the age of 21 (on voyages that include a port in the USA) or 18 (on cruises that do not include a port in the USA).

"Nonperformance of Transportation" means the Company or the Carrier cancelling or delaying a Cruise by three (3) or more calendar days, if the Passenger elects not to embark on the delayed Cruise or a substitute Cruise offered by the Company.

"Official Website" means the set of related web pages, documents, and hypertext links served from the web domain www.msccruisesusa.com.

"Passenger" means each and every person, including minors, named either on the Booking confirmation or on an invoice or 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. The 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 the Company or Carrier, for which Passenger shall at all times remain liable, or any failure to remit a refund from the Carrier or Company to Passenger. Passenger acknowledges that their Passenger Travel Agent acts solely as the Passenger's agent, and not as agent for the 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 the 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 who requires special accommodation or adaptation of services as a result of any physical disability (sensory or locomotor, permanent or temporary), mental disability, or other impairment.

"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 the 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 fees and taxes, such amount may, at the Carrier's sole option, be issued in the form of a credit certificate for future government fees and taxes 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 taxesactually 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, the Company's Sales Agent is MSC Cruises (USA) LLC, which acts as sales agent only and is not the Carrier. MSC Cruises (USA) LLC may be referred to as "MSC Cruises USA" herein.

"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.

"**Vessel"** means any MSC ship upon which Passenger travels and receives accommodation.

"**World Cruise**" means the tour of the world prearranged by the Company and offered for sale as a single Cruise Package. 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, the Conditions of Carriage, and the Guest Conduct Policy, and that he/she has the authority to accept these Booking Terms and Conditions, Conditions of Carriage, and the Guest Conduct Policy on behalf of all the persons named on the Booking request and invoice.

For all cruises (excluding Yacht Club, MSC Grand Hamptons Villa, and World Cruise), a deposit equal to: cruises 4 nights or less - $99 per passenger; cruises 5-14 nights - $199 per passenger; cruises 15 nights or more - $300 per passenger, is due and payable by the Passenger at time of Booking.

For Yacht Club, a non-refundable deposit equal to: cruises 4 nights or less - $99 per passenger; cruises 5-14 nights - $199 per passenger; cruises 15 nights or more - $300 per passenger, is due and payable by the Passenger at time of Booking.

For MSC Grand Hamptons Villa, a non-refundable deposit equal to 15% (fifteen percent) of the price of the Cruise Package is due and payable by the Passenger at time of Booking.

For World Cruise, a non-refundable deposit equal to 15% of the price of the Cruise Package is due and payable by the Passenger within 7 calendar days starting from the date of the Booking confirmation.

For Passengers booking airfare through the Company, the full price of the airfare must be paid at the time of booking, in addition to any other applicable deposits.

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.

For all cruises (excluding MSC Grand Hamptons Villa and World Cruise) full payment is required no later than 75 calendar days prior to departure for cruises with 4 nights or less, no later than 90 days prior to departure for cruises with 5-14 nights, and no later than 110 days prior to departure for cruises with 15 nights or more.

For World Cruise 2026, 2027, and 2028, full payment is required no later than 120 calendar days prior to departure. For MSC Grand Hamptons Villa full payment is required no later than 90 calendar days prior to departure.

If the Booking application is made within 75 calendar days (or 90, 110, or 120 calendar days, as applicable) 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 applicable 75, 90, 110 or 120 day deadline, the Company has the right to cancel the Booking without notice and levy cancellation charges in accordance with Section 13 entitled "Cancellation and Changes by the Passenger" below, whether the Cruise Package is resold or not.

The cruise fare does not include 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, specialty coffee beverages, medical expenses, spa, beauty salon, gaming, onboard shopping, onboard charitable donations, service charges, or any other items of a personal nature. The cruise fare also does not include government fees and taxes or port expenses, including without limitation, all taxes, fees, tolls, and charges imposed by governmental or quasi-governmental authorities, and third party fees and charges arising from a vessel's presence in a harbor or port.

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, unless otherwise indicated herein.

Prior to 20 calendar 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; and (c) 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).

Government fees and taxes and port expenses are subject to change and the Company reserves the right to collect any increases in effect at the time of sailing even if full payment has been received by the Company.

4. PUBLIC HEALTH AND COVID-19 HEALTH AND SAFETY MEASURES; KNOWING ACCEPTANCE OF RISKS

PASSENGERS ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH THEIR PHYSICIAN AND TO REVIEW THE WEBSITE FOR THE U.S. CENTERS FOR DISEASE CONTROL & PREVENTION ("CDC") FOR UPDATED INFORMATION. THE CDC HAS IDENTIFIED INDIVIDUALS WITH UNDERLYING MEDICAL CONDITIONS, REGARDLESS OF AGE, WHO ARE, OR MAY BE, AT INCREASED RISK OF SEVERE ILLNESS OR DEATH FROM THE VIRUS THAT CAUSES COVID-19. AMONG ADULTS, THE RISK FOR SEVERE ILLNESS OR DEATH FROM COVID-19 INCREASES WITH ADVANCING AGE. PASSENGER ACKNOWLEDGES, UNDERSTANDS, AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS, AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/OR WHILE TRAVELING TO OR FROM THE VESSEL, PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES INCLUDING, BUT NOT LIMITED TO, COVID-19 AND ITS VARIANTS, INFLUENZA, COLDS, NOROVIRUS, AND POTENTIALLY NEWER DISEASES NOT YET KNOWN. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN CONGREGATE SETTINGS INCLUDING CRUISE SHIPS AND IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, IS BEYOND THE CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

The Carrier has adopted specific COVID-19 Health and Safety Measures which include specific requirements, restrictions, and protocols developed with input from medical, science, and public health experts and guidance from international, national, and regional health authorities, including CDC and local health agencies when the Vessel is within that agency's jurisdiction. Passenger acknowledges that these directives may change from time-to-time and that the Carrier's COVID-19 Health and Safety Measures may therefore change, and that the Carrier's COVID-19 Health and Safety Measures on the Official Website at the time of Passenger's sailing date controls. Carrier's COVID-19 Health and Safety Measures are available to Passengers upon request and on the Official Website at https://www.msccruisesusa.com/health-and-safety-measures. PASSENGER EXPRESSLY AGREES TO COMPLY NOT ONLY WITH THE COVID-19 HEALTH AND SAFETY MEASURES AS THEY ARE DESCRIBED HEREIN, BUT ALSO AS THEY ARE SET FORTH IN MATERIALS DISTRIBUTED BY THE CARRIER AND/OR ON THE OFFICIAL WEBSITE, AT ALL TIMES INCLUDING PRE-EMBARKATION, WHILE ONBOARD, DURING PORT CALLS AND SHORE EXCURSIONS, AND/OR DURING FINAL DISEMBARKATION. In case of any conflict between the COVID-19 Health and Safety Measures described herein or on the Official Website, the Official Website controls and Passenger's agreement to abide by said website constitutes an integral part of these Booking Terms and Conditions.

Passenger acknowledges that the Carrier's COVID-19 Health and Safety Measures may change from time to time and may include some or all of the following: (1) Passenger's completion of an accurate, truthful and complete health questionnaire, containing any health or travel-related questions as determined by the Carrier in its sole discretion based on advice from relevant government or health authorities or medical experts, for each Passenger prior to boarding; (2) pre-embarkation and/or periodic COVID-19 testing; (3) pre-embarkation and/or periodic temperature checks; (4) Passenger's confinement to his/her cabin or elsewhere pending receipt of COVID-19 test results, in the event he/she contracts COVID-19 or has had close contact with a person suspected or confirmed as having COVID-19, and/or in the event Carrier or any public health authority instructs Passenger to be confined to his/her cabin or elsewhere in the interests of public health; (5) technology-enabled contact tracing via wearable device technology; (6) modified capacity rules for certain activities or amenities either on or off the Vessel (including, but not limited to, restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of Passenger to participate in particular activities; (7) mandatory use by each Passenger (except for children under the age of 2 years) of face masks in most locations outside of the Passenger's cabin while onboard, during embarkation, disembarkation, and shore excursions; (8) mandatory physical distancing of Passengers at any/all times while onboard and during embarkation, disembarkation, and shore excursions; (9) restrictions, conditions, or prohibitions on going ashore and additional restrictions during shore excursions depending on local conditions including, but not limited to, denial of disembarkation at destination(s) unless

participating in only shore excursions sold through the Carrier and denial of re-boarding vessel for any noncompliance by Passenger or members of Passenger's traveling party with the COVID-19 Health and Safety Measures; (10) mandatory hand-sanitizing by Passenger upon entry or exit of any public areas; (11) quarantine onboard or ashore; (12) emergency disembarkation of Passenger if, in the Carrier's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (13) the required completion by Passenger in a timely manner of any written authorizations or consent forms required for the Carrier to carry out its COVID-19 Health and Safety Measures (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (14) vaccination of Passengers with documentary proof satisfactory to the Carrier and/or relevant government agencies or officials; (15) refusal to allow embarkation of or requiring disembarkation of any individual who has travelled to, from, or through any region which in the Carrier's sole discretion and/or in public health authorities' recommendation is believed to pose an unreasonable risk of COVID-19 exposure, any individual who himself/herself or a close contact has been exposed to someone with or under suspicion of having COVID-19 in the past 14 days, and/or any individual who tests positive for COVID-19 or fails the Company's embarkation screening protocol and/or has a fever, or fails any other screening protocol intended to mitigate the risk of COVID-19 onboard; and/or (16) any other policies and procedures deemed by the Carrier in its sole discretion or recommended or required by any public health agency or authority to be necessary to reduce the risk of spread of COVID-19. The **Carrier is not obligated to implement any or all of the above COVID-19 mitigation actions, and Passenger acknowledges that his/her cruise may include some, all, or none of the above COVID-19 mitigation actions**. For cruises departing from the State of Florida, COVID-19 restrictions and policies may not apply while the vessel is in Florida waters if such restriction, requirement, or policy would violate any Florida statute or Executive Order. If Passenger elects to voluntarily provide information or documentation of their COVID-19 vaccination status, Passenger agrees that such information or documentation is voluntarily given by Passenger to the Company, that the Company may share such information with relevant government health agencies or other government officials, and Passenger waives and releases any claim against the Company arising from or related to the Company's possession, use, retention, or disclosure of such documentation or information.

Notwithstanding any other provision contained herein or in the Carrier's cancellation and refund policy, any noncompliance by Passenger or members of Passenger's traveling party with Carrier's COVID-19 Health and Safety Measures, or these Booking Terms and Conditions, shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in the Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Passenger shall not be entitled to a refund or compensation of any kind. Passenger will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the United States or the Passenger's country of residence. Under no circumstances shall the Carrier be liable for any costs, damages, or expenses whatsoever incurred by any Passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by the Carrier or government health authorities.

Passenger agrees that if at any time within five (5) days prior to embarkation, Passenger tests positive for COVID-19, exhibits signs or symptoms of COVID-19, has had close contact with a person confirmed or suspected as having COVID-19, or the Carrier otherwise determines, in its sole discretion, that Passenger is unfit to board because of any communicable illness, the Carrier will deny boarding to such Passenger as well as members of Passenger's traveling party.

Passenger understands and agrees that if, after boarding, and even if Passenger has fully complied with all Carrier's COVID-19 Health and Safety Measures, Passenger tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, the Carrier may disembark, refuse re-boarding after a shore excursion or shore visit, or quarantine Passenger as well as members of his/her traveling party, or take other steps which the Carrier determines, in its sole discretion, or as recommended or required by government health officials, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Passenger who is disembarked, refused re-boarding, or quarantined shall be entitled to a prorated refund or future cruise credit for the unused portion of the cruise fare. Each such Passenger is responsible

for all other related costs and fines including, without limitation, travel and lodging expense. Under no circumstances shall the Carrier be liable to any such Passenger for any costs, damages, or expenses whatsoever incurred by any Passenger.

5. INSURANCE

The Company strongly recommends that every Passenger have an adequate travel insurance policy which covers them sufficiently for Cruise Package cancellation, medical assistance and expenses, medical evacuation or repatriation, 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. Insurance related to COVID-19 may be required for certain Passengers as part of Carrier's COVID-19 Health and Safety Measures, which are available at https://www.msccruisesusa.com/health-and-safety-measures.

6. PASSPORT, VISAS, AND MINORS

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 the Carrier's vessel or aircraft. 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. In particular, the Company is not responsible in case Passengers are denied embarkation for lack or incompliance with immigration requirements resulting from the new EES (Entry Exit System) managed by Frontex and EU-LISA ("European Union Agency for the Operational Management of Large-Scale IT Systems in the Area of Freedom, Security and Justice") automatic passport control system set to enter into force by 10th November 2024. Passenger agrees to indemnify and reimburse the Carrier for any fine or other costs incurred by the Carrier as a result of Passenger's failure to have all required travel documentation or noncompliance with applicable regulations and Passenger authorizes the Carrier to charge such amounts to Passenger's stateroom account and/or credit card. Passengers are strongly advised to check all legal requirements for traveling abroad and at the various ports including the requirements relating to visas, immigration, customs and health.

Passengers 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) must travel accompanied by their parents or a legal guardian. If one of the traveling minor's parents is not cruising, then a signed authorization letter, from the absent parent authorizing the minor to travel, made in accordance with the laws of the country where the minor resides and in accordance with the laws of the country of each port of call, must be provided at the time of Embarkation. If the minor is traveling with Passengers that are not his/her parents or legal guardians, then a document signed by both parents or all legal guardians authorizing the minor to travel with a chaperone or other designated individual, made in accordance with the laws of the country where the minor resides and in accordance with the laws of the country of each port of call, must be provided at the time of Embarkation, in accordance with Company policies.

As a general rule, the Company does not allow minors to occupy a cabin without the presence of at least one adult. "Minor" means any person under the age of 21 (on voyages that include a port in the USA) or 18 (on cruises that do not include a port in the USA).

However, minors aged under 18 years old can occupy a cabin by themselves if the following conditions are met:

a. minor guests are travelling with only one parent or legal guardian;
b. the parent or legal guardian expressly requests, when making the booking, that the minors are assigned a cabin without the presence of an adult and signs a waiver of liability;

c. the number of minors travelling with the parent or legal guardian is between 2 and 5;
d. the cabin is occupied by either 1 minor aged no less than 12 years old or 2 minors where the oldest is at least 12 years old and the youngest is at least 8 years old;
e. no more than 2 minors are booked alone to the cabin;
f. the Booking is not with the Bella Experience.

For the vessels MSC Lirica, Armonia, Sinfonia, Opera, Musica, Orchestra, Poesia, Magnifica, Fantasia, Splendida, Preziosa and Divina, the parent or legal guardian and the minors shall only be accommodated in connecting cabins, and the minor cabin's balcony shall be locked.

For all the other vessels, the following additional requirements apply:

- the parent or legal guardian and the minor(s) shall be accommodated in connecting cabins with the minor cabin's balcony being locked or in interior adjacent cabins; and
- the parent or legal guardian shall be required to purchase a bracelet to have access to the cabin occupied by the minor(s) at any time during the cruise.

For the purpose of this clause, "*adjacent cabins*" is defined as two cabins, at least one without a balcony, which have no more than 3 cabins between them, and that pertain to the same assembly station and corridor. "*Connecting cabins*" is defined as two cabins that are connected by an internal door.

For itineraries that include a U.S. port, guests aged between 18 and 20 years old, whose booking includes a passenger 21 years or older, are allowed to occupy a cabin alone without the requirements indicated above.

7. 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.

Company's vessels do not have medical facilities for pre-natal or neonatal care nor facilities or equipment for childbirth. The Company cannot accept a Booking and the Carrier cannot carry any Passenger who will be more than 23 weeks and 6 days pregnant at any point during the voyage. Pregnant guests are encouraged to seek medical advice before traveling. If pregnant guests are planning to travel onboard at any stage of their pregnancy prior to the 23 week and 6 day limit, they must obtain a medical certificate from an obstetrician or gynecologist, confirming an intrauterine pregnancy and their fitness to travel on board the vessel taking into account the specific itinerary, as well as the expected date of delivery confirmed by ultrasound. The Company reserves the right to deny embarkation if no documentation is provided or if the Company and/or the ship's doctor believe that there is significant risk during the voyage for the guest to travel.

The Company and the Carrier expressly reserve the right to refuse boarding rights to any Passenger who appears to be above the 23 week and 6 day pregnancy limit or who does not provide the medical certificate in accordance with the above policy. The Company and the Carrier shall have no liability nor owe any refund to any Passenger for any such refusal.

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.

Infants under two years of age are permitted on board, except for Cruises that include eleven (11) nights or more, in which case all Passengers must be at least two (2) years of age at the time of embarkation.

No pets or other animals are allowed on the vessel at any time except for certain necessary service animals of a Passenger with a disability. Emotional support animals are not allowed on the Carrier's vessels. Service animals require written notification to the Carrier at the time of Booking and the Carrier's written approval. Passenger agrees to accept responsibility, reimburse, and/or indemnify the Carrier for any loss, damage, or expense whatsoever related to the presence of any service animal brought on the Carrier's vessel. Passenger further agrees to determine and meet any documentary or other requirements related to the animal. Service animals lacking proper documentation or failing to otherwise meet the requirements of each port of call will be denied boarding 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 this event.

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, 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.

8. 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 the 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 any requested special accommodations or expected medical treatment to the Company in writing at the time of Booking and no less than 30 days prior to embarkation, 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 and no less than 30 days prior to embarkation. The online Accessibility and Medical Requests Form can be found at https://www.msccruisesusa.com/manage-booking/accessibility-medical-requests-form.

By booking passage, the 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 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. Passengers planning to bring a mobility scooter must contact the Company to ensure their mobility scooter will fit through the doorway of their cabin. Doorways can be 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, the 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. Hands and arms should be kept fully inside the tender at all times. 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.

9. 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, H1N1, and COVID-19. 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, H1N1, and COVID-19. Refusal by a Passenger to complete the questionnaire may result in denied boarding.

Where Passengers become ill during the Cruise with a communicable illness the Company and/or the Carrier has the right to implement public health control measures. 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. The Company and the 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.

10. 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 the online Accessibility and Medical Requests Form, which can be found at https://www.msccruisesusa.com/manage-booking/accessibility-medical-requests-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 Passenger'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.

11. 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 deal with general emergencies, and treat minor conditions onboard. The Passenger hereby acknowledges and accepts that the medical center does not have equivalent resources to a land-based hospital and the doctor is not specialized in every field of medicine. 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, Passengers 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 7 of these Booking Terms and Conditions and the requirement of fitness to travel are applicable to all Passengers including infants.

12. MEDICAL EQUIPMENT

Guests requiring medical equipment must complete the online Accessibility and Medical Requests Form at least 30 days prior to sailing. The Form can be found at https://www.msccruisesusa.com/manage-booking/accessibility-medical-requests-form. 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 Passenger is responsible for any costs involved in replacing or repairing their personal equipment. The ship does not carry any replacement equipment or supplies, and access to shore-side care and equipment may be restricted, impossible or costly. Passengers must be able to operate all equipment independently. The Carrier strongly recommends that all Passengers travel with a sufficient supply of their prescription medications to last fourteen (14) days beyond the scheduled conclusion of the Cruise.

13. CANCELLATION AND CHANGES BY THE PASSENGER

Except as otherwise provided, Passengers are not entitled to any refund, payment, compensation or credit for any cancellation initiated by them. Cancellation of the Booking must be requested from the Company via telephone at 877-665-4655 from the Passenger or Passenger's Travel Agent. To cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:

For all sailings except those including Asia or Far East Destinations:

Cruises 4 Nights or Less***		Cruises 5 to 14 Nights***		Cruises 15 Nights or More***	
Prior to Departure	Penalty	Prior to Departure	Penalty	Prior to Departure	Penalty
74 - 51 days	Deposit Non-Refundable	89 - 61 days	Deposit Non-Refundable	109 – 61 days	Deposit Non-Refundable
50 - 31 days	50% penalty*	60 – 46 days	50% penalty*	60 – 46 days	50% penalty*
30 - 16 days	75% penalty*	45 – 16 days	75% penalty*	45 – 16 days	75% penalty*
15 – 0 days	100% penalty**	15 – 0 days	100% penalty**	15 – 0 days	100% penalty**

MSC Yacht Club			
Cruises 4 Nights or Less***		Cruises 5 Nights or More***	
Prior to Departure	Penalty	Prior to Departure	Penalty
51 days or more	Deposit Non-Refundable	61 days or more	Deposit Non-Refundable
50 - 31 days	50% penalty	60 – 46 days	50% penalty
30 - 16 days	75% penalty	45 – 16 days	75% penalty
15 - 0 days	100% penalty**	15 – 0 days	100% penalty**

MSC Grand Hamptons Villa	
90 days or more prior to departure	15% penalty*
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 2026, 2027, 2028	
90 days or more prior to departure	15% penalty*
89 - 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 sailings including Asia or Far East Destinations (excluding World Cruises):

Cruises 5 Nights or Less***		Cruises 6 to 14 Nights***		Cruises 15 Nights or More***	
Prior to Departure	Penalty	Prior to Departure	Penalty	Prior to Departure	Penalty
89 - 75 days	Deposit Non-Refundable	120 - 90 days	Deposit Non-Refundable	120 – 90 days	Deposit Non-Refundable
74 - 61 days	50% penalty*	89 – 75 days	25% penalty*	89 – 75 days	25% penalty*
60 - 31 days	75% penalty*	74 – 61 days	50% penalty*	74 – 61 days	50% penalty*
30 – 0 days	100% penalty**	60 – 31 days	75% penalty*	60 – 31 days	75% penalty*
		30 – 0 days	100% penalty**	30 – 0 days	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.

Cancellation charges are assessed on total fares (excluding government fees and taxes and airfare), which include cruise fare, hotel packages and any other additional services arranged through MSC Cruises S.A. or MSC Cruises (USA) LLC. For Passengers booking airfare through the Company, the full airfare becomes non-refundable twenty-four hours after Booking, and such cancellation fee is due in addition to the above cancellation charge structure. In cases where a penalty phase may be less than the penalized deposit amount, the greater amount will be assessed as the penalty. Please note that hotels have their own cancellation policies and charges.

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 the Carrier nor the Company have any liability under the travel insurance policy in the event of cancellation.

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 Section 7 or 18. Cruise contracts are non-transferable. In such instances, any pre-paid onboard purchases (including but not limited to drink packages, internet packages, spa services, shore excursions, and hotel service charges) will not be refunded for any reason.

A name change fee of $50 per name change will apply for any name change made from the time the Booking penalty period begins, as stated in the above cancellation chart, until 7 calendar days prior to departure. An original passenger must remain in the Booking for the name change not to be considered a cancellation. If an original passenger does not remain in the Booking, it will be considered a cancellation and is subject to the above cancellation charges. For Bookings that include airfare, name changes are not possible and will be considered a voluntary cancellation by the Passenger and is subject to the above cancellation charges.

For Bookings with the Bella Experience, a departure date change fee of $50 per person will apply for any departure date change made from the time the Booking penalty period begins, as stated in the above cancellation chart, until 30 days prior to departure. The new departure date must be within 90 calendar days of the original departure date. Any change to a date that is more than 90 calendar days from the original departure date is considered a cancellation and is subject to the above cancellation charges. Any change made less than 30 calendar days prior to departure is considered a cancellation and is subject to the above cancellation charges. For any departure date change, the original departure date shall be used to calculate all cancellation charges, if applicable.

For Bookings with the Fantastica, Aurea or Yacht Club Experience, one departure date change can be made free of charge from the time the Booking penalty period begins, as stated in the above cancellation chart, until 30 calendar days prior to departure. Any subsequent departure date change will result in a fee of $50 per person. The new departure date must be within 90 calendar days of the original departure date. Any change to a date that is more than 90 days from the original departure date is considered a cancellation and is subject to the above cancellation charges. Any change made less than 30 calendar days prior to departure is considered a cancellation and is subject to the above cancellation charges.

For Bookings for World Cruise, any departure date change must be to another World Cruise and, in such case, will be assessed a fee in the amount of 15% of the price of the Cruise Package paid by the Passenger. Any departure date change within 30 calendar days prior to departure is considered a cancellation and is subject to the above cancellation charges.

Certain promotional Bookings, including but not limited to promotional casino offers, may include additional terms limiting departure date changes. In the event of a discrepancy, the terms of any such offer govern the Booking and supersede the departure date change terms outlined herein.

For any Bookings that include airfare, a departure change will be considered a voluntary cancellation of the air portion of travel and is subject to the above cancellation charges for airfare.

In addition to the administration fees mentioned above, if the price of the new Cruise Package is higher than that of the original Cruise Package, the difference in price and any insurance premium will be borne exclusively by the Passenger. If the price of the new Cruise Package is lower than that of the original Cruise Package, no refund will be due to the Passenger.

MSC Cruises S.A. and MSC Cruises (USA) LLC offer travel 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.

14. 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 before or during same, 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.

If the booking change is effected before the start of the package, the Passenger will be offered the choice of:

a) Accepting the alteration; or
b) Accepting a substitute Cruise Package directly offered by the Company, having an equivalent or higher quality. If the substitute Package offered is of a lower quality, a refund of the price difference will be granted; or
c) Choosing and booking another available Holiday Package among those offered by the Company. If such Holiday Package is more expensive than the one originally chosen, the Passenger shall pay the difference in price. If, conversely, the price is lower, the Passenger will receive a refund of the difference in price; or
d) Cancelling and receiving a full refund of all monies paid.

If the booking change is made during the performance of the Holiday Package and a significant proportion of the travel services cannot be provided as agreed in the booking confirmation, the Company will propose suitable alternative arrangements, of an equivalent or higher quality, for the continuation of the Package as scheduled at no additional cost, or – failing to do so – the Passenger shall be reimbursed of the price difference in the event that the alternative arrangements are of lower quality than those specified in the booking confirmation.

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. 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 Company) 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 this 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.

The Company has the right to assign another cabin for the Passenger, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced cabin, the Passengers affected by such change will be entitled to a refund of the price difference, according to the then current rates.

15. CANCELLATION BY THE COMPANY

The Company reserves the right to cancel any Cruise Package at any time for any reason by giving written notice to the Passenger. In such cases the Company will offer the Passenger the choice of

a) Accepting a substitute Cruise Package directly offered by the Company, having an equivalent or higher quality. If the substitute Package offered is of a lower quality, a refund of the price difference will be granted along with the substitute Package; or
b) Choosing and booking another available Holiday Package among those offered by the Company. If such Holiday Package is more expensive than the one originally chosen, the Passenger shall pay the difference in price. If, conversely, the price is lower, the Passenger will receive a refund of the difference in price; or
c) Cancelling and receiving a full refund of all monies paid.

In addition, the Company reserves the right to cancel any Cruise Package at any time for any reason with no notice and offer a refund of all monies paid.

In no event shall the Company or Carrier be liable for any consequential damages or other damages as a result of such cancellation.

For instructions on how to obtain a refund in the event of Nonperformance of Transportation, please visit https://www.msccruisesusa.com/nonperformance.

The Company reserves the right to reject or cancel any new Bookings made by or on behalf of former Passengers who, during a previous Cruise Package (a) behaved in a manner dangerous to themselves, other Passengers and/or crew members; (b) damaged and/or endangered the Company's assets; (c) failed to resolve outstanding debts owed to the Company; (d) violated the Booking Terms and Conditions, Conditions of Carriage, Guest Conduct Policy, or the Master's instructions; or (e) for any other reason in the sole discretion of the Company. The Company reserves the right to reject or cancel any Bookings made by or on behalf of any Passenger who has ever been convicted of a sex offense or a violent crime. The Company further reserves the right to reject or cancel any Bookings made by or on behalf of any Passenger who is determined through the passenger screening process to be included in the U.S. National Sex Offender Registry or any other applicable sex offender list.

16. IMPORTANT LIMITATIONS ON THE COMPANY'S LIABILITY

A. Limitations on Liability and Passenger Litigation 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.

(i) 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, the 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 the Carrier's exclusive control, or any other act or omission not shown to be caused by the Carrier's negligence.

(ii) 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.

(iii) 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.

(iv) 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 the Company or Carrier, or for any event caused by the criminal conduct of any third party who is not the Company's or Carrier's employees.

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

(vi) 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.

(vii) Alcohol Liability: In consideration for being permitted to purchase and consume alcohol onboard the vessel, the 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. The Carrier and the Company sell and allow the Passenger to consume alcohol in reliance on the Passenger's representation herein. For Cruises which depart from, arrive at, or touch any port in Florida, 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.

(viii) 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.

(ix) 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.

(x) 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 Package (excluding insurance premiums and amendment charges).

(xi) 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. The Passenger agrees that any liability release applicable to the Shore Excursion provider shall apply likewise with equal force to the Carrier and the Company even if the Carrier and Company are not named on such release. The Company's liability shall never exceed that of the Shore Excursion provider.

(xii) Carriage by Third Parties: Carriage by sea by MSC Cruises S.A. is subject to the Conditions of Carriage and Guest Conduct Policy. 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. The 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.

(xiii) 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.

(xiv) Third Parties: The servants 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.

(xv) 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.

(xvi) Standard Drawing Rights (SDR): As outlined in Sections 16(C) and 16(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. For the convenience of the Passenger, the provisions of Sections 16(C) and 16(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.

(xvii) 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.

(xviii) 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.

(xix) 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).

(xx) 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:

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. The Carrier and Company's liability for service of alcohol is further limited and subject to Florida Statutes 768.125.

(3) WAIVER OF CLASS ACTION: THESE BOOKING TERMS AND CONDITIONS PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON THE PASSENGER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, THE PASSENGER AGREES THAT ANY LAWSUIT OR OTHER CLAIM AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY THE PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND THE PASSENGER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING THE PASSENGER TO PARTICIPATE IN A CLASS ACTION.

(4) WAIVER OF RIGHT TO *IN REM* PROCEEDINGS: IN THE EVENT OF A MARITIME TORT, THE PASSENGER MAY OTHERWISE HAVE THE RIGHT TO PROCEED *IN REM* TO ARREST THE SHIP OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED *QUASI IN REM* TO ATTACH ANY OF THE CARRIER'S SHIPS TO ESTABLISH JURISDICTION. THE PASSENGER HEREBY WAIVES ANY RIGHT YOU MAY HAVE TO AN *IN REM* OR *QUASI IN REM* PROCEEDING, WAIVE THE PASSENGER'S RIGHT TO ARREST OR ATTACH ANY OF THE CARRIER'S SHIPS INCLUDING BUT NOT LIMITED TO FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST THE CARRIER, IF AT ALL.

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) The 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 the Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, the 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 the Carrier proves that the shipping incident occurred without the 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, the 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.

(2) Unless deemed inapplicable to the Passenger's carriage, the 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 liability of the Company and the Carrier shall not exceed 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 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 16(B) and 16(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) The 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 liability of the Company and the Carrier shall not exceed 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 the liability of the Company and the Carrier shall not exceed 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.

17. 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 the Company's 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.

18. PASSENGER'S RESPONSIBILITY

The Passenger agrees to abide by the terms of the Guest Conduct Policy, which is incorporated by reference herein. 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 8 (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 18 (including all subparts) and/or the Guest Conduct Policy, 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. The Company and the 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 18, the Guest Conduct Policy, the Conditions of Carriage, 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 the 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 their 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 officially offered by the Company or its agreed independent contractors. Passengers are not allowed to take photographs or videos for commercial or marketing purposes without prior written permission from the Company.

Passengers shall not bring onboard the vessel any illegal drugs or other controlled substances (defined as a drug or other substance that is tightly controlled by the government because it may be abused or cause addiction) including but not limited to medical marijuana. Illegal drugs or controlled substances will be confiscated and MSC Cruises reserves the right, in its sole discretion, to report violations of this prohibition to the appropriate authorities. Any attempt to bring illegal drugs or controlled substances onboard may lead to denial of boarding, reboarding, or otherwise accessing the vessel.

19. 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.

The Company shall not be responsible for personal injuries, death, or property damage, economic loss, inconvenience or delay, consequential damages, or change of itinerary or accommodations incurred by any Passenger which may occur due to acts or omissions or tortious conduct on the part of any direct or supplemental air carrier, hotel or other suppliers of arrangements and services or other independent contractors, their employees, agents or others not under the direct control of the Company. The Company reserves the right to substitute air carriers and to change schedules without prior notice should circumstances so require. The Company reserves the right to add or withdraw an air departure or arrival city at any time but will attempt to accommodate those Passengers under final payment. Air bookings are not guaranteed and are subject to air carrier's availability and restrictions. Passengers who purchased an air component through the Company will, if applicable, be responsible for securing their own hotel accommodations and will be responsible for hotel, taxes, porterage, and transportation between the hotel and the airport/pier.

The Company strives to accommodate each Passenger on flights that will ensure timely arrival and boarding of their vessel. In the event that weather conditions or other flight changes delay the Passenger's arrival to the vessel, the Company, at its own expense, will make alternate flight and/or hotel arrangements to get the Passenger to the port of embarkation in time to board the vessel, or to the first port of call without violating the Jones Act. If no viable options are available to join the vessel, the Passenger will be given a Future Cruise Credit to apply towards a future cruise. The Company reserves the right to change or alter, without notice, flight arrangements in order to meet our vessel departure and/or arrival times, even if tickets have already been issued. The Passenger will be notified of flight re-accommodations. If the Passenger chooses to cancel their flight arrangements, they will be responsible for any additional cost or fees resulting from the cancellation. The Company and the Carrier shall not in any circumstances be liable for any loss or damage resulting from the Passenger missing his or her flight and shall not for any reason issue a refund of airfare after twenty-four hours following Booking and payment.

20. 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 calendar 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) calendar 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 16, 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 no 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 no 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, Carrier and actual 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.

21. CONSUMER PROTECTION

For information on Consumer Protection issues for cruises booked in the USA, see the PASSENGER BILL OF RIGHTS section at 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/.

22. DATA PROTECTION

For information on Company's privacy and data protection policies, see the PRIVACY section at www.msccruisesusa.com.

23. VARIATION

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

24. SMOKING POLICY

MSC Cruises respects the needs and desires of all Passengers, 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 Passengers, our ships are designated as non-smoking, except for certain designated smoking areas. Any and all forms of smoking, including vaping, are strictly prohibited at any time in staterooms, on stateroom balconies and anywhere else onboard not specifically designated as a smoking area. Marijuana possession or use, including medical marijuana, is strictly prohibited onboard, on shore excursions and at private destinations. Violation of non-smoking rules will result in a US$250 deep cleaning fee and may result in disembarkation. We also remind Passengers that throwing cigarette butts or anything else overboard at sea is strictly prohibited by international maritime laws and can create a fire hazard.

25. 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.

26. LAW, VENUE AND JURISDICTION

(A) 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 768.125). 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.

(B) 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.

(C) 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, and 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 26(C) and either Section 26(A) or 26(B), this Section 26(C) shall prevail

27. 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 visit 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, the Conditions of Carriage, and the Guest Conduct Policy at any time without notice.

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.