GENERAL MSC CRUISES TERMS AND CONDITIONS

VALID FROM 1 JANUARY 2025

THESE ARE THE TERMS AND CONDITIONS, WHICH APPLY TO YOUR HOLIDAY PACKAGE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.

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Definitions

All Holiday Packages featured in the Company's brochure and/or in the Official Website are offered for sale by MSC Cruises SA, hereinafter referred as the "Company".
In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

"Booking" means the steps taken by the Passenger to enter into a Contract with the Company.

"Booking Terms & 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.

"Carrier" means the entity who has undertaken the obligation to carry the Passenger from one place to the other as indicated in the Cruise ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as "carrier". Carrier includes the owner and or charterer and or operator and or manager and their servants and or agents.

"Company" means MSC Cruises SA, whose registered address is Avenue Eugéne-Pittard 16 1206 Geneva, who organizes Holiday Packages and sells or offers them for sale, whether directly or through a Sales Agent.

"Conditions of Carriage" means the terms and conditions under which the Carrier provides transport either by air, road or sea. The Conditions of Carriage may refer to the provisions of the law of the country of the Carrier and/or international conventions which may limit or exclude the liability of the Carrier. Copies of the Conditions of Carriage of any Carrier are available to the Passengers upon request.

"Contract" means the contract concluded between the Company and the Passenger relating to the relevant Holiday 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 the 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 Holiday Package.

“Disabled Passenger” or “Passenger with Reduced Mobility”; means any Passenger whose mobility when using transports is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Passengers.

“Guest Conduct Policy” means the document available at : guest-conduct-policy.pdf (msccruises.ie)

“Unavoidable and Extraordinary Circumstances” 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, 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.

"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

“Holiday 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 the Ocean Cay – MSC Marine Reserve, operated by the Company. It does not include Shore Excursions or shuttle services which do not form part of the inclusive Holiday Package price.

“Official Website” means the set of related web pages, documents and hypertext links served from the web domain www.msccruises.ie

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

“Sales Agent” means the person or travel agency that sells or offers for sale the Holiday Package put together by the Company, on its own or on behalf of the Company.

“Shore Excursion” means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Holiday Package and is offered for sale by the Company onboard its vessels.

“World Cruise” means the tour of the world prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, the World Cruise 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 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 authorised Sales Agents or representatives.

1.1 By booking for a Holiday 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 the Booking Terms & Conditions and that he/she has authority to accept these Booking Terms & Conditions on behalf of all the persons named on the Booking request and invoice.

1.2 A non-refundable deposit of Euro 75 per person for cruise only (up to 3-nights), Euro 100 per person cruise only (4-11 nights), Euro 200 per person cruise only (more than 12 nights), Euro 250 per person for air inclusive holidays (including infants of under 2 years) is due and payable by the Passenger at the time of Booking. For the World Cruise, a non-refundable deposit equal to 15% of the price of the Package is due and payable by the Passenger within the first week starting from the date of the booking confirmation.

1.3 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's Sales Agent.

2. Contract

2.1 Every Holiday 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 & Conditions) is paid and the confirmation invoice provided to the Passenger.

2.2 Full payment is required no later than 76 days prior to departure for bookings less than 14 days in duration.(93 days for cruises of 15 nights or more, including the MSC World Cruise 2025, MSC World Cruise 2026 and MSC World Cruise 2027)

2.3 If the Booking application is made within 76 days prior to departure (93 days for cruises of 15 nights or more, including the MSC World Cruise 2025,MSC World Cruise 2026 and MSC World Cruise 2027), then full payment must be sent at the time of Booking.

2.4 If any Passenger fails to pay the balance 76 days prior to departure (93 days for cruises of 15 nights or more including the MSC World Cruise 2025,MSC World Cruise 2026 and MSC World Cruise 2027), the Company has the right to cancel the Booking without notice and levy cancellation charges in accordance with paragraph 13 below, whether the Holiday Package is resold or not.

3. Prices and Price Guarantee

3.1 No change to the Holiday Package price will be made within the 20-day period before departure or once full payment has been received by the Company.

3.2 The Company reserves the right to modify the Contract price at all times prior to those detailed in 3.1 above to allow variations for:
a) Air transportation costs;
b) Fuel costs for the propulsion of the vessel;
c) Dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports.
Variations may be upwards or downwards. For paragraph a) any variation of the Holiday Package price will be equal to the extra amount charged by the airline. For paragraph b) any variation of the Holiday Package price will be equal to 0.33% of the price of the Cruise for every dollar of increase of the fuel per barrel (NYMEX Index). For paragraph c) any variation of the Holiday Package price will be equal to the full amount of the fees.

3.3 If the increase would be 2% or less of the holiday price shown on the Passenger's Confirmation Invoice (excluding insurance premiums and any amendment charges), the Company will absorb the changes in its costs and will only pass on to the Passenger any increase above that level. If any change in the Company's costs would cause a reduction in the Passengers holiday price, the Company will not make refunds of amounts less than 2% of Passenger's holiday price but it will refund in full amounts exceeding such 2% after deducting an administration charge of €25.00.

3.4 If the increase in the Holiday Package price amounts to more than 8% on the total Holiday Package price at the time of Booking, the Passenger will be entitled to cancel the Contract with a full refund of the Holiday Package price within the limits and to the extent of the amount effectively paid by the Passenger at the time of cancelation. Such right of refund does not include insurance premiums paid which are in no case refundable.
3.5 To exercise the right to cancel the Passenger must notify the Company in writing within 7 days of receiving the price increase notification.

4. Insurance

4.1 The Company recommends that every Passenger should have adequate insurance policy which covers them sufficiently for Holiday Package cancelation, medical assistance and expenses, loss and/or damage of the luggage, from the time the Contract has been confirmed as Booked to the end of the Holiday Package.

5. Passport, Visas and Travel Advice

5.1 Passengers must hold fully valid passports for the whole duration of the Holiday Package and the expiry date must be at least 6 months after the return date. Certain countries insist on machine-readable and digital photo passports, especially Russia and USA.

5.2 The Company is not responsible for obtaining or checking visas for any Passenger, this is the responsibility of the individual Passenger. It is the duty of the Passenger to verify that his/her passport, visas, or other documents for travel are accepted in the countries where the Holiday Package is deployed. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, custom and health. In particular, the Company is not responsible in case that Passengers are denied embarkation for lack or incompliance of 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 in force by 10th November 2024.

5.3 Passengers under 18 years of age (or 21 years of age or Passengers embarking from a US port) must travel accompanied by their parents or a legal guardian. If one of the traveling minor's parents is not cruising, a signed authorization letter – made in accordance with the laws of the country where the minor resides - from the absent parent authorizing the minor to travel has to be provided at the moment of booking.

5.4 If the minor is travelling with Passengers that are not their parents or legal guardians, the Company shall require, at the moment of booking, a document signed by the parents or legal guardian authorizing the minor to travel with a chaperone or a designated individual, in accordance with Company's policies and the laws of the minor's country of residence.

5.5 As a general rule, MSC Cruises SA ("MSC" or "the Company") does not allow minors to stay alone in a cabin MSC 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 stay in 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 4;
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. the presence of more than 2 minors alone in the cabin is not allowed.

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 to 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 of 21 years or older are allowed to stay in their cabin alone without the requirements indicated above.

6. Fitness to Travel

6.1 The safety of all Passengers is of paramount importance to the Company, hence all Passengers warrant that they are fit to travel by sea (and if applicable by air) and that their conduct or condition will not impair the safety or convenience of the vessel or aircraft and the other Passengers, and that they can be carried safely in accordance with applicable safety requirements established by International EU or national law.

6.2 Any Passenger with a condition that may affect fitness to travel taking into account the vessel's itinerary must inform the Company at the time of Booking and submit a doctor's certificate prior to Booking.

In any case, the Company and/or the Carrier has the right to request, at their own discretion, the Passenger to produce medical certificates supporting the fitness to travel.

6.3 The Company and/or the Carriers do not have specialist obstetric and neonatal care on board any of the cruise vessels. The Company cannot accept a Booking and the Carrier cannot carry any Passenger who will be more than 23 weeks plus 6 days of pregnancy at any point during the voyage.

6.4 Pregnant guests are requested to seek medical advice before travelling. If pregnant guests are planning to travel onboard at any stage of their pregnancy prior to the 23 weeks plus 6 days limit , they must obtain a medical certificatefrom an obstetrician / gynaecologist doctor, 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.

6.5 The Company and the Carrier expressly reserve the right to refuse boarding rights to any Passenger who appears to be above 23 weeks plus 6 days limit of pregnancy threshold or who does not provide the medical certificate according to clause 6.2 and 6.3 above and shall have no liability in respect of such refusal.

6.6 In the case of a Booking made by a Passenger who was not aware at the time of Booking and could not have reasonably known at the time of Booking that she was pregnant over the terms provided by upper clause 6.5 then, the Company will offer the Passenger the choice of Booking another Cruise from the Company's brochure and/or from the Official Website of equivalent quality compliant with the above mentioned terms, if available; or cancelling and receiving a full refund of the full price paid by that Passenger for any cancellation of Booking as long as such cancellation is notified immediately as soon as such a Passenger becomes aware of her condition. The refund will not include insurance premiums paid which are in no case refundable.

6.7 Infants under 2 years old are admitted on board, except on cruises starting from 11 nights onwards, for which it is required that the minor is at least 2 years old at the moment of embarkation.

6.8 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 safety, or likely to be refused permission to disembark at any port or likely to render the Carrier liable for maintenance, support or repatriation, then the master shall have the right to refuse to embark the Passenger at any port or disembark the Passenger at any port or transfer the Passenger to another berth or cabin. The doctor onboard shall have the right to administer first aid and any drug, therapy, or other medical treatment and/or to admit and/or confine the Passenger to the ship's hospital or other similar facility, if such measure is considered necessary by the doctor and is supported by the master's authority. Refusal by the Passenger to cooperate with regard to such treatment 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 be liable for any loss, expense or compensation to the Passenger.

6.9 Where a Passenger is assessed as unfit to travel and refused embarkation then neither the Company nor the Carrier has any liability to the Passenger.

7. Disabled Passengers and Passengers with Reduced Mobility and Tender Safety

7.1 The Company's and the Carriers' priority is always the comfort and safety of its Passengers and in order to achieve this the Passenger is asked at the time of Booking to provide as much detail as possible of the matters given below so that the Company and Carrier can consider its obligation to carry the Passenger in a safe or operationally feasible manner, taking into account any issues relating to the design of the passenger ship or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger which may have an impact on the Passengers safety and comfort.

7.2 The Passenger is asked to provide full details at the time of Booking if the Passenger:
a) Is unwell, infirm, has a disability or has Reduced Mobility;
b) If the Passenger requires a special Disabled cabin, since there is a limited number of these available and since the Company would like to, wherever possible, accommodate the

Passenger so that the Passenger is comfortable and safe for the duration of the Cruise;
c) If the Passenger has any special seating requirements;
d) If the Passenger needs to bring any medical equipment on board;
e) If the Passenger needs to bring a recognised assistance dog on board the vessel (please note that assistance dogs are subject to national regulations).

7.3 Where the Company and/or the Carrier consider strictly necessary for the safety and comfort of the Passenger and in order for the Passenger to fully enjoy the Cruise, it may require a Passenger with reduced ability or a Passenger with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Passenger or Passenger with Reduced Mobility. This requirement will be based entirely on the Company and/or the Carrier assessing the need of the Passenger on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Passengers confined to a wheelchair are asked to kindly furnish their own collapsible wheelchair during the whole Holiday Package and might also be requested to be accompanied by a travelling Passenger fit and able to assist them. The door width of standard cabins may be limited and affect the accessibility of larger wheelchairs.

7.4 If the Passenger has any particular condition, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Passenger and at the Passenger's expense prior to embarkation. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

7.5 If after careful assessing the Passenger's specific needs and requirements, the Company and/or the Carrier concludes that the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a Booking or embarkation of a Disabled Passenger or Passenger with Reduced Mobility on the grounds of safety.

7.6 The Company reserves the right to refuse to carry any Passenger who has failed to adequately notify the Company of any disabilities or needs for assistance in order for the Company and/or the Carrier to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety. If the Passenger does not agree with a decision of the Company under clauses 7.5 to 7.6 of these Booking Terms & Conditions then the Passenger must provide a complaint in writing with all supporting evidence to the Company.

7.7 The Company reserves the right to refuse to carry any Passenger who in the opinion of the Company and/or the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.

7.8 For the safety and comfort of the Passenger, if the Passenger becomes aware between the date of Booking the Holiday Package and the date of commencement of the Holiday Package that he/she will require special care or assistance as detailed above, the Passenger is asked to inform the Company immediately so that the Company and the Carrier can make an informed assessment whether or not the Passenger can be carried in a safe or operationally feasible manner.

7.9 Disabled Passengers or Passengers with Reduced Mobility may not be able to go ashore at ports where vessels do not berth alongside. A list of these ports is available upon written request.

7.10 In some ports, it is necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Passengers ashore. A tender is a small vessel and may not be suitable for people with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority. It is important that Passengers are able to use the tender safely. Passengers may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Passengers may need to navigate a gap between the platform and the tender (which can be approximately 1.5ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Passengers must be fit and mobile enough to access and disembark the tender. If Passengers have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Passengers must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters, will not be carried by the crew into the tender. All Passengers must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the master or any of his officers if there is any doubt as to the safety of any Passenger.
All Passengers must take extra care when stepping on and off the tender. There will be crew members there to guide and steady Passengers as they embark and disembark but they cannot support, lift or carry Passengers. The same precautions apply when Passengers disembark the tender in the port.

8. Public Health Questionnaire

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

8.2 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. The ship's doctor may require the Passenger to remain in their cabin in line with WHO and health authority protocols.

9. Food Allergies

9.1 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 in a specific form) and further to report it to the Maître d'hôtel as soon as convenient after boarding the ship.

9.2 It is the responsibility of the Passenger to ensure that he/she actively avoids any food he/she is allergic to. The Company will take all reasonable care if made aware in writing of any specific food or ingredient the Passenger has an allergic reaction to and assist the Passenger within reason to avoid any such food or ingredients if made aware by the Passenger according to clause 9.1 above; in absence of such information neither the Company, nor the Carrier will be held responsible for preparing special meals for the Passenger or any other prepared meals consumed by the Passenger. In case of multiple allergies/intolerances, even though informed according hereto, the Company or the Carrier might not be able to avoid the risk of cross-contamination during food preparation and therefore neither the Company, nor the Carrier will be held responsible if such contamination occurs.

10. Medical Assistance

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

10.2 In compliance with Flag State requirements, there is a qualified doctor onboard and a medical centre equipped to deal with general emergencies and management of most common medical conditions. The Passenger hereby acknowledges and accepts at the time of Booking that the medical centre does not have equivalent resources to a land based hospital, nor specialist medical staff or provide specialist medical services. 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.

10.3 The Passenger acknowledges that whilst 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 will be responsible to pay for onboard medical services.

10.4 In the event of illness or accident, Passengers may have to be landed ashore for medical treatment by the Carrier and/or the master. 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.

10.5 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.

10.6 It is recommended that medical advice is sought before Booking for children under 1 year old.. For the avoidance of doubt the provisions of clause 6 and the requirement of fitness to travel is applicable to all Passengers including infants.

11. Medical Equipment

11.1 It is important that Passengers contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use. 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.

11.2 It is the Passengers responsibility to ensure that all medical equipment is in good working order and to arrange enough equipment and supplies to last the entire voyage. The Passenger is responsible

for any costs involved in replacing or repairing their personal equipment. The ship does not carry any replacements and access to shore side care and equipment may be restricted and costly. Passengers must be able to operate all equipment.

11.3 If there are any particular medical conditions which require supervision then such supervision must be organised by the Passenger and at the Passenger's expense. The vessel does not provide one-to-one or other cares for physical or psychiatric or other conditions. The vessels do not offer respite services.

12. Booking Changes requested by the Passenger

12.1 The Passenger is entitled to transfer his/her Booking to a third party, provided that:
(i) said third party satisfies all the conditions for the use of the Contract; and
(ii) written notice is duly sent to MSC Cruises no later than 7 working days before departure of the Cruise.

If the conditions stated above in this clause are met, the name change will in any case be subject to a fee of €50 per change, reflecting the costs for the Company of effectuating the transfer, see clause 12.3 below. Name changes requested within 7 days of the departure will be considered as cancellation.

The Passenger and the third party contract assignee shall be jointly liable to MSC Cruises to pay the price of the Contract and any additional cost that may arise as a consequence of the change in Passenger.

Please note: an original Passenger must remain in the Booking for the name change not to be considered a cancellation. Should an original Passenger not remain in the Booking, the Change will be considered a cancellation, therefore subject to the our cancellation charges. For more information please see Section 13 – Cancellation by the Passenger.

12.2 Furthermore, even after the confirmation invoice has been issued, the Passenger is also entitled to exchange, once only, the purchased Holiday Package ("Original Holiday Package") with another Holiday Package ("New Holiday Package") on the following conditions:

i. the date of departure of the New Holiday Package is later than that of the Original Holiday Package;
ii. the request for the substitution of the New Holiday Package in place of the Original Holiday Package is received by MSC Cruises not later than 30 days before the date of the scheduled departure of the Original Holiday Package and there is availability of spaces on the New Holiday Package;
iii. the expected date of departure of the New Holiday Package falls within 90 calendar days from the expected date of departure of the Original Holiday Package.

If the conditions stated above in this clause are met, the substitution of the Original Holiday Package with the New Holiday Package will in any case be subject to the following administration fee per Passenger:

BELLA: €50 per person
FANTASTICA, AUREA, YACHT CLUB: One Free of Charge*
WORLD CRUISE: Loss of deposit equal to 15% of holiday package as per section 12.8

*Any change to a date that is more than 90 calendar days from the original departure date will result in a fee of €50 per person.

Any subsequent departure date change will result in a fee of €50 per person.

It is understood that, in addition to the administration fee mentioned above, if the price of the New Holiday Package is higher than that of the Original Holiday Package, the difference in price as well as in insurance premium will be borne exclusively by the Passenger.

On the other hand, if the price of the New Holiday Package is lower than that of the Original Holiday Package, no reimbursement will be due to the Passenger.

In case of substitution of the Original Holiday Package with the New Holiday Package, the Passenger will still be entitled to withdraw from the Contract and therefore cancellation fees will apply; cancellation fees will be based on the price due (as per above provisions) and the scale provided under clause 13 (Cancellation by the Passenger) according to the Original Holiday Package departure date.

MSC Cruises will make reasonable endeavours to comply with the Passenger requests for changes to flight, transport or other services arrangements and adapt them to the New Holiday Package. In no case whatsoever will MSC Cruises be held liable for change requests that cannot be satisfied.

12.3 Name or date changes are not always allowed by air Carriers and other transport or services providers whenever they are made. Most air Carriers and other transport or services providers treat such changes as a cancellation and charge accordingly. Any additional costs including cancellations fees and/or increased prices levied by air Carriers or other third-party providers will be exclusively for the Passenger's account and be charged as a part of the additional cost mentioned in clause 12.1 (ii) above.

12.4 Requests of amendments to the Booking received by MSC Cruises beyond the above time limits will be treated as cancellations and the cancellation charges detailed in clause 13 below will apply.

12.5 Any changes requested by the Passenger on a Combined Tour shall always apply to the whole Holiday Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Combined Tour.

12.6 Any change request related to the World Cruise shall be permitted exclusively for another World Cruise and, in such case, will trigger the loss of the non-refundable deposit equal to 15% of the price of the Package paid by the passenger.

13. Cancellation by the Passenger

13.1 Cancellation of the Booking must be requested in writing (registered letter, email to or fax) to the Company or via the Passenger's Sales Agent. All tickets issued and the confirmation invoice must be returned together after the notice of cancellation. The cancellation notice must be sent to the Company at least one working day before departure within 3pm GMT.

13.2 Save what set forth in clause 13.3 below, to cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:

Cruises <15 nights
76 days or longer before departure – loss of deposit
75 to 56 days before departure - 25%*
55 to 36 days before departure - 40%*
35 to 15 days before departure - 60%*
14 to 6 days before departure - 80%*
5 to 0 days before departure** - 100%*

Cruises >15 nights
93 days before departure - deposit
92 to 72 days before departure - 25%*
71 to 59 days before departure - 40%*
58 to 45 days before departure - 60%*
44 to 15 days before departure -80%*
14 to 0 days before departure ** - 100%*

* or loss of deposit whichever is greater.
** "no-show" upon departure and Holiday Package breaking shall be dealt as a cancellation made on the day of departure.

MSC WORLD CRUISE 2025

60 days or longer before departure
15% of holiday package*

59-10 days prior departure
75% of holiday package*

9-0**days prior departure
100% of holiday package

MSC WORLD CRUISE 2026, 2027

90 days or longer before departure
15% of holiday package*

89-10 days prior departure
75% of holiday package*

9-0**days prior departure
100% of holiday package

* or loss of deposit whichever is greater.
** “no-show” upon departure and Holiday Package breaking shall be dealt as a cancellation made on the day of departure.

13.3 In case a cabin remains for single use after the cancellation of a Passenger, the Passenger occupying the cabin for single use will be asked to pay a single surcharge charged by the Company for any single cabin Booking. Alternatively, should the remaining single passenger opt to cancel the Booking, the latter will pay the cancellation charges in accordance with clause 13.2 in addition to the insurance premium

13.4 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.

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

13.6 The Passenger will not be liable to pay the fees mentioned in clause 13.2 and 13.3 above if the cancellation is due to Unavoidable and Extraordinary Circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination.

14. Booking Changes Effected by the Company

14.1 Arrangements for the Travel Service(s) and Holiday Packages are made many months in advance. Very occasionally it may be necessary to alter them before the start of the package or during the same; therefore, MSC Cruises expressly reserves the right to change the arrangements for the Contract should such changes become necessary or advisable for operational, commercial or safety reasons.

14.2 In the event of a significant alteration to an essential term of the Contract, the Company will inform the Passenger or his/her Sales Agent of such change in writing as soon as reasonably possible.

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

a) Accepting the alteration; or
b) Accepting a substitute package directly offered by the Company, having an equivalent or an higher quality. If the substitute package offered is of a lower quality, a refund of the price difference will be granted.

c) Choosing and booking another available Holiday Packages 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, Passenger will receive a refund of the difference in price.

d) Cancelling and receiving a full refund of all monies paid

ii. If a 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 package travel contract, 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 package travel contract.

14.3 The notification of alteration will specify a reasonable response period by which the Passenger must notify the Company of their decision. The notification will further specify that if the Passenger fails to respond within the imparted time, the alterations will be considered to be accepted.

14.4 Once a Cruise or Holiday Package has been completed, and it is impossible to ensure the Passenger's return to their departure point as agreed in the Contract because of unavoidable and extraordinary circumstances, the Company shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. 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 shall apply.

14.5 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 current rates.

15. Cancellation by the Company

15.1 The Company reserves the right to cancel any Holiday Package at any time by giving written notice to the Passenger but shall not be liable for compensation, if:
(i) the cancellation is due to an event of Unavoidable and Extraordinary Circumstances and/or any unusual /or unforeseeable circumstances beyond the Company’s control, the consequences of which could not have been avoided by the Company even though it has exercised all due care;
(ii) the number of persons enrolled for the Holiday Package is smaller than the 50% of the passenger capacity of the relevant ship.
In both cases above, the Company will offer the Passenger the choice of:

a) Accepting a substitute package offered by the Company, of an equivalent or an higher quality. If the available alternative Holiday Package offered by the Company is of a lower quality, a refund of the difference in price will be offered along with the substitute package.
b) Choosing and booking another available Holiday Packages subject to the payment of the applicable price. 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, Passenger will receive a refund of the difference in price.

c) Cancelling and receiving a full refund of all monies paid

15.2 The Passenger's decision must be notified to the Company in writing or via their Sales Agent within 7 days of the notice of cancellation or otherwise instructed by the Company communication.

15.3 Without prejudice to the above, the Company reserves the right to reject or cancel new bookings made by or on behalf of former Passengers who, during a previous Holiday Package:

a) behaved dangerously for their safety and/or the one of other Passengers and/or crew members;

b) damaged and/or endangered Company's assets;

c) did not solve outstanding debts with the Company;

d) violated art. 18 of the present Booking Terms and Conditions.

e) violated the Guest Conduct Policy and/or ship's Master indications and/or the Conditions of Carriage.

f) any passenger who, as a result of the passenger screening process, is included in the US National Sex Offender Registry or any other applicable sex offender list.

The Passenger will be informed of the rejection or cancellation made under the present article in writing.

16. The Company's Liability

16.1 Subject to clause 16.3 to 16.8 the Company accepts responsibility for death, injury or illness caused by the negligent acts and or omissions of it and anyone who supplies services, which form part of the Holiday Package. The liability of the Company is limited, where applicable, by the conventions mentioned in 16.4 to 16.14 inclusive. The liability of the Company toward the Passenger is governed also by the International Conventions mentioned hereunder (see clauses 16.4 to 16.14) which provide limitations of liability of the Carrier. The Company is not responsible for any improper or non-performance which is:
a) wholly attributable to the fault of the Passenger.
b) the unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service to be provided under the Contract;
c) an unusual or unforeseeable circumstance beyond the control of the Company and/or anyone who supplies services which form part of the Holiday Package the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of Unavoidable and Extraordinary Circumstances; or
d) an event which the Company and/or anyone who supplies services which form part of the Holiday Package could not even with all due care have foreseen or forestalled.

16.2 For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clause 16.4 to 16.14 inclusive, the Company's liability for improper performance of the Contract shall be limited to a maximum of twice the price which the affected Passenger paid for the Holiday Package (not including insurance premiums and amendment charges).

16.3 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude liability. They are expressly incorporated into these Booking Terms and Conditions and are deemed to be expressly accepted by the Passenger at the time of Booking. Copies of these terms and conditions are available on request from the Company.

16.4 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. To the extent that the Company may be liable as a non-performing air Carrier to Passengers in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a Cruise between the Company and a Passenger) are expressly incorporated into these Booking Terms and Conditions and in 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. 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 upon request.

16.5 Insofar as the Company may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, the Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual Carriers (including his 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. If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

16.6 The liability (if any) of the Company and the Carrier for damages suffered as a result of death or personal injury to the Passenger, or loss or damage to luggage shall be determined in accordance with the following:

16.7 In relation to Carriage by Sea EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU .
A copy of EU Regulation 392/2009 are available on request and can be downloaded from the

Internet at http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN 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 Where the vessel is being used as floating accommodation then the provisions of the Athens Convention 1974 and the limits therein will apply and are hereby expressly incorporated into these Booking Conditions including any claims for loss of or damage to luggage and or death and or personal injury.

16.8 The level of damages the Company and the Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out in EU Regulation 392/2009, or where applicable Athens Convention 1974..

16.9 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") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation
392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, 250.000 SDR.
Liability of the Company and the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR per Passenger under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.
It is agreed that such liability of the Company and the Carrier shall be subject to the applicable deductibles per Passenger, such sum to be deducted from the loss or damage to luggage or other property.
The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting http://www.imf.org/external/np/fin/data/rms_five.aspx.

16.10 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:
(i) in the case of apparent damage before or at the time of disembarkation or redelivery
(ii) in the case of damage which is not apparent or loss of Luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

16.11 If the carriage provided hereunder is not “international carriage” as defined in Article 2 of EU Regulation 392/2009 or the vessel is being used as a floating hotel and or domestic carriage by sea in Ireland, the provisions of the Athens Convention 1974 shall apply to this contract and be deemed to be incorporated herein mutatis mutandis.

16.12 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 is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.

16.13 The Company and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Booking Terms and Conditions is intended to operate to limit or deprive the Company and the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Company and the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

16.14 Without prejudice to the provisions of 16.7 to 16.13 above, if any claim is brought against the Company and Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Booking Terms and Conditions are held to be legally unenforceable then the Company and the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Company and Carrier's own negligence or fault.

16.15 Notwithstanding anything to the contrary elsewhere in these Booking Terms and Conditions, the Company 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.

16.16 The liability of the Company is excluded for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Contract is prevented by reason of war, or threat of war, riot, civil strike, industrial dispute whether
by the Company's employees or others, terrorist activity or the threat of terrorist activity, failure of power supplies, health risks or epidemics natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, Passenger's suicide or attempted suicide or the Passenger's deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and any other circumstance of any nature whatsoever outside the Company's control.

16.17 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 Euro 500,00 and the Company shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.

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

17. Itinerary / Right to Change

17.1 The Carrier reserves the right at its sole discretion and/or that of the master of any vessel (which will not be exercised unreasonably) to decide whether to deviate from the advertised or ordinary itinerary, to delay or anticipate any sailing, to omit or change scheduled ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels or to perform any similar act which, in its and/or master's sole discretion will deem advisable or necessary for the safety, of the Passenger, of the vessel and crew. In such circumstances neither the Company nor the Carrier will be under any liability or obligation to the Passenger.

18. Passenger's Responsibility

18.1 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.

18.2 The Passenger hereby expressly agrees to allow any such search.

18.3 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.

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

18.5 The Carrier and/or the master have the right of refusing the boarding or order the disembarkation of any Passenger should they deem it necessary, for the safety, 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, is likely to endanger or impair the comfort and enjoyment of other Passengers onboard.

18.6 No Passenger shall bring any animals whatsoever, except for recognized service dogs, subject to clause 7 above.

18.7 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 clause 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.

18.8 Passenger's behaviour must not affect and reduce the safety, peace and enjoyment of the Cruise by other Passengers and shall not violate the Guest Conduct Policy and the Conditions of Carriage..

18.9 Passengers must not bring firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles onboard any vessel, without the written consent of the Company and the Carrier.

18.10 Passengers shall be liable for any damage suffered by the Company and/or the Carrier and/or any supplier of any service that forms part of the Holiday Package as a result of the Passenger's failure to comply with his contractual obligations. In particular, the Passenger shall be liable for all damages caused to the vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that the Company, Carrier or supplier may be liable to pay.

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

18.12 Passengers shall not bring onboard the vessel any illegal drugs or other controlled substances (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 or prevented from boarding or re-boarding the vessel.

19. Flights

19.1 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. In those circumstances the air ticket payment needs to be made by the Company in advance and is normally not refunded by the air Carrier. 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.

19.2 The Passenger will receive confirmation of flight timings and routes with their travel documents, which will be sent out approximately 7 days before departure.

19.3 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.

19.4 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 to the relevant air Carrier.

19.5 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 & Conditions or in law.

19.6 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.

19.7 If the Contract does not include flights, it is the Passenger's responsibility 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.

20. Complaints

20.1 Any Passenger with a complaint whilst on a Cruise must bring it to the attention of the Cruise staff onboard as soon as possible. If the Cruise staff is unable to resolve the problem, any complaint must be notified in writing to the Company within 28 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. No claims for illness will be accepted unless the Passenger has reported the illness to the Carrier and has been seen by the Ship's doctor. Complaints relating to any other part of a Holiday Package must be made promptly to the Company or the supplier quoting your booking reference number. Any complaint concerning your holiday will be dealt with carefully and fairly by our staff. Once your complaint has been fully

investigated in accordance with this procedure we will inform you of the outcome. If the complaint is upheld, then any compensation that may be awarded would be subject to our compensation terms and conditions.
To submit your complaint in writing, please send an email to customerservice@msccruises.co.uk and our team will look into this matter further.

20.2 In the event of luggage or personal effects being lost or damaged, Guests are required to to immediately notify a representative of MSC Cruises and complete the necessary form in order to start our resolution process.

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

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

20.4 You can also access the European Commission Online Dispute (ODR) Resolution platform at http://ec.europa.eu/consumers/odr/. Indicated at clause 21.3 below. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved

21. Consumer protection

21.1.1 Total Payment Protection (topp) Policy cover:

In compliance with The Package Holidays and Travel Trade Act 1995 (Republic of Ireland), an insurance policy has been arranged with Travel & General Insurance Services Limited, to protect customers' prepayments in the unlikely event of our financial failure, and paid in respect of:

cruises and holiday/travel packages sold by MSC Cruises SA and all associated MSC Cruises Group Companies to Republic of Ireland (ROI) customers with travel commencing/departing from the Republic of Ireland, United Kingdom and European Union. This includes cruises and holiday/travel packages sold via agents of the Policyholder in ROI where the principle in the sale contract is still MSC Cruises SA and all associated MSC Cruises Group Companies. Holidays/travel packages put together (bundled) by the agent in ROI is not protected under this policy.

for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled
- repatriation of customers as may be applicable, subject to the terms of the insurance policy.

In the unlikely event of financial failure please contact the claims helpline on +44(0)1702 811397. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Accelerant Insurance Europe SA.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Place du Champ de Mars5,1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised under code 3193 and regulated by the National Bank of Belgium (NBB) and the Financial Services and Markets Authority (FSMA). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms in the UK. Details of the Temporary Permissions Regime which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation are available on the Financial Conduct Authority's website.

22. Data Protection

22.1 The Company requires personal information including but without limitation to name, address, gender, citizenship and dietary requirements which may disclose a Passenger’s religious beliefs, any health, medical disability and any other special needs to process the Passenger’s booking effectively. The Company may pass this information on to other relevant individuals such as travel agents, hotels, airlines or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by other such bodies. The company may also circulate a passenger list to all Passengers prior to the Cruise which will include the names and nationality of each passenger.

22.2 The Passenger consents to such transfer of information, including to other countries which may not have such robust requirements regarding data protection as Ireland, unless the Passenger objects in writing to the Company no later than seven days prior to the scheduled departure date. It is the Passenger’s responsibility to make sure that information, which the company holds about them is up to date and accurate. The Company’s Data Protection Policy is set out in the Privacy Policy which is incorporated into these terms.

22.3 Personal data relating to individual Passengers shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. Passengers consent to the collection, processing, storing and use of their personal data to enable the Company to perform the cruise. This may include providing Passenger details to Governments, immigration, port state control, police, flag state and other competent authorities and or as may be required by law. In the case of emergencies the Passenger consents to the Company and the Carrier providing personal data to shore side doctors, next of kin, the Company and Carrier’s insurers and advisors and the Passenger’s medical insurers. Personal Data shall only be kept for as long as is necessary or required by law.

23. Variation

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

24. Smoking Policy

24.1 MSC Cruises respects the needs and desires of all Guests, and we have considered carefully the subject of those who smoke and those who do not. In compliance with global standards, smoking is freely permitted in dedicated areas throughout the ship and equipped with a special air extraction system.

24.2 In principle, smoking is not permitted in any food service areas (buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served).

24.3 The Carrier highly recommends Passengers avoid smoking in the cabins because of the risk of fire. Smoking on the cabin balconies is not allowed. MSC Cruises reserves the right to levy a fee should passengers be found smoking in not designated area of the vessel. Repeatedly smoking in non- smoking areas can ultimately lead to disembarkation.

24.4 Smoking is permitted in dedicated areas of at least one bar on each ship, and on one side (indicated by signage) of the principal outer pool deck areas, where ashtrays are provided.

24.5 Throwing cigarette butts over the side of the ship is prohibited.

25. Liability of Employees Servants and Subcontractors

25.1 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 & Conditions and these parties may invoke these Booking Terms & Conditions and the Conditions of Carriage to the same extent as the Company and/or the Carrier.

25.2. Shore Excursions are operated by independent contractors even if sold by Sales Agents or on board the cruise ship. The Company shall not be responsible in any way for the services provided by such independent contractors. The Company operates as mere agent for the Shore Excursion provider. 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 and injuries suffered by the Passenger as a result of the negligence or otherwise of the Shore Excursion providers. The Company will exercise reasonable skill and care in the selection of a reputable Shore Excursion provider. 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 Company's liability shall never exceed that of the Shore Excursion provider.

26. Law and Jurisdiction

26.1 The present contract is governed by Irish law. Should any dispute arise on the interpretation or application or performance of the present contract, it will be deferred to the exclusive jurisdiction of the Courts of Ireland.

27. Errors Omissions and Changes

27.1 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 & Conditions applicable to the single Cruise or Holiday Package are those in force at the time of completing the Booking, irrespective of those published in the relevant Company's brochure, it is recommended to check with the Sales Agent or by visiting the Company's Official website for the most up to date Booking Terms & Conditions.

TERMS AND CONDITIONS FOR SHORE EXCURSIONS AND SPECIAL SERVICES

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Online Booking Terms & Conditions for Shore Excursions

Please read these terms and conditions carefully before booking an excursion. For shore excursions that are booked online, please check the appropriate check box confirming that you have read and understood the terms and conditions. Please note that if English is not your first language then it is your responsibility to ensure that you have clearly understood these terms and conditions.

As used herein "MSC", "us" or "we" means MSC Cruises S.A. , and its or their affiliates, subsidiaries, parents and/or vessels. Shore excursions are provided by third independent contractors. MSC will exercise reasonable skill and care in the selection of a reputable Shore Excursion providers. Shore Excursions purchased or booked through this web site, via Sales Agents or onboard any MSC vessel are organized and operated by independent contractors.

MSC shall not be responsible in any way for the services provided by such independent contractors. MSC does not guarantee the performance or safety of the shore excursions offered nor does MSC guarantee the accuracy of shore excursion descriptions or information shown on this website, and MSC disclaims liability for any inaccuracies relating to the shore excursions offered on this website. MSC undertakes no responsibility for and shall not be liable for the misrepresentations, breaches of contract, breaches of statutory duty, negligence or intentional or accidental conduct of any of the shore excursion providers.

MSC has no control over the way the providers of the shore excursions provide their services. Providers of shore excursions available for purchase on this website, via Sales Agents or onboard any MSC vessel have represented to MSC that they carry out their duties in accordance with accepted standards of behavior. MSC undertakes to make no independent assessment of the safety or security of any shore excursion or of the providers of such excursions.

All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of booking. However, if there is an error we reserve the right to correct it as soon as we become aware of it. If any corrective change is not acceptable to you after you have booked, then you will be entitled to a full refund of what you paid for the goods and/or services booked.

MSC will not be responsible for possible variations to the program due to local holidays and/or closing of the sites to be visited and/or any other event (strikes, demonstrations, mechanical breakdowns, etc.), which could prevent from performing the tour in a complete or partial way. The routing and timing of each tour will be reconfirmed onboard. Every shore excursion/tour requires a minimum number of participants and may have a maximum limit of participants. If the minimum number of passengers required is not achieved the excursion may be cancelled. If the language minimum number of passengers booked for an excursion is not met, the tour may be led by a bilingual guide.

You and all members of your party, by booking a place on any excursion where there is a degree of physical exertion involved, confirm that you and all those others who have booked are in good physical and mental condition, with no history or condition such as seizures, dizziness, fainting, heart condition, respiratory problems or back/neck problems, or any other medical condition of body or mind which could make physical exertion or lack of access to immediate medical care hazardous (these examples are not exclusive) or any other illness, infirmity or condition that would preclude you from participating in any excursions that you have selected. You should also make sure that no one in your party who has booked such an excursion is taking medicine that carries a warning about impairment of physical or mental abilities.

If you are pregnant, certain excursions may not be suitable for you. When booking any excursions, it is your responsibility, including any member of your party that has booked an excursion, to make sure that you are fit and well enough to take part in any excursion booked and to take care of yourself whilst on it.

If you participate in an excursion involving water, you should take care in avoiding alcohol and eating a full meal. Where buoyancy aids are provided for an activity they must be worn at all times. Be aware that the sea is unpredictable. Life guards are not always present and there may not be a flag or other system to indicate whether or not it is safe to go in the water. In addition, beach activities may not be supervised or accompanied so take care to satisfy yourself as to the safety of the beach and/or the sea at the time of your excursion. Children must always be supervised by you at all times whist on an excursion, especially near water.

All such activities are undertaken by you and any member of your party that has booked at your/ their own risk and MSC cannot be held liable for any injury, loss, death or damage whatsoever resulting as a consequence. Before booking any activity excursion it is very important, and your responsibility, that you and any member of your party that has booked an excursion to check that your travel insurance covers the specific type of excursion booked.

You or any member of your booking may be prevented from participating in an excursion (whether pre-booked or not), if it is determined that you or any member of your booking is unsuited to undertake the excursion, or if you or they appear to be under the influence of drugs or alcohol. In the event that you are prevented from undertaking the excursion for any

of these reasons then you may not be entitled to any refund of the cost of the excursion booked.

The provider of shore excursions may require participants to sign a liability release and/or assumption of risk form before participating in the excursion. Such releases are particularly common in the case of snorkelling or scuba diving excursions.

By taking part to an excursion guests are accepting and committing to follow the instructions and regulations received by the guide.

If you buy the prepaid shore excursion the full payment must be made at the time of booking by credit card. The shore excursions can be booked, modified or cancelled either up to 2 days before cruise departure either on board*. If you cancel the shore excursion booked before cruise commences, no cancellation fees will be applied, provided that such cancellation is done before the departure date and MSC Cruises is notified in writing of your intention to cancel the reservation of the Shore Excursion.

Before booking your Shore Excursion, please confirm and check the relevant box indicating that you have read and understood these terms and conditions. The booking shall be deemed to be successfully complete only upon full payment.

We will confirm your booking by issuing a confirmation receipt by e-mail. We will communicate with you using the email address you have provided. We will assume that your email address is correct and that you understand the risks associated with using this form of communication.

Once we have received and confirmed your reservation, you the 'Lead Passenger' will become contractually liable for the goods and services booked.

The Operator may cancel any excursion, should it not reach the minimum number of participants; in this case the reserving passenger will receive a full refund of all money paid for the concerned excursion.

These Terms and Conditions are subject to the Law and Jurisdiction applicable to your cruise Booking Conditions with MSC.

*On board the excursions can be modified up to 48 hours prior to the commencement of the booked shore excursion. If you want to cancel the shore excursion onboard, no cancellation fees would be applied, provided if the cancellation made 48 hours prior to the commencement of the booked shore excursion. Any refund will automatically be posted to your onboard account. Tours involving flights, trains, special events, overland stays, hotel stay and private arrangements are excluded. Other restrictions may apply.

Online Booking Terms & Conditions for Special Services

Please note that if English is not your main language then it is your obligation to ensure that you have clearly understood these booking on line terms and conditions relating to any goods or services offered by any third party before ticking the appropriate box confirming that you have read and understood them.

As used herein "MSC", "us" or "we" means MSC Cruises S.A., and its or their associate or parent companies, subsidiaries and/or vessels. All reasonable care has been taken to ensure

that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of printing. However, if there is an error we reserve the right to correct it as soon as we become aware of it or to modify prices at any time without notice including after booking.

If any corrective change is not acceptable to you after you have booked, then you will be entitled to a full refund of what you paid for the goods and/or services booked and MSC and supplier shall thereafter be relieved of any further liability of any kind or nature whatsoever.

You accept that, when booking services with any third party goods or services supplier, such as a Spa treatment or parking services, you will be entering into a contract directly with the suppliers of the goods or services. MSC undertakes no responsibility for and are not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any of the third party suppliers who sell their goods and services through this website or through MSC or whilst on board. We are not responsible or liable for the acts/omissions of the third party suppliers in relation to such goods or services which results in any loss, damage, or injury to you or any member of your party booking or purchasing such goods or services.

You and all members of your party by booking any services confirm that you and all those others who have booked are in good physical and mental condition, with no history or condition such as seizures, dizziness, fainting, heart condition, respiratory problems, back/neck problems, or any other medical condition of body or mind which could make the service you have booked hazardous (these examples are not exclusive). It is your responsibility to make sure that you are fit and well enough to take part in such services and to take care of yourself whilst on it.

You should also make sure that no one in your party who has booked such a treatment is taking medicine that carries a warning about impairment of physical or mental abilities. If you are pregnant some type of treatment may not be suitable for you.

If you have any doubts about your ability to participate in such services, check with your personal physician before booking.

If you book the special services before cruise commences, the full payment will be debited on your board account at the time of embarkation. The booking shall be deemed to be successfully complete unless cancelled or modified within 4 days before the expected date of departure, thereafter you will not be able to cancel or modify on-line your booking for special services anymore.

Should you cancel or modify any service booked, you might be charged with a fee according to the type of the on-board service as specified in the service description. You agree on behalf of yourself and all member of your party who have booked any service or have reserved any of the advertised goods to be bound by these terms and conditions before booking your optional extras please confirm and tick the box below. We will confirm your booking by issuing a confirmation receipt together with these terms and conditions by Email. We will communicate with you using the Email address you have provided at the time of booking. We will assume that your Email address is correct and that you understand the risks associated with using this form of communication.

Once we have received and confirmed your booking, you the ‘Lead Passenger’ will become

contractually liable for the goods and services booked.

These Terms and conditions are subject to the Law and Jurisdiction applicable to your cruise Booking Conditions with MSC Cruises. You may also further be subject to any specific Law and Jurisdiction in relation to any third party providers' services or goods that you have purchased and in respect of which that contract is subject to.