Standard Booking Terms and Conditions

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

All Holiday Packages featured in the Company's brochure and/or in the Official Website are offered for sale by MSC Cruises S.A, 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".

"Company" means MSC Cruises S.A. whose registered address is 16, Eugene Pittard, CH-1206 Geneva, Switzerland who organises 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.

"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.

"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), which – if not purchased with pre- or post-Cruise services – can be considered by itself as an 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 : https://www.msccruises.com/int/-/media//Global-Contents/PDF-Documents/Guest-Conduct-Policy

"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.

"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 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.com

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

"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

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

1.2 By booking for an 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.

1.3 A deposit of (20%) per person (European cruises) and (20%) per person (outside Europe) 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 seven calendar days starting from the date of the booking confirmation.

1.4 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 30 days prior to departure. For the World Cruise 2025, the World Cruise 2026 and the World Cruise 2027, full payment is required no later than 90 days prior to departure.

2.3 If the Booking application is made within 29 days prior to departure, then full payment must be sent at the time of Booking.

2.4 If any Passenger fails to pay the balance 30 days prior to departure, 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.
d) the exchange rates relevant to the Holiday Package.

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 in the Holiday Package price amounts to more than 8% of 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.

3.4 To exercise the right to cancel the Passenger must notify the Company in writing within 3 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, or an equivalent policy.

5. PASSPORT AND VISAS

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 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 for 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 his 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 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. 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 Carriers, at their own discretion, has the right to request 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 certificate from 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 6.4 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.

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, Disabled 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 Disabled Passenger or 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 conditions, 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. 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 persons 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. In addition to any Health and Safety measures that the Company may adopt, 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 , H1N1 and COVID-19. 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 clause9.1 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 replacement and access to shore side care and equipment may be restricted and costly. Passengers must be able to operate all equipment.

12. BOOKING CHANGES REQUESTED BY THE PASSENGER

12.1 The Passenger is entitled to replace himself with a third party, provided that:

(i) said third party satisfies all the conditions for the use of the Holiday Package; and

(ii) written notice is duly sent to the Company no later than 7 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 the following fee reflecting the costs for the Company doing the transfer:

BELLA	FANTASTICA	AUREA	YACHT CLUB
EUR 50			

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 the Company to pay the price of the Holiday Package and any additional cost that may arise as a consequence of the change in Passenger.

12.2 Furthermore, even after the confirmation invoice has been issued, and with the exception of the World Cruise, the Passenger is also entitled to exchange 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 the Company not later than 30 calendar 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	FANTASTICA	AUREA	YACHT CLUB	WORLD CRUISE
EUR 50	Free once ; On payment from 2nd cruise move onwards			loss of deposit equal to 15% of holiday package as per section 12.8

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.

The Company will make reasonable endeavors 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 the Company 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 part of the fee mentioned in clause 12.1(ii) above.

12.4 Save as provided above, other changes to the Booking may be requested (even after the confirmation invoice has been issued) until 60 days prior to departure, subject to a minimum administration fee of €50 per person per amendment. Any additional costs that may arise as a consequence of the change will be exclusively for the Passenger's account.

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

12.6 In case the changes requested by the Passengers entail the printing of new Cruise tickets, further to the above mentioned fees an amount of EUR 25.00 per cabin will be charged to cover the extra costs. This does not apply for changes pursuant to item 12.1 where the changes reflect the actual costs.

12.7 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.

13. CANCELLATION BY THE PASSENGER

13.1 Cancellation of the Booking must be requested in writing (registered letter, email 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.

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:

CRUISE < 15 NTS		CRUISE ≥ 15 NTS	
60 day or longer fee*	EURO 50 handling	90 days or longer handling fee*	EURO 50
59 - 30 days	25%	89- 60 days	25%
29 - 22 days	40%	59- 52 days	40%
21- 15 days	60%	51- 35 days	60%
14 days - 6 days	80%	34 - 15 days	80%
5 days till 0 **	100%	14 days till 0	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.

WORLD CRUISE 2025	
60 days or longer	15% of holiday package*
59-10 days prior departure	75% of holiday package
9-0 days prior departure	100% of holiday package

WORLD CRUISE 2026	
90 days or longer	15% of holiday package*
89-10 days prior departure	75% of holiday package
9-0 days prior departure	100% of holiday package

WORLD CRUISE **2027**	
90 days or longer	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.

YACHT CLUB (for all cruises)	
120 days or longer	100 Euro
119-90 days prior to departure	25% of holiday package
89-60 days prior to departure	40% of holiday package
59-30 days prior to departure	60% of holiday package
29-15 days prior to departure	80% of holiday package
14-0 days prior to departure	100% of holiday package

13.3 In case a cabin remains for single use after the cancellation of a Passenger: (a) the Company will levy to the withdrawing Passenger charges according to the above clause 13.2, which in any case will not be lower than EUR 100.00, in addition to the insurance premium; (b) the Passenger occupying the cabin for single use will also bear a 100% single surcharge, or any lower single surcharge the Company will be levying at that moment to any single cabin Booking.

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.

13.7 In case of promotional rates a special cancellation policy shall apply.
For further details, please get in touch with your travel agent or check the web site mentioned above.

14. BOOKING CHANGES EFFECTED BY THE COMPANY

14.1 Arrangements for the Cruise or the Holiday Package are made many months in advance by the Company. Very occasionally it may be necessary to alter them before the start of the package or during the same; therefore the Company expressly reserves the right to change the arrangements for the Cruise or the Holiday Package, 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, the 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 additional 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 3 days of the notice of cancellation.

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 three times 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.

16.6The 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 is available on request and can be downloaded from the Internet at 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

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

16.18 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 Company 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.
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.

18.7 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.

18.8 It is strictly forbidden for Passengers to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles on-board any Vessels which could be dangerous for the safety of Passengers and the Vessels.

18.9 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.

18.10 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.

18.11 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 Passenger will be informed on the identity of the carrying airline or the aircraft type to use to execute the Holiday Package as soon as the Company becomes aware of such identification details. 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.

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. 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 should be notified in writing to the Company within 30 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 an Holiday Package must be made promptly to the Company or the supplier.

20.2 In the event of luggage or personal effects being lost or damaged, Guests are required 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 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.

21. CONSUMER PROTECTION

In compliance with the applicable legislation, the Company has taken out an insurance policy no. 2022088 with the insurance company REVO Insurance S.p.A., current in Slovakia, in order to guarantee, in the unlikely event that MSC Cruises ceases to trade, the refund of any money paid by the passenger to MSC Cruises for an advance booking as well as his/her repatriation in the event of travel abroad.

21.1 **A consumer has the right to:**

a)to receive properly provided contractually agreed and paid services,

b) be informed of any changes in the contractually agreed services according to the contract in statutory time limit,

c) obtain at latest 7 days before departure a written and detailed information about any facts that are important for the consumer if they are not already included in the Contract or in the catalogue which was handed out to consumer,

d) change the person of consumer in accordance with point 12 of the General Terms and Conditions,

(e) the GDPR stated in the Contract against unauthorized persons,

(f) the right to withdraw from the Contract in case of a change in the essential terms and conditions and the related right to receive all payments paid in the meantime not later than within 15 days,

g) the right to pay the difference between the price between offered and provided services if the Agent is forced to change the content of the tour after its start,

h) the right to adequate compensation if the Travel Agent/customer cancels the tour less than 20 days before the estimated date departure for reasons which were not caused by consumer.

2) The basic obligations of a consumer include:

a) truthfully and completely indicate the details required in the contract and the personal data required for the issue of the boarding cards,

b) ensure that travelers under 15 years of age are accompanied and supervised by an adult consumer, similarly to ensure the accompaniment and supervision of persons whose state of health requires so,

c) pay the full price of the tour in accordance with the General Terms and Conditions and the payment terms, hold a travel document with expiration no later than 6 months after the end of the tour or visa (if required), to follow passport and customs regulations of the countries to which consumer travels (passport must have all consumers, including children),

d) arrive at the place of departure at a fixed time / due time with all the supporting documents and other necessities, according to the legal requirements of the destination (eg vaccinations, visas, etc.).

e) in case you travel with a child under 2 years of age you need to have a medical confirmation from your pediatrician (in English or German).

f) In the case of pregnancy, you will need to have a medical confirmation from your gynaecologist (in English or German), that your health condition allows you to travel. Without these confirmations you will not be able to travel and your cruise will not be reimbursed.

22. DATA PROTECTION

22.1 According to law nr. "18/2018 Z. z. o ochrane osobných údajov SR“, law dealing with protection of personal data in Slovak Republic, the customer gives the consent to process all the required data of all the passengers traveling under booking made by the customer. The Customer by making reservation also declares that he is authorized to give the consent to process all his personal data and as well all the personal data of passengers traveling with him.

23. VARIATION

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

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 Slovak law. Should any dispute arise on the interpretation or application of the present contract, it will be deferred to the Court of Slovakian to be considered has having exclusive jurisdiction on every dispute.

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.