



Standard Booking Terms and Conditions (Australia and New Zealand)

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

1. OUTLINE

All travel services featured in the Company's brochure and/or in the Official Website are advertised for sale by MSC Cruises S.A. ("MSC Cruises"). When we confirm your Booking, you will be entering into a Contract with MSC Cruises for the supply of each travel service to you.

- 1.1 MSC Cruises (Australia) Pty Ltd, hereinafter referred to as the "**Company**", provides a booking service for Passengers wishing to book a Holiday Package with MSC Cruises.
- 1.2 When making your Booking the role of the Company is limited to the Company's Services, however, any enquiries regarding your Booking, Holiday Package, MSC Cruises' Services, cancellations and refunds may be directed to the Company. Certain laws such as the ACL, the CGA and any applicable state-based consumer legislation (**Consumer Laws**) are in place for your protection.

As the Company helps you to combine and purchase Holiday Packages, the Company will have certain obligations to you under the Consumer Laws.

- 1.3 These Booking Terms & Conditions:
 - (a) apply to the supply of Services listed on the Passenger's itinerary from the date that you accept these Booking Terms & Conditions; and
 - (b) do not alter any rights or protections granted to you under the Consumer Laws.
- 1.4 You accept these Booking Terms & Conditions (and applicable World Cruise terms and conditions stated on the Official Website), when you submit a Booking Request for any Holiday Package to the Company (or a Booking is made on your behalf pursuant to clause 1.5). A Contract is formed between MSC Cruises and the Passenger upon the Company or the Passenger's Agent sending the booking confirmation to the Passenger.
- 1.5 If you make a Booking on behalf of a third party, you warrant that you have the authority of that third party to make the Booking on his or her behalf and that that third party has read and has the authority to accept these Booking Terms & Conditions on behalf of all the persons (including any minors) named on the Booking Request submitted to the Company. You are liable for making payment of any Booking you have made

irrespective of the name in which the Booking is made and related Service Fees. You must compensate the Company (as applicable) for any losses the Company or MSC Cruises suffers as a result of any conduct of that third party leading to a breach of these Booking Terms & Conditions as the third party is deemed to be a party to these Booking Terms & Conditions pursuant to this clause 1.5.

- 1.6 If a passenger or his/her representative (other than an Agent) books MSC Cruises Services **directly with the Company**, the passenger or his/her representative may deal with the Company in relation to those services as well as in relation to making amendments, requesting refunds, cancellations and any other related issues or claims.
- 1.7 If a passenger, or his/her representative, books MSC Cruises Services **through an Agent**, any amendments or enquiries on the Booking will need to be made by the Agent (unless otherwise agreed). We note that your Agent may have different cancellations, refund and other terms and conditions that may apply to you and any refunds will be issued back to the Agent (unless otherwise agreed) where applicable and in accordance with the ACL.
- 1.8 If an Agent makes a Booking, the Agent must provide, and warrants that it has provided, to the Passenger a copy of these Booking Terms & Conditions.

2. INTERPRETATION & DEFINITIONS

- 2.1 Except where the context otherwise provides or requires, the terms **you** or **your** refers to any Passenger, including any authorised representative of the relevant Passenger or related company, related party, officer or authorised person of the relevant entity, that books a Holiday Package, makes any amendments to a Holiday Package or books MSC Cruises' Services through the Company and agrees (by conduct, notice, payment, or otherwise) to be bound by these Booking Terms & Conditions.
- 2.2 In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

"A\$" means Australian dollars.

"ACL" means the Australian Consumer Law under Schedule 2 of the *Consumer and Competition Act 2010* (Cth) as amended.

"Agent" means the person or travel agency that either sells or offers for sale the Holiday Packages to you on its own behalf as a principal and an organiser; or makes available the Services as an agent of MSC Cruises and the Company respectively (with the Company acting in the capacity described in these Booking Terms & Conditions).

"Booking" means the steps taken by you to book a Holiday Package.

“Booking Request” means any request to the Company to make a Booking for you which is subject to confirmation by issuance of a Confirmation Invoice.

“Booking Terms & Conditions” means these terms and conditions.

“Carrier” means any entity which has undertaken the obligation to carry the Passenger from one place to another 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”, other than the MSC Cruises’ vessel.

“CGA” means the New Zealand Consumer Guarantees Act 1993.

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

“Company” means MSC Cruises (Australia) Pty Limited (ABN 55 003 526 725) of 532/5-19 Lime Street, Sydney, NSW 2000.

“Company’s Services” means the booking of Cruises, flights, accommodation and other on-shore activities at the various destinations included in a Holiday Package, ticket issuing for Cruises, liaising with Carriers to distribute tickets issued by them, and generally managing the relationship between MSC Cruises and the Passenger on behalf of MSC Cruises.

“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.

“Confirmation Invoice” means the invoice issued under clause 1.4.

“Contract” means the contract concluded between the MSC Cruises and the Passenger relating to the relevant Holiday Package.

“Consumer Laws” has the meaning given in clause 1.2.

“Cruise” means the transport by sea and the stay on board a MSC vessel (as described in the relevant brochure of MSC Cruises, the Official Website or other documentation produced for or on behalf of MSC Cruises by the Company), which – 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, and the terms **“Disabled”** and **“Reduced Mobility”** will have the equivalent meaning.

“Flag State requirements” means the requirements under the laws in the jurisdiction in which a vessel is registered or licensed.

“Force Majeure” means any unforeseeable and unpredictable event out of the Carrier’s or the Company’s control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, epidemics, pandemic, 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.

“FTA” means the New Zealand Fair Trading Act 1986.

“Guest Conduct Policy” means the document available at www.msccruises.com.au / www.msccruises.co.nz

“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 nor any other services.

“International Air Conventions” has the meaning given in clause 20.6.

“MSC Cruises” means MSC Cruises S.A. whose registered address is Eugene Pittard 16, CH-1206 Geneva, Switzerland.

“MSC Cruises’ Services” means providing all Cruise services outlined in the relevant brochure of MSC Cruises, the Official Website or other documentation produced for or on behalf of MSC Cruises by the Company but not including third party services.

“NZ\$” means New Zealand dollars.

“Official Website” means www.msccruises.com.au / www.msccruises.co.nz

“Passenger” means the person named on the Confirmation Invoice issued to you by the Company (on behalf of MSC Cruises) or their successor or assign.

“Personal Information” has the meaning given to that term in the *Privacy Act 1988* (Cth).

“Services” means the Company’s Services and MSC Cruises’ Services.

“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 MSC Cruises on board MSC vessels.

“World Cruise” means a tour of the world prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, a 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. For conditions specific to a World Cruise, please refer to the following page on the Official Website: <https://www.msccruises.com.au/en-au/Cruise-Destinations/MS-C-World-Cruise-2023.aspx>.

3. BOOKING PROCEDURE AND DEPOSIT

- 3.1 You may make a Booking in Australia (or New Zealand) by contacting the Company or one of the Company’s authorised Agents or representatives.
- 3.2 By booking the **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.
- 3.3 **Deposit:** A **deposit** of A\$200 per person per Cruise is due and payable by you to the Company within five (5) days (or earlier if advised at the time of Booking). For group/air/special packages additional deposit amounts and/or final payment is required dependent on special packages promoted and will be advised at time of booking. Children 17 and under sailing as the 3rd or 4th guest in a stateroom do not require an additional deposit.
- 3.4 **World Cruise Deposit:** a **non-refundable and non-transferable deposit** equal to 15% of the price of the cruise fare including hotel service charges and port charges is due and payable by the Passenger within seven (7) days to secure your cruise fare or earlier if advised at the time of booking .
- 3.5 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 Agent.

4. PAYMENT

- 4.1 Every Holiday Package is subject to availability at the time of Booking.
- 4.2 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.
- 4.3 Full payment to the Company is required no later than **90 days prior** to departure, unless special payment conditions apply. For a World Cruise, full payment to the Company is required no later than **90 days prior** to departure.
- 4.4 If the Booking Request is made within 90 days prior to departure, then full payment must be made at the time of making a Booking.
- 4.5 If you fail to pay the balance 90 days prior to departure, the Company has the right to cancel the Booking without notice and levy cancellation charges in accordance with clause 15 below, whether the Holiday Package is resold or not.
- 4.6 You must make all payments by direct credit to the bank account nominated by the Company or by credit card or as otherwise indicated by the Company in writing.
- 4.7 You acknowledge that you understand that selected credit cards may incur a foreign bank transaction fee in addition to the payment amount. This fee is not applied by the Company but could be applied by the card-issuing institution, depending on the type of card being used. As this is not an MSC Cruises fee, it cannot be refunded by the Company.

5. PRICES AND PRICE GUARANTEE

- 5.1 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.
- 5.2 Subject to your rights at law, the Company reserves the right to modify the Contract price at all times prior to those detailed in clause 5.1 up to and including the date you make full payment of the Contract price 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; and
 - (d) the exchange rates relevant to the Holiday Package.
- 5.3 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

additional dues, taxes or fees chargeable (or where a reduction in such dues, taxes or fees applies, the Holiday Package price will be adjusted accordingly to reflect the reduction in such dues, taxes or fees).

5.4 If the increase in the Holiday Package price issued pursuant to clause 5.2 amounts to more than 8% of the total Holiday Package price at the time of Booking, subject to clause 5.4(a) to clause 5.4(c) you will be entitled to cancel the Contract with a full refund of the Holiday Package price to the extent of the amount paid by you to the Company at the time of cancellation. Such right of refund does not:

- (a) include insurance premiums paid which are in no case refundable by the Company;
- (b) apply to any voluntary amendments made to your booking;
- (c) apply to flights which are regulated by the applicable Carrier's terms and conditions.

5.5 Clause 15 will apply in respect of your entitlement to refunds where you cancel a Booking.

5.6 To exercise the right to cancel, the Passenger must notify the Company in writing within 7 days of receiving the price increase notification under this clause 5.

5.7 **HOTEL SERVICE CHARGE**

For all new bookings made from 15 January 2024, a hotel service charge will be included as an integrated part of the total Holiday Package price for Passengers over the age of 2 years old at the time of departure. Payment of the hotel service charge by the Passenger is not discretionary and, subject to the Consumer Laws, the Company will not reduce, cancel or refund the Hotel Service Charge as a separate component of the Holiday Package price. Any rights a Passenger may have under the Consumer Laws are unaffected by this change.

6. INSURANCE

6.1 The Company recommends that every Passenger arranges for himself or herself appropriate insurance cover taking into account the Passenger's personal health, financial position, and any other factors related to his/her personal circumstances (including but not limited to cover for illness, injury, death, medical and repatriation expenses, evacuation, loss of baggage and personal items).

6.2 To the extent permitted by law, neither the Company nor MSC Cruises are liable for any costs associated with any itinerary changes that may need to be made or any other event that may occur from the time the Contract is formed to the end of the Holiday Package.

7. PASSPORT AND VISAS

- 7.1 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.

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, customs, health and excise. Certain countries insist on machine-readable and digital photo passports, especially Russia and the USA. . 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.

- 7.2 Passengers under 18 years of age (or 21 years of age for United States Passengers or Passengers embarking from a United States port) must travel accompanied by their parents or a legal guardian. If one of the travelling minor's parents is not cruising, a signed authorisation letter, made in accordance with the laws of the country where the minor resides, from the absent parent authorising the minor to travel has to be provided at the moment of Booking.
- 7.3 If the minor is travelling with Passengers that are not his parents or legal guardians, the Company shall require, at the point of booking, a document signed by the parents or legal guardian authorising 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.
- 7.3a 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.

7.3b 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.

7.4 Each passenger is liable to the Company and the Carrier for, and you agree to indemnify and keep the Company and the Carrier against, all damages, losses and liabilities (including any fines or penalties imposed by any authorities) incurred by the Company or the Carrier in connection with (directly or indirectly) the Passenger's failure to observe or comply with any local governmental laws or regulations, including requirements relating to visas, immigration, customs, health or excise.

8. FITNESS TO TRAVEL

8.1 When you accept these Booking Terms & Conditions, you warrant to the Company and MSC Cruises that the named Passengers on your Booking Request 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 MSC Cruises' vessel (or any third party Carrier booked through the

Company) and the other passengers on that vessel or Carrier, and that they can be carried safely in accordance with applicable safety requirements established by international, Australian, New Zealand or national law.

- 8.1a 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 has the right to request the Passenger to produce medical certificates supporting the fitness to travel.
- 8.1b 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.
- 8.2 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.
- 8.3 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 8.1b and 8.2 above and shall have no liability in respect of such refusal.
- 8.4 In the case of a Booking made for 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 then; the Company will offer you the choice of:
 - (a) booking another Cruise for that Passenger from the Company's brochure and/or from the Official Website of equivalent quality compliant with the abovementioned terms, if available;
 - (b) cancelling and receiving a full refund of the full price paid by you for any cancellation of the Booking less the non-refundable deposit, as long as such cancellation is notified immediately by you as soon as you become aware of that Passenger's pregnancy and it is within 120 days prior to departure. Cancellation fees will apply under clause 15 if you notify us within 120 days of departure.
- 8.5 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.

- 8.6 The Passenger acknowledges and accepts that if it appears to the master or doctor on board the relevant MSC Cruises' vessel that the 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 MSC Cruises' vessel liable for maintenance, support or repatriation, then:
- (a) the Passenger may not be permitted by MSC Cruises' staff to embark or disembark at any applicable port or transfer to another berth or cabin;
 - (b) the doctor on board the applicable MSC Cruises' vessel has 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 vessel's hospital or other similar facility, if such measure is considered necessary by the doctor and is supported by the master's authority; and
 - (c) refusal by the Passenger to cooperate with regard to any treatment deemed necessary by the doctor on board the applicable MSC Cruises' vessel pursuant to this clause 8.7 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 MSC Cruises shall be liable for any loss, expense, damages, liability or compensation to the Passenger in connection with any action taken under this clause 8.7.
- 8.7 Where a Passenger is assessed as unfit to travel and refused embarkation then, to the extent permitted by law, neither the Company nor MSC Cruises has any liability to the Passenger.

9. DISABLED PASSENGERS AND PASSENGERS WITH REDUCED MOBILITY

- 9.1 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.
- 9.2 When submitting a Booking Request, you must provide full details if the Passenger:
- (a) is unwell, infirm, Disabled or has Reduced Mobility;
 - (b) 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) has any special seating requirements;
 - (d) needs to bring any medical equipment on board; or
 - (e) needs to bring a recognised service or assistance dog on board the vessel (and you confirm that that you are aware that assistance dogs are subject to local regulations with which you must comply).
- 9.3 Where the MSC Cruises and/or authorised crew members of the MSC Cruises' vessel consider it strictly necessary for the safety of the Passenger and in order for the Passenger to fully enjoy the Cruise, they 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 opinion of the authorised crew member on board the applicable MSC Cruises' vessel assessing the need of the Passenger on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary.
- 9.3a Passengers confined to a wheelchair must furnish their own collapsible wheelchair during the whole Holiday Package and may 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.
- 9.4 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 organised by the Passenger and at the Passenger's expense prior to embarkation. The MSC Cruises' 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.
- 9.5 The Passenger acknowledges and accepts that:
 - (a) after carefully assessing the Passenger's specific needs and requirements, the Company and/or the applicable MSC Cruises' vessel may conclude that the Passenger cannot be carried safely and in accordance with applicable safety requirements and the Company may refuse to accept a Booking and/or the applicable MSC Cruises' vessel may refuse embarkation of the Disabled Passenger or Passenger with Reduced Mobility on the grounds of safety; and
 - (b) he or she may be refused the right to board the applicable MSC Cruises' vessel if he or she has failed to adequately notify the Company of any disabilities or needs for assistance in order for the Company and/or the applicable MSC Cruises' vessel to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety.
- 9.6 If the Passenger does not agree with a decision of the Company and/or the applicable MSC Cruises' vessel under clauses 9.6 of these Booking Terms & Conditions, the

Passenger must provide a complaint in writing with all supporting evidence to the Company.

- 9.7 The Company reserves the right to refuse to carry any Passenger who in the opinion of the Company and/or the applicable MSC Cruises' vessel is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.
- 9.8 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 must inform the Company immediately so that the Company and the applicable MSC Cruises' vessel can make an informed assessment whether or not the Passenger can be carried in a safe or operationally feasible manner.
- 9.9 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.
- 9.10 The Passenger acknowledges and accepts that:
- (a) in some ports, it is necessary to anchor offshore rather than alongside. When this is the case, the applicable MSC Cruises' vessel 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.*);
 - (b) 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 45cm). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day.*);
 - (c) 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.*).
 - (d) wheelchairs and mobility scooters will not be carried by the crew into the tender;
 - (e) all Passengers must be independently mobile enough to use the tenders;
 - (f) carriage by tender may be refused by the master of the applicable MSC Cruises' vessel or any of his officers if there is any doubt as to the safety of any Passenger; and

- (g) 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.*).

10. PUBLIC HEALTH QUESTIONNAIRE

10.1 The Passenger acknowledges and accepts that:

- (a) the Company and/or the applicable MSC Cruises' vessel and/or the health authorities in any port on the Passenger's Itinerary may administer a public health questionnaire at any time;
- (b) the Passenger must supply accurate information regarding symptoms of any illness including but not limited to COVID-19, gastrointestinal illness and H1N1;
- (c) the applicable MSC Cruises' vessel 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 COVID-19, Norovirus and H1N1; and
- (d) refusal by a Passenger to complete the questionnaire may result in the Passenger being told he/she cannot board the applicable MSC Cruises' vessel by the master of the vessel or other authorised crew members.

10.1a 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.

11. FOOD ALLERGIES

11.1 If the Passenger has any known allergies, or is intolerant to any food, he/she is required to:

- (a) inform the Company at the time of Booking (by duly filling in a specific form); and
- (b) to further report it to the maître d'hôtel on the applicable MSC Cruises' vessel as soon as possible after boarding the vessel.

11.2 The Passenger must ensure that he/she actively avoids any food he/ she is allergic to while on the MSC Cruises' vessel.

11.3 The Company will take all reasonable care if the Passenger or his/her Agent has made the Company 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. In absence of such information:

- (a) neither the Company, nor the applicable MSC Cruises' vessel will be held responsible for preparing special meals for the Passenger or any other prepared meals consumed by the Passenger and MSC Cruises; and

- (b) the Passenger releases and indemnifies the Company and MSC Cruises from all liability arising in connection with any claim that any specific food or ingredient caused or contributed to any allergic reaction experienced by the Passenger.

11.4 In case of multiple allergies/intolerances, even though the Passenger or his/her Agent has informed the Company or the applicable MSC Cruises' vessel, the vessel might not be able to avoid the risk of cross-contamination during food preparation and therefore neither the Company, nor the applicable MSC Cruises' vessel will be held responsible if such contamination occurs.

12. MEDICAL ASSISTANCE

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

12.2 In compliance with Flag State requirements applicable to MSC Cruises' vessels, there is a qualified doctor on board and a medical centre equipped to deal with general emergencies and management of most common medical conditions. The Passenger acknowledges and accepts that:

- (a) the medical centre does not have equivalent resources to a land based hospital, nor specialist medical staff or provide specialist medical services.
- (b) neither the Company, nor the applicable MSC Cruises' vessel or its crew members, nor the doctor on board the vessel is liable to the Passenger as a result of any inability to treat any medical condition;
- (c) whilst there is a qualified doctor on board the applicable MSC Cruises' vessel, it is the Passenger's obligation and responsibility to seek medical assistance, if necessary, during the Cruise and the Passenger will be responsible to pay for onboard medical services;
- (d) in the event of illness or accident, the Passenger may have to disembark the applicable MSC Cruises' vessel for medical treatment;
- (e) neither the Company nor the applicable MSC Cruises' vessel 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;
- (f) medical facilities and standards vary from port to port;
- (g) neither the Company nor the applicable MSC Cruises' vessel makes any representations or warranties in relation to the standard of medical treatment ashore; and
- (h) the doctor's professional opinion as to the fitness of the Passenger to board the applicable MSC Cruises' vessel or to continue the Cruise is final and binding on the Passenger.

It is recommended that medical advice is sought before Booking for children up to 12 months of age. For the avoidance of doubt the provisions of clause 8 and the requirement of fitness to travel is applicable to all Passengers including infants.

13. MEDICAL EQUIPMENT

13.1 The Passenger must:

- (a) do all things to ensure any medical equipment he/she is intending to bring on board the applicable MSC Cruises' vessel is safe to use and in good working order;
- (b) arrange delivery to the docks prior to departure of all medical equipment he/she is intending to bring on board the applicable MSC Cruises' vessel and to notify the Company prior to making a Booking if he/she needs to have medical equipment on board so that the Company and the applicable MSC Cruises' vessel can ensure that the medical equipment can be carried safely; and
- (c) ensure he/she has enough medical equipment and/or medication to last the duration of the entire Holiday Package.

13.2 The Passenger acknowledges and accepts that:

- (a) the applicable MSC Cruises' vessel may not carry any replacement medical equipment and/or medication;
- (b) access to shore side care and equipment may be difficult and expensive to obtain; and
- (c) the Passenger must be able to operate all such equipment that the Passenger brings on board the applicable MSC Cruises' vessel.

14. BOOKING CHANGES REQUESTED BY THE PASSENGER

14.1 The Passenger or his or her authorised representative or Agent is entitled to replace the name of the Passenger with the name of a third party, provided that:

- (a) said third party satisfies all the conditions for the use of the Holiday Package; and
- (b) written notice is duly sent to the Company no later than 90 days before departure of the Cruise.

14.2 If the conditions stated above in clause 14.1 are met, the name change will in any case be subject to a fee reflecting the costs for the Company of effectuating the transfer. The name change request done prior to 90 days before departure will attract a fee of AU\$/NZ\$100 per person. Name changes requested within 90 days of the departure will be considered a cancellation and fees will apply under clause 15.

14.3 You and the third party contract assignee are jointly liable to pay:

- (a) the price of the Holiday Package; and

- (b) any additional cost that may arise as a consequence of the change in Passenger (including but not limited to cancellations fees and/or increased prices levied by Carriers or other third party providers in relation to any name change); and

upon the new Passenger's name being registered by the Company or MSC Cruises as the new Passenger, you and/or that new Passenger (or his or her legal guardian) is deemed to have accepted these Booking Terms & Conditions.

- 14.4 Even after the booking confirmation has been issued, and with exception of World Cruise, you are also entitled to exchange, once only, the purchased Holiday Package ("**Original Holiday Package**") with another Holiday Package ("**New Holiday Package**") on the following conditions:

- (a) the date of departure of the New Holiday Package is later than that of the Original Holiday Package;
- (b) 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 90 days before the date of the scheduled departure of the Original Holiday Package and there is availability of spaces on the New Holiday Package;
- (c) 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.

- 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 will be entitled to a refund of the price difference according to the current rates.

- 14.6 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 or refund will be due to the Passenger.

- 14.7 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 15 (Cancellation by the Passenger) according to the Original Holiday Package departure date.

- 14.8 The Company and 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 the Company or MSC Cruises be held liable for change requests to a binding Contract that cannot be satisfied and the Carrier's terms and conditions will apply in relation to such changes.

(Name or date changes are not always allowed by Carriers and other transport or services providers. Most Carriers and other transport or services providers treat such changes as a cancellation and charge accordingly.)

- 14.9 Save as provided above, other changes to the Booking may be requested (even after the booking confirmation has been issued) until 90 days prior to departure, subject to a minimum non-refundable administration fee of A\$100/N\$100 per person per amendment. Any additional costs that may arise as a consequence of the change will be exclusively for the Passenger's account.
- 14.10 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 15 below will apply.
- 14.11 In case the changes requested by the Passengers entail the printing of new Cruise tickets, further to the above-mentioned fees an amount of A\$55/N\$55 per cabin will be charged to cover the extra costs.
- 14.12 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.

IF THE CONDITIONS STATED ABOVE IN THIS CLAUSE ARE MET, THE SUBSTITUTION OF THE ORIGINAL HOLIDAY PACKAGE WITH THE NEW HOLIDAY PACKAGE OR A NAME CHANGE WILL IN ANY CASE BE SUBJECT TO THE FOLLOWING ADMINISTRATION FEE PER PASSENGER INCLUDING CHILDREN:

BELLA	FANTASTICA	AUREA	YACHT CLUB	WORLD CRUISE
\$100 AU/NZ	Free Once, Payment from 2 nd cruise move onwards \$100 AU / NZ			Loss of deposit equal to 15% of holiday package

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

15. CANCELLATION BY THE PASSENGER

- 15.1 To cancel a Booking, you must submit a written request (via email) to the Company or via the Passenger's Agent. Please refer to MSC Cruises Cancellation Policy below. All tickets issued and the Confirmation Invoice must be returned together with the notice of cancellation.
- 15.2 If a cabin remains for single use after you have cancelled the Passenger's Booking, the remaining passenger occupying that cabin 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 15.1 in addition to the insurance premium.
- 15.3 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.
- 15.4 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.
- 15.5 If the cancellation is due to a Force Majeure event 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, the Passenger will not be liable to pay the fees mentioned in clause 15.1 and 15.3 above.

15.6 CANCELLATION POLICY FOR NEW CRUISE BOOKINGS

For all new bookings starting from 29 December 2020 this policy will apply. For bookings made prior to this date, please refer to the cancellation policy indicated in your booking confirmation documents.

ALL CRUISES (EXCLUDING WORLD CRUISE)

Up to 120 days prior to cruise departure	Full refund
From 119 to 90 Days prior to cruise departure	Loss of deposit of \$200
From 89 to 50 Days prior to cruise departure	Loss of 25% of total amount*
From 49 to 15 days prior to cruise departure	Loss of 75% of total amount*
From 14 to 0 days prior to cruise departure	Loss of 100% of total amount*

** or loss of deposit whichever is greater.*

CANCELLATION POLICY FOR 2026 WORLD CRUISE BOOKINGS:

90 days or longer prior to cruise departure	15% of holiday package*
From 89 to 10 days prior to cruise departure	Loss of 75% of holiday package*
9 to 0 days prior to cruise departure	Loss of 100% of holiday package*

** or loss of deposit whichever is greater.*

CANCELLATION POLICY FOR 2027 WORLD CRUISE BOOKINGS:

90 days or longer prior to cruise departure	15% of holiday package*
From 89 to 10 days prior to cruise departure	Loss of 75% of holiday package*
9 to 0 days prior to cruise departure	Loss of 100% of holiday package*

** or loss of deposit whichever is greater.*

Booking Flexibility (WORLD CRUISE) -

- Name change permitted

- Change Departure date permitted: it can be changed only with another itinerary of the same destination "WOR"

CANCELLATION POLICY FOR FLY CRUISE PACKAGE

A non refundable/non-transferable deposit of AU/N \$1500pp is required within 5 working days of booking. A second non-refundable/non transferable deposit of AU/N \$2500pp is required 150 days prior to departure.	
Before Departure	Cancellation fees dictated by the relevant Air/Land supplier(s) policy(ies)

16. BOOKING CHANGES EFFECTED BY THE COMPANY

- 16.1 Arrangements for the Cruise are made many months in advance by the Company. Very occasionally it may be necessary to alter them; 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
- 16.2 In the event of a significant alteration to an essential term of the Contract pursuant to clause 16.1 (for example, an alteration which significantly changes any of the main characteristics of MSC Cruises' Services such as a major itinerary change), the Company will inform the Passenger or his/her Agent of such change in writing as soon as reasonably possible. The Passenger will be offered the choice of:
- accepting the alteration; or
 - booking another Holiday Package from the Company's brochure and/or from the Official Website of equivalent or superior quality, if available; or

- c) booking another Holiday Package from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price; or
- d) cancelling and receiving a full refund of all monies paid.

16.3 Passengers must notify the Company of their decision in writing or via their Agent within 15 days of receiving the notification of alteration of the period indicated. If you fail to revert within this period, the Company will consider this to be an acceptance of the alteration and any cancellations after this period shall attract cancellation charges in accordance with clause 15.1.

17. CANCELLATION BY THE COMPANY

17.1 The Company reserves the right to cancel any Holiday Package at any time by giving written notice to the Passenger but the Passenger shall not be entitled to additional compensation, if:

- (a) the cancellation is due to an event of Force Majeure, the consequences of which could not have been avoided by the Company even though it has exercised all due care; or
- (b) the number of persons enrolled for the Holiday Package is smaller than the 50% of the passenger capacity of the relevant vessel.

17.2 In both cases (a) and (b) in clause 17.1, the Company will offer the Passenger the choice of:

- (a) receiving a full refund of all money paid;
- (b) booking another Holiday Package from the Company's brochure and/or from the Official Website of equivalent quality cabin type (and within the same type and length of cruise), at no extra cost, if available; or
- (c) booking another Holiday Package from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price.

17.3 The Passenger's decision must be notified to the Company in writing within 15 days of the notice of cancellation.

17.4 In cases of cancellation or change of itinerary, to the extent permitted by law, neither the Company nor MSC Cruises is liable for any loss, claims, damage, liability, expenses, costs or injury suffered by the Passenger as a result of such cancellation or change of itinerary.

18. WITHOUT PREJUDICE TO THE ABOVE

18.1 The Company and MSC Cruises reserve the right to (in their absolute discretion) 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) 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.

19. APPLICABLE REFUND RECIPIENT

- 19.1 If a Passenger or his/her authorised representative has made a Booking directly with the Company, the Company will, on behalf of MSC Cruises, pay any applicable refund to the Passenger.
- 19.2 If a Passenger or his/her authorised representative has made a Booking through his/her Agent, the Company will, on behalf of MSC Cruises, pay any applicable refund to the Agent. The Passenger must refer to the Agent's refund policy in the Agent's terms and conditions and make any claim for a refund to the Agent. If the Agent has ceased to operate for any reason (including but not limited to due to insolvency), the Passenger must seek to obtain a refund from the Agent's appointed liquidator or representative. Where the Company has already paid the refund to the Agent, neither the Company nor MSC Cruises will be liable to assist the Passenger with such steps that the Passenger will need to take to attempt to obtain a refund from the Agent (subject to Consumer Laws and the Agent's applicable terms and conditions, if any).
- 19.3 If an Agent fails to pass on to the Passenger the refund received by it from the Company, the Passenger has no claim against the Company or MSC Cruises and the Company and MSC Cruises have no further liability in regard to the refund.

20. THE COMPANY'S LIABILITY

- 20.1 Subject to clause 20.2 to 20.17, MSC Cruises accepts responsibility for death, injury or illness directly caused by the negligent acts and or omissions of it and MSC Cruises in relation to the Passenger's Holiday Package.
- 20.2 The Passenger acknowledges and accepts that:
 - (a) the liability of the Company and MSC Cruises is limited, where applicable, under the conventions mentioned in 20.3 to 20.15 inclusive);

- (b) neither the Company nor MSC Cruises are responsible for any failure to perform its obligations under the Contract which is:
 - (i) wholly or partially attributable to the fault of the Passenger;
 - (ii) an unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service to be provided under the Contract;
 - (iii) an unusual or unforeseeable circumstance beyond the control of the Company and/or MSC Cruises the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) a Force Majeure; or
 - (iv) an event which neither MSC Cruises nor the Company could, even with all due care, have foreseen or forestalled;
- (c) neither the Company nor MSC Cruises is responsible for:
 - (i) any loss caused to you or the Passenger as a result of the Passenger finding he or she is unable to participate in certain activities included in the Holiday Package (due to an unexpected medical condition or otherwise);
 - (ii) any loss caused to you or the Passenger as a result of you or the Passenger failing to safe keep any tour vouchers provided to you or the Passenger by the Company or MSC Cruises and failing to produce such vouchers where required;
 - (iii) any loss caused due to any injury suffered by you or the Passenger, death and/or any damage to your property or the Passenger's property and you acknowledge that there are certain risks associated with international travel (including but not limited to risks such as luggage being damaged while participating in your Holiday Package, specific risks associated with Shore Excursions, and the risk of contracting a disease or other medical condition while on the MSC Cruises' vessel or on a Carrier) and accept such risks;
 - (iv) any incidental expenses that you or the Passenger may incur as part of booking a Holiday Package or otherwise; and
 - (v) any loss caused by any factors beyond our control.

20.3 For claims not involving personal injury, death or illness or which are not subject to the international conventions referred to in this clause 20, to the maximum extent permitted by law and subject to certain statutory guarantees you may have under the Consumer Laws (including the CGA and the ACL), the Company's maximum aggregate liability for breach of the Company's obligations under these Booking Terms & Conditions or breach of the Company's duties at law or in equity (however arising) is limited at the Company's option to:

- (a) the cost you have paid to the Company for the services provided by the Company which you have booked at the date of such breach by the Company and excludes any services related to the Holiday Package which are provided by MSC Cruises and, if applicable, Carriers; or
 - (b) the cost of resupplying the services referred to in (a) above.
- 20.4 Neither the Company nor MSC Cruises is liable for any special, indirect, consequential or economic loss (including damage or loss of profits or anticipated profits, loss of revenue, loss of use, loss of contract or other opportunity), whether in contract or tort or arising from any other cause of action, suffered by you or any other person resulting from any act or omission by the Company and/or MSC Cruises (including breach, termination or non-observance of the terms of any agreement which incorporates these Booking Terms & Conditions).
- 20.5 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude liability. Copies of these terms and conditions are available on request from the Company.
- 20.6 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) and the Montreal Convention 1999. To the extent that the Company or MSC Cruises 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 MSC Cruises 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 or MSC Cruises 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.
- 20.7 Insofar as the Company and/or MSC Cruises may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, the Company and MSC Cruises shall respectively be entitled to all the rights, defences, immunities and limitations available to the actual Carriers (including under the Carrier’s own conditions of carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention and the International Air Conventions and nothing in these Booking Terms & Conditions nor in the Carrier’s conditions of carriage shall be deemed as a waiver thereof. If any term, condition, section or provision becomes invalid or is so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.
- 20.8 The liability (if any) of the Company and MSC Cruises 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:

- (a) the 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) will 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 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>);
- (b) 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 Terms & Conditions including any claims for loss of or damage to luggage and or death and or personal injury;
- (c) the level of damages the Company and MSC Cruises 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;
- (d) the liability of the Company and MSC Cruises for death, personal injury or illness to the Passenger will 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;
- (e) the liability of the Company and MSC Cruises for loss of or damage to Passenger's luggage or other property will 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;
- (f) any liability of the Company and MSC Cruises will be subject to the applicable deductibles per Passenger, such sum to be deducted from the loss or damage to luggage or other property; and
- (g) 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.

20.9 It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the applicable MSC Cruises' vessel has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods:

- (a) in the case of apparent damage before or at the time of disembarkation or redelivery; and
- (b) 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.

20.10 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.

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.

20.11 The Company and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability in connection with the provision of the Services (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.

20.12 Without prejudice to the provisions of clauses 20.1 to 20.9 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.

20.13 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 or the Services 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 the Passenger participating in an unusual and dangerous activity and any other circumstance of any nature whatsoever outside the Company's control.

- 20.14 Where the Company or MSC Cruises has any legal liability for loss of or damage to property otherwise than in accordance with the Athens Convention or International Air Conventions then, to the extent permitted by law, its liability shall not at any time exceed EUR 500.00 and the Company and MSC Cruises shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.
- 20.15 To the extent permitted by law, the Company's and MSC Cruises' liability under the Contract will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated international conventions (including the International Air Conventions).
- 20.16 Any damages payable by the Company or MSC Cruises (for any reason) under the Contract shall be reduced in proportion to any contributory negligence by the Passenger (or the Agent, where applicable).
- 20.17 The limitations and exclusions in this clause 20 apply only to the extent permitted by the laws applicable to the Contract and the Services (including applicable Consumer Laws).

21. ITINERARY / RIGHT TO CHANGE

- 21.1 MSC Cruises 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, to the extent permitted by law, neither the Company nor MSC Cruises will be liable for any loss, claims, damage, liability, expenses, costs or injury suffered by the Passenger as a result of such deviation..

22. PASSENGER'S RESPONSIBILITY

- 22.1 The Passenger has a duty to follow the instructions and orders of the master and officers while on board. 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.
- 22.2 The Passenger hereby expressly agrees to allow any such inspection.

- 22.3 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.
- 22.4 Each Passenger warrants that he/she is physically and mentally fit to undertake the Cruise.
- 22.5 The applicable MSC Cruises' vessel and/or the master and/or authorised crew members 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 on board.
- 22.6 No Passenger shall bring any animals whatsoever, except for recognised service or assistance dogs, subject to clause 9 above.
- 22.6a 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.
- 22.7 Passengers' 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 Conditions of Carriage
- 22.8 The Passenger must not 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.
- 22.9 Passenger is liable for any damage suffered by the Company and/or MSC Cruises 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, MSC Cruises or any of MSC Cruises' suppliers may be liable to pay.
- 22.10 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 officially offered by MSC Cruises or its agreed independent contractors.
- 22.12 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.

23. FLIGHTS

- 23.1 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 on board aircrafts. Passengers must check with the airline prior to carriage.
- 23.2 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.
- 23.3 The Company and MSC Cruises are not be responsible for any liabilities arising in respect of flights or transfers arranged by the Passenger.
- 23.4 The Company and MSC Cruises are unable to state the identity of the airline or the aircraft type applicable to the Passenger's travel package. All flights will be operated on scheduled or chartered services of recognised 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 (regardless of the cancellation provisions with regard to the Cruise).
- 23.5 The Passenger will receive confirmation of flight timings and routes with their travel documents, which will be sent out approximately 30 days before departure.
- 23.6 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.

24. COMPLAINTS

- 24.1 Any Passenger with a complaint whilst on a Cruise must bring it to the attention of the Cruise staff on board the applicable MSC Cruises' vessel 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 60 days of the termination of the Cruise. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it.

Complaints relating to any other part of a Holiday Package must be made promptly to the Company or the supplier.

- 24.2 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.
- 24.3 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

25. CONSUMER PROTECTION

- 25.1 Certain statutory guarantees, warranties and rights may apply to your purchase of the Services as provided by the ACL, CGA and other relevant laws.
- 25.2 Nothing in these Booking Terms & Conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified.
- 25.3 If section 23 of the ACL applies to any provisions in these Booking Terms & Conditions, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL. If any provisions in these Booking Terms & Conditions are declared by a court to be an unfair contract term under section 46l of the FTA, any such provision(s) shall be void.
- 25.4 To the fullest extent permitted by law, the liability of the Company for a breach of a non-excludable warranty, condition, guarantee, right or remedy referred to in clause 24.2 is limited, at the Company's option, to:
- (a) the supplying of the Holiday Package again; or
 - (b) the payment of the cost of having the Holiday Package supplied again.

26. DATA PROTECTION

- 26.1 By accepting these Booking Terms & Conditions, you acknowledge that you have read and accept the terms in the Company's Privacy Policy
<https://www.msccruises.com.au/en-au/Privacy.aspx>

- 26.2 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.
- 26.3 The Company may pass your and/or the Passenger's Personal Information on to other relevant individuals such as 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.
- 26.4 Save as is required for the exercise of its rights and the performance of its obligations under the Contract, the Company will not, on behalf of MSC Cruises, disclose the Personal Information of any Passenger to any other person, other than the Company's and/or MSC Cruises' own servants, agents and contractors (including Carriers), without the Passenger's written consent, unless the disclosure is required by applicable law.
- 26.5 The Passenger consents to such transfer of information, including to other countries which may not have such robust requirements regarding data protection as Australia or New Zealand, unless the Passenger objects in writing to the Company no later than seven days prior to the scheduled Holiday Package departure date. The Passenger must make sure that information which the Company holds about him/her is up to date and accurate.
- 26.6 Personal Information 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 Services. 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 MSC Cruises providing Personal Information to shore side doctors, next of kin, the Company and MSC Cruises' insurers and advisors and the Passenger's medical insurers. Personal Information shall only be kept for as long as is necessary or required by law.
- 26.7 The Company and MSC Cruises will comply with all applicable privacy and data protection laws and regulations of the Commonwealth of Australia and New Zealand including, without limitation, the Australian *Privacy Act 1988* (Cth) and the New Zealand *Privacy Act 2020*.

27. GENERAL

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

- 27.2 The Passenger must not assign, transfer or otherwise delegate any of its rights or obligations under the Contract without the Company's prior written consent.
- 27.3 If these Booking Terms & Conditions are inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

28. SMOKING POLICY

- 28.1 In compliance with global standards, smoking is freely permitted in dedicated areas throughout the applicable MSC Cruises' vessel which is equipped with a special air extraction system.
- 28.2 Smoking is not permitted in any food service areas, including 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.
- 28.3 The Passenger acknowledges and accepts that MSC Cruises prohibits Passengers from smoking in the cabins of MSC Cruises' vessels because of the risk of fire. Smoking on cabin balconies is also not allowed. The Company reserves the right to levy a fee should passengers be found smoking in not designated area of the applicable MSC Cruises' vessel. Repeatedly smoking in non-smoking areas can ultimately lead to mandatory disembarkation, at the Company or the MSC Cruises' vessel authorised crew members' discretion.
- 28.4 Smoking is permitted in dedicated areas of at least one bar on the applicable MSC Cruises' vessel, and on one side (indicated by signage) of the principal outer pool deck areas, where ashtrays are provided.
- 28.5 Throwing cigarette butts over the side of the applicant MSC Cruises' vessel is prohibited.

29. LIABILITY OF EMPLOYEES, SERVANTS AND SUBCONTRACTORS

- 29.1 It is hereby expressly agreed that no servant or agent of the Company and/or MSC Cruises, including the Master and crew of the applicable MSC Cruises' 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 to the same extent as the Company and/or MSC Cruises.
- 29.2 Shore Excursions are operated by independent contractors even if sold by Agents or on board the applicable MSC Cruises' vessel. The Company shall not be responsible in any way for the services provided by such independent contractors. MSC Cruises operates as mere agent for the Shore Excursion provider. MSC Cruises 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. MSC Cruises' liability shall never exceed that of the Shore Excursion provider.

- 29.3 Notwithstanding clause 29.2, you acknowledge and agree that neither the Company nor MSC Cruises has any direct control over the Shore Excursion providers and their services hence, to the extent permitted by law, in no case whatsoever will the Company or MSC Cruises 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.

30. LAW AND JURISDICTION

- 30.1 These Booking Terms & Conditions shall be governed by the laws of the State of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales, Australia.

31. ERRORS, OMISSIONS AND CHANGES

- 31.1 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. In addition, from time to time, we may publish specific terms and conditions related to a specific promotion, and certain terms including but not limited to the applicable deposit amount may be different from the terms in these Booking Terms & Conditions.
- 31.2 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 Company or by visiting the Official website for the most up to date Booking Terms & Conditions.