



FAIR TRADING ACT 1987 (NSW) DISCLOSURE STATEMENT (TERMS + CONDITIONS)

Disclosure of provisions that *may* be substantially prejudicial to you

Please carefully read the disclosures below in relation to our Booking Terms + Conditions (**T+Cs**) which can be accessed here <https://www.msccruises.com.au/en-au/Terms-Conditions.aspx>. As required by NSW law, we are obliged to disclose these to you before you enter into, or become bound by, the terms of the T+Cs or any agreement in which the T+Cs are included.

For ease of reference, we refer to the consumer under the T+Cs as “you” and ourselves as “we”. All nouns beginning with a capital letter carry their meaning set out in the T+Cs.

1. If you are making a Booking on behalf of a third party, clause 1.5 imposes the obligation on you to make payment of the Booking irrespective of the name in which the Booking is made and related Service Fees. You must compensate us for any losses we or MSC Cruises suffers as a result of any conduct of that third party leading to a breach of the T+Cs.
2. Clause 3.2 requires you to pay a deposit of A\$200 per person per Cruise within five working days of making a Booking in Australian (or New Zealand). For group/air/special packages, additional deposit amounts and/or final payment is required dependent on special packages promoted and will be advised at the time of booking.
3. Clause 3.3 requires any Passenger to pay a non-refundable and non-transferable deposit equal to 15% of the price of the cruise fare including port charges within seven working days to secure the Passenger’s cruise fare.
4. Clause 4.4 allows us to cancel your Booking without notice and levy cancellation charges in accordance with clause 15 of the T+Cs, whether the Holiday Package is resold or not, if you fail to pay the balance 90 days prior to departure.
5. Clause 4.5 allows us to apply a surcharge of 1.75% - 2.5% on any credit card payment subject to variation from time to time.
6. Clause 5.2 allows us to modify the Contract price at all times up to and including the date you make full payment of the Contract price to allow variations in air transportation costs, fuel costs, dues, taxes or fees chargeable for services and the exchange rates relevant to your Holiday Package.
7. Clause 14.2 states that any name changes requested within 14 days of the departure will be considered a cancellation.
8. Clause 14.3 holds both you and any third party contract assignee jointly liable to pay the price of the Holiday Package and any additional cost that may arise as a consequence of the change in Passenger (including but not limited to cancellation 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 as the new Passenger, you and/or that new Passenger is deemed to have accepted the T+Cs.
9. Clause 14.7 limits our liability to nil in the event that change requests to flight, transport or other services arrangements cannot be satisfied and states that the Carrier’s terms and conditions will apply in relation to such changes.
10. Clause 14.8 requires you to pay a minimum non-refundable administration fee of A\$100/NZ\$100 per person per amendment plus any additional costs that may arise as a consequence of the change.

11. Clause 14.9 states that any requests of amendments of the Booking received by us beyond the time limits stated in clause 14 will be treated as cancellations and the cancellation charges detailed in clause 15 of the T+Cs will apply.
12. Clause 14.10 requires you to pay an amount of A\$55/NZ\$55 per cabin to cover extra costs associated with changes requested by the Passenger which entail the printing of new Cruise tickets.
13. Clause 14.11 requires you to pay an administration fee per passenger including children of A\$100/NZ\$100 up to 90 days before departure for name changes/sailing date changes where there is a substitution of the original Holiday Package with a new Holiday Package.
14. Clause 15.2 requires, in the event that a single passenger cancels his/her Booking, you as the remaining passenger occupying the same cabin to pay a single surcharge and, if you also opt to cancel the Booking, any cancellation charges.
15. Clause 15.6 sets out MSC Cruises' Cancellation Policy including the amounts refundable and non-refundable depending on when you cancel your Booking. You will only receive a full refund if you cancel up to 120 days prior to the cruise departure. Thereafter, you will lose the deposit and a certain percentage of the total amount of your Booking. For cancellations for Fly Cruise Packages, there are two non-refundable/non-transferrable deposits required of AUD/NZ\$1,500 per person within 5 working days of booking and AUD/NZ\$2,500 per person 150 days prior to departure.
16. Clause 18.2 requires you to refer to the Agent's refund policy in the Agent's terms and conditions and make any claim for a refund to your Agent (if you made your Booking through an agent). If your Agent has ceased to operate for any reason (including but not limited to due to insolvency), you must seek to obtain a refund from the Agent's appointed liquidator or representative. Where we have already paid the refund to the Agent, neither we nor MSC Cruises will be liable to assist you with such steps that you will need to take to attempt to obtain a refund from the Agent (subject to the Australian Consumer Law and the Agent's applicable terms and conditions, if any).
17. Clause 18.3 further limits our liability where an agent fails to pass on to you the refund received by it from us. You have no claim against us and MSC Cruises and we have no liability in regard to the refund.
18. Clause 19.3 sets out, in relation to claims not involving personal injury, death or illness or which are not subject to the [international] conventions referred to in clause 19, the Company's maximum aggregate liability for breach of the Company's obligations under the T+Cs or breach of the Company's duties at law or in equity. To the maximum extent permitted by law and subject to certain statutory guarantees you may have under the Consumer Laws, the Company's maximum aggregate liability 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.

Neither the Company nor MSC Cruises is liable for any special, indirect, consequential or economic loss or damage or loss of profits (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 the T+Cs).

19. Clause 21.7 further limits our liability to you in respect of any breach or non-observance by you of the provisions of clause 21 (*Passenger's Responsibility*) and imposes an obligation on you to indemnify us and/or MSC Cruises against any loss or damage occasioned to any MSC Cruises' vessel or us or any of MSC Cruises' suppliers by such breach or non-observance.
20. Clause 21.10 requires you to pay any damage suffered by us and/or MSC Cruises and/or any supplier of any service that forms part of the Holiday Package as a result of your failure to comply with your contractual obligations. In particular, you will be liable for all damages caused to a vessel or its

furnishings and equipment, for injury or loss to other Passengers and third parties, and also for penalties, fines and expenses attributable by you that we, MSC Cruises or any of MSC Cruises' suppliers may be liable to pay.

21. Clause 22.3 limits the Company's and MSC Cruises liability in relation to any liabilities arising in respect of flights or transfers arranged by you.
22. Clause 28.1 limits our liability, MSC Cruises' liability, including the Master and crew of the applicable MSC Cruises' vessel concerned including independent subcontractors and their employees as well as the underwriters of those parties to the terms in the T+Cs.
23. Clause 28.2 states that we are not responsible in any way for the services provided by independent contractors on Shore Excursions including for loss, damages and injuries suffered by you as a result of the negligence or otherwise of the Shore Excursion providers.

If you have any questions in relation to the above disclosures or the T+Cs, please do not hesitate to contact us.