

## ONLINE BOOKING TERMS AND CONDITIONS FOR SHORE EXCURSIONS

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

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

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

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

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

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

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

have selected. You should also make sure that no one in your party who has booked such an excursion is taking medicine that carries a warning about impairment of physical or mental abilities.

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

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

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

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

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

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

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

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

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

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

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

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

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