

## **Terms & Conditions**

**NOTICE TO PASSENGER:** Below and attached to your Boarding Coupon, Passenger Ticket and (if contracted) Transfer Voucher are the terms and conditions of the Passenger Contract. Before accepting them, carefully read all the terms of the following Passenger Contract which contains important conditions and limitations including Clauses 20 to 26 which set out some of your rights, limitations of liability, court jurisdiction and time limits to file claims or to bring suit.

**PASSENGER CONTRACT:** Carefully read all terms and conditions before accepting them. Clauses 20 to 26 set out your rights and limitations to make claims. Please retain this document for future reference. TO REVIEW THE PASSAGE CONTRACT [CLICK HERE](#)

\*MSC Cruises S.A. reserves the right to correct any errors, inaccuracies or omissions and to change or update fares, fees and surcharges at any time without prior notice.

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### **1. CONSTRUCTION**

All references to "Passenger" singular shall include the plural. All references to the masculine shall include the feminine and vice versa. Clause headings are inserted for convenience only and do not form part of the terms and conditions of this Ticket and shall not affect its construction.

In the event Passenger has purchased a "Grand Tour" or other combination of multiple cruises offered for sale as a single package, the Grand Tour shall always be considered as a single and indivisible package or voyage. All terms and references herein to a Cruise or Voyage shall include and be equally applicable to a Grand Tour unless otherwise stated. "Grand Tour" means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Package. For any relevant purposes, the Grand Tour shall always be considered as a single and indivisible Package. All terms and references to a Cruise and or Package shall include and be equally applicable to a Grand Tour unless otherwise stated. References to price are references to the total price paid for the Grand Tour.

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## **2. AGREEMENT**

In consideration of the Fare, MSC Cruises S.A. ("MSC Cruises" or "The Company") agrees by issuing the Passenger Ticket ("the Ticket") and Passenger Contract ("the Contract") to transport the person named in the Ticket ("the Passenger") on the specific Voyage ("the Voyage") on named or substitute vessels subject to the terms and conditions herein. By accepting the Ticket and Contract, the Passenger agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by this Contract. This Ticket and Contract cannot be amended without written and signed consent from MSC Cruises or its authorized representative. The Ticket and Contract cannot be assigned or transferred to any other person. Invalidity of any clause shall not affect the validity of any other clause of this Contract.

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## **3. PARTIES DEFINED**

The term "the Company" includes MSC Cruises S.A., MSC Cruises (USA) Inc., their parents, subsidiaries, affiliates and assigns and their collective agents, servants, the carrying vessel ("the Cruise Ship"), its owner, charterer, operator, officers, staff, crew, concessionaries, independent contractors, and any tenders or other means of transport provided by the Company to the Passenger. "Passenger" includes the person or persons named in the Ticket, their heirs and assigns, and the travel agent or other person authorized to receive the Ticket and Contract on behalf of the Passenger. The "Master" is the Captain or person in charge of and commanding of the Cruise Ship.

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## **4. THE FARE**

For new bookings made on or after February 1, 2018 through March 31, 2018, our reduced deposit requirements are:

- All Cruises (excluding World Cruise): \$99 per adult or \$198 per stateroom minimum
- World Cruises: 15% of total fare

For new bookings made on or after April 1, 2018 our standard deposit requirements are:

- Cruises 14 nights or less: \$200 per adult or \$400 per stateroom minimum
- Cruises 15 nights or longer (excluding World Cruises): \$300 per adult or \$600 per stateroom minimum
- World Cruises: 15% of total fare

Children 17 and under sailing as the 3rd/4th guest in a stateroom do not require an additional deposit.

The fare includes stateroom accommodation, meals on board and entertainment offered on the Cruise Ship. The Fare does not include alcoholic beverages, cocktails, any soft drinks, or mineral water for the Bella Experience. For Inclusive Experiences that include drink packages (Fantastica and Aurea), these beverages are covered excluding non-premium alcohol. Any medical expenses, any independent contractors' services or products, shore excursions, gratuities, or any fees, charges or taxes imposed by any government agency are not covered. The Fare shown for MSC Cruises are applicable to residents of the U.S. and Canada only.

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## **5. STATEROOM OCCUPANCY**

Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid supplement for exclusive occupation. The Company reserves the right to transfer the Passenger from one cabin to another and may adjust the Fare accordingly.

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## **6. TRAVEL INSURANCE**

The Company strongly recommends that passengers obtain travel insurance to help protect against certain losses. We offer a plan through CSA Travel Protection that provides coverage for Trip Cancellation, Baggage, Emergency Assistance and

Transportation, Medical and Dental coverage and more. Passengers should be aware that some forms of routine health insurance do not protect passengers when outside of their usual location of residence.

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## **7. CANCELLATIONS, DELAYS AND REFUNDS**

(A) The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels or persons in distress, availability of berth facilities, and other factors beyond the Company's control. (B) The Company does not guarantee that the Cruise Ship will call at every advertised port or follow any particular route or time schedule. The Master and the Company shall have an absolute right to cancel, change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation is substituted, the Company shall determine and arrange transportation to the substituted port at no expense to the Passenger. (C) No part of the Fare is refundable, except as specifically provided as follows: (i) Before the Voyage begins, the Company has the right to cancel the Voyage for any reason without notice. In such event, The Company shall refund the full amount of the Fare received, and the Company shall have no further liability whatsoever. (ii) If the scheduled Voyage embarkation is delayed more than six (6) hours, the Company may arrange at no additional expense to the Passenger, such hotel accommodations as the Company deems appropriate until the Cruise Ship is ready to board. In this event, The Company shall have no further liability or obligation to the Passenger. (iii) After the Voyage begins, the Master may terminate the Voyage at any nearest port or at the next port of the itinerary. In such cases, the Company's sole liability shall be to make a pro-rata refund of the Fare received for any unused cruise days. The pro-rata refund will be calculated based on the number of whole days of twenty-four (24) hours that the Voyage is reduced. No pro-rata refund will be made for part of a day. The Company shall provide substitute transportation of its choice to the scheduled point of disembarkation. (iv) If the scheduled duration of the Voyage is extended, the Company shall have no liability to the Passenger, and the Passenger shall not be liable to pay any extra Fare. (v) If the duration of the Voyage is reduced, then the Company's sole liability shall be to make a pro-rata refund based on the number of whole days the Voyage is shortened by more than twenty-four (24) hours. In no event shall the Company be liable for consequential damages as a result of the cancellation, termination or extension of any voyage.

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## **8. CANCELLATION AND CHANGES BY PASSENGER**

For all new bookings made beginning Sunday, May 1, 2016 for all sailings forward, MSC Cruises cancellation policy is:

<b>CRUISE 14 NIGHTS OR LESS</b>		<b>CRUISE 15 NIGHTS OR MORE</b>	
89 days - 61 days	Deposit Non-Refundable	109 days - 61days	Deposit Non-Refundable
60 days to 46 days	50% Penalty	60 days to 46 days	50% Penalty
45 days - 16 days	75% Penalty	45 days - 31 days	75% Penalty
15 days until departure	100% Penalty	30 days until departure	100% Penalty

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## **9. NON-USE OR PART-USE OF TICKET**

If the Passenger fails to board the Cruise Ship before departure, or joins the Cruise Ship at another port, or leaves the Voyage while in progress, the Passenger shall not be entitled to any refund of the Fare unless circumstances in clause 7 and 8 above apply. The ship's scheduled time of departure and deadline for all passengers to be onboard is published in the ship's daily program and posted at the gangway for each port (Embarkation Deadline"). The Company shall have no liability whatsoever in the event Passenger fails to embark the vessel before the Embarkation Deadline and in all such cases Passengers are responsible for their own travel arrangements and costs of transportation home, to the port of embarkation, or to another port to rejoin the Vessel (where allowed by law).

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## **10. PAYMENTS AND NOTICES**

Reservations can be made and accepted through any travel agency. In order to secure a confirmed reservation, a deposit is required. Final payment is due no later than 60 days prior to sailing or by option date if booking within 60 days of sailing. To avoid cancellation, the deposit or final payment must be received in MSC's office by the option date given at time of booking. Option dates can vary from one to seven days from booking date depending on sailing demand. In a few rare instances immediate payment by credit card may be required to confirm your reservation.

If the Ticket has been purchased through any travel agent, tour company, group, organizer traveling companion, or booking representative ("the Agent"), the Passenger authorizes the Company to give any notices and to pay any refund owed to the Passenger to the Agent on his behalf. The failure of the Agent to pay the full Fare to the Company is considered a breach of Contract by the Passenger when the Ticket has been purchased through an Agent. Such Agent shall be deemed in all respects to be the Agent of the Passenger and not of the Company.

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## **11. EXTRA CHARGES**

The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Company on his behalf, before the end of the Voyage.

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## **12. TRAVEL DOCUMENTS**

The Passenger shall comply with any governmental travel requirements, laws or regulations for all ports of call on the Cruise Ship's itinerary for both Immigration, Customs and Vessel Security purposes. All Passengers must present for inspection the Ticket and Contract, a valid Passport and any visa, entry or exit permit, required by any port on the Cruise Ship's itinerary. Passenger is responsible for checking with the embassy or consulate for every country to be visited on the planned itinerary to determine what visas, travel documentation or health certifications are necessary. The Company reserves the right to deny boarding to any Passenger who lacks the necessary proof of citizenship or other required travel documentation valid for the entire duration of the scheduled voyage. Guest who fail to have the required documents will be denied boarding and such guests shall not be entitled to any refund nor shall MSC Cruises have any further liability to such guests. For your safety and convenience, Passengers are advised to check with the U.S. Department of State or their local government to review any travel advisories which may have been issued for any ports on the cruise itinerary.

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## **13. SECURITY**

The Passenger shall present himself for boarding at least two (2) hours before scheduled departure to complete any pre-boarding procedures and security inspections. For security reasons, the Passenger agrees that agents of the Company may search the Passenger, his cabin, his luggage, and any accompanying property. The Company shall have the right to confiscate any articles carried or contained in any luggage which the Company, in its sole discretion, considers dangerous or pose risk or inconvenience to the security of the Cruise Ship or persons on board. Passengers are prohibited from bringing on board any alcoholic beverages, articles which pose a fire hazard, or articles that can be used as a weapon, explosives, illegal or dangerous goods. The Company reserves the right to search any person, cabin, berth or other part of the Cruise Ship for security reasons at any time.

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## **14. HEALTH AND FITNESS TO TRAVEL**

The Passenger warrants that he is fit to travel by sea and that his conduct or condition will not impair the safety of the Cruise Ship or inconvenience the other Passengers. Any passenger with a condition that may affect his fitness to travel is strongly encouraged to check with their personal physician regarding their ability to travel and to obtain a written physician's certificate of Passenger's fitness for an international sea voyage. If it appears to the Company, the Master or the Cruise Ship's Doctor in their sole discretion that a Passenger is for any reason unfit to travel, likely to endanger health or safety, or likely to be refused permission to land at any port, or likely to render the Company liable for Passenger maintenance, support or repatriation, then the Company or the Master shall have the right to take any of the following courses and the Company shall have no further liability to Passenger: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place and confine the Passenger in the Cruise Ship's Infirmary, to Passenger's cabin or any other cabin, or to transfer the Passenger to a health facility at any port, all at the Passenger's expense. Passenger acknowledges that travel by sea involves certain risks and hazards including motion of the vessel by sea conditions, and the delay and/or impossibility of immediate evacuation from the vessel in the event of a medical emergency depending on the vessel's location and prevailing sea and weather conditions. The Company shall have no liability and shall owe no full or partial refund in the event the Passenger is refused passage, disembarked, confined to the infirmary or their cabin, or transferred to another berth or cabin pursuant to this section.

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## **15. YOUNG PASSENGERS**

Adult Passengers traveling with person under age 21 shall be fully responsible for that person's conduct and behavior. Parents and guardians are responsible for monitoring the actions of their minor passenger at all times. Passengers under age 21 (for cruises that include a USA port) or under the age of 18 (for cruises that do not include a USA port) may not order or consume alcoholic beverages or participate in gambling. The Company does not accept unaccompanied minors. Minor Passengers are subject to all the terms contained in this Passage Contract as well as Company's Conditions of Carriage. In the event Passenger intends to bring onboard any child under the age of 12 months, the Company recommends seeking medical advice from the child's physician confirming such child's fitness to travel on an international ocean voyage.

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## **16. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS**

Medical services are available on board the Cruise Ship as a convenience to the Passenger. The Cruise Ship's doctor and medical personnel are independent contractors and are entitled to charge Passengers for any medical services and medicines provided. The Cruise Ship's doctor and medical personnel are not under the Company's or Master's control in their treating or diagnosis of Passengers, and the Company shall not be liable in any way for medical services or medicines provided or not provided. Medical facilities onboard and in the various ports of call may be limited. The Company shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore.

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## **17. OTHER INDEPENDENT CONTRACTORS**

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products are not included in the Fare, and the Company is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers, auctioneers, winemakers, and others providing services. The limitations referred to in clauses 23 to 26 shall apply to all independent contractors and their employers, all of whom are considered beneficiaries under this contract.

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## **18. TRAVEL PACKAGES AND SHORE EXCURSIONS**

Hotel accommodation and all transport (other than the Company's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organizers on board the Cruise Ship. "Package" and/or "Organizer" shall have the same meaning as contained in the European Union and Council directive of 13 June 1990 on Package Holidays and Package Tours (90/314/EEC). The Company shall not be responsible in any way for the conduct, products or services provided by such independent contractors nor for any injury, loss or death related thereto.

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## **19. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY**

Guests are encouraged to limit their checked luggage to one suitcase per person, not to exceed 75x50x29 cm and 30kg, and only one hand luggage per person not exceeding 55x35x25cm. (i) Passenger's luggage and property must be stored entirely within the Passenger's stateroom and shall include only personal belongings, and any commercial property shall be subject to an additional charge. During trans oceanic or other positioning cruises, the above guidelines represent the maximum limit allowed per person, provided that, in any case, the maximum amount of luggage in each cabin does not exceed 100 kg and/or 8 pieces among all passengers in the same cabin. (ii) Carrier is not responsible for loss of or damage to electronic devices (including but no limited cellular phones, computers, tablets, music players, or cameras), jewelry, cash, negotiable instruments, fragile or perishable items, or items of unusual value, all of which guest must carry onboard rather than placing in checked baggage. (iii) No animals or birds are permitted on board, except specially trained assistance dogs or animals required by Passengers with disabilities and providing the dog or animal has all required licenses and documentation, and provided the Company has been notified of same at the time of booking and has confirmed acceptance of such animal.

The Company shall not be responsible for such dogs or animals and Passengers should check with all jurisdictions to be visited on the ship's itinerary to ensure such animals are allowed ashore in such jurisdictions and are not subject to quarantine. The Passenger shall have full responsibility for such dogs or animals and shall indemnify the Company for any damages or liability caused by such dogs or animals. Animals may not be left unattended onboard the vessel at any time. (iv) The Company shall not be responsible to provide wheelchairs or other mobility devices. Passengers who require such devices must supply their own or make arrangements to have one delivered onboard prior to their embarkation. Passengers using wheelchairs or other mobility assistance devices are responsible to check that suitable accommodations are available at the time of booking and should verify with the Company the particular dimensions of the requested stateroom, including but not limited to door widths, and other vessel accessibility features. The Company supports the right of persons with disabilities to travel onboard its vessels. Guests with disabilities are encouraged to contact the Company to

obtain detailed information regarding the facilities onboard. The Company recommends but does not require that guests requiring special assistance be accompanied by a traveling companion who can provide such assistance during the voyage.

(v) All luggage must be securely packed and distinctly labeled. The Company shall not be liable for loss, damage or delay in delivery of any luggage. (vi) The Company shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of airlines, stevedores or other independent shore side contractors. (vii) All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense. (viii) The Passenger shall not be liable to pay or receive any General Average contribution in respect of baggage or personal effects or property. (ix) The Company shall not be liable for loss of or damage to suitcases or other luggage containers including but not limited to loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.

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## **20. APPLICABLE LAW**

The applicable law to this Contract shall be Italian law, except that for Voyages that include port(s) in the U.S.A., in which case the general maritime law of the United States shall apply.

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## **21. JURISDICTION**

A) For Voyages that do not include a port in U.S.A., all claims arising out of this Contract or relating to or arising from this Contract or your cruise shall be brought in and be subject to the exclusive jurisdiction of the Courts of Naples, Italy.

(B) (B) For Voyages that include a port in U.S.A., all claims arising out of this Contract shall be brought in, and be subject to the exclusive jurisdiction of the U.S. District Court for the Southern District of Florida. It is expressly agreed that all disputes shall be tried by a Judge without a Jury as an Admiralty and Maritime claim pursuant to Rule 9H of the Federal Rules of Civil Procedure. Any suit shall be filed in the venue of Ft. Lauderdale, Broward County, Florida to the exclusion of any other venue or location where suit may otherwise be brought.

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## **22. FORCE MAJEURE & EVENTS BEYOND THE COMPANY'S CONTROL**

The Company shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances including, but not limited to: war, terrorism, fire, natural disasters, Acts of God, labor strikes, bankruptcy, inability to procure fuel, Acts of State, failure of subcontractors to perform, or any other events beyond the Company's reasonable control. The Company shall not be liable to Passenger and Passenger shall not be entitled to any refund if Passenger is unable to reach the scheduled port of embarkation due to airline strikes, cancelled flights, volcanic eruptions or other natural conditions of the earth or weather which make it difficult or impossible for Passenger to travel to the vessel's port of embarkation.

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## **23. NO LIABILITY FOR EMOTIONAL DISTRESS**

The Company shall not be liable to the Passenger for any emotional distress, mental anguish or psychological injury of any kind except where said emotional distress, mental anguish or psychological injury was the result of either (A) physical injury to the claimant caused by the negligence or fault of the Company, (B) the claimant having been at actual risk of physical injury and such risk was caused by the negligence or fault of the Company, or (C) was intentionally inflicted by a crewmember or the Company as provided under 46 U.S.C. § 30509.

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## **24. LIABILITY**

In addition to the other liability and damage limitations provided in this Passage Contract, the liability (if any) of the Company for damages suffered as a result of death, personal injury, emotional distress to the Passenger, or loss or damage to luggage shall be subject to the following limitations and shall be determined in accordance with the following:

(A) Voyages not including a U.S.A. port: The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974 and (the "Athens Convention"), as subsequently amended in 2002 and as incorporated with effects from 1 January 2013 by EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag, or where the



contract of carriage is made in the EU. . The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly incorporated into these conditions of carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at [www.imo.org](http://www.imo.org). The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention and, where applicable, EU Regulation 392/2009 including the full deductible under Article 8(4) of the Athens Convention. The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") (\*approx. \$69,365) as provided and defined in the Athens Convention or, where applicable, the maximum sum of 400,000 SDR (\*approx. \$594,567) pursuant to EU Regulation 392/2009 and, where there is liability for war and terrorism, 250,000 SDR (\*approx. \$371,604). Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR (\*approx. \$1,238) per Passenger under the Athens Convention or 2,250 SDR (\*approx. \$3,344) where EU Regulation 392/2009 applies. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR (\*approx. \$19) per Passenger, such sum to be deducted from the loss or damage to luggage or other property. The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx) . The approximate U.S. dollar conversions of the SDR amounts stated herein and noted with an asterisk symbol "\*" are based on the exchange rate as of October 13, 2014. If any provision of these Conditions of Carriage is rendered null and void by the Athens Convention or EU Regulation 392/2009, such invalidity shall be limited to the particular clause and not to the Conditions of Carriage. The Carrier's liability in relation to death and/or personal injury is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention or, where applicable, EU Regulation 392/2009. The Carrier will only be liable in relation to death and/or personal injury and/or loss of or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect", as required by Article 3 of the Athens Convention, or where there is liability for a shipping incident, where EU Regulation 392/2009 applies. The limits of liability under the terms of the Athens Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Athens Convention. Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention. Further information on these important liability limitation statutes, laws and Conventions can be found [athttp://europa.eu/legislation\\_summaries/transport/waterborne\\_transport/tr0018\\_en.htm](http://europa.eu/legislation_summaries/transport/waterborne_transport/tr0018_en.htm)

(B) Voyages including a U.S.A. port: (i) Where U.S.A. law applies under this contract, the liability for death, personal injury and emotional distress to a Passenger shall not exceed the limitations set out in all applicable provisions of Title 46 of the United States Code, including but not limited to 46 U.S.C. § 30509, the Limitation of Liability Act, 46 U.S.C. § 30501 et. seq., and the Death on the High Seas Act, 46 U.S.C. § 30301 et. seq.. (ii) The Company's liability for loss or damage to Passenger's luggage or other property shall not exceed US \$100 per Passenger, unless a higher limit is agreed upon in writing before departure and an extra charge for declared value protection is paid as set out below in 24C(ii).

(C) All Voyages: (i) The Company shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewelry, previous stones, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Company 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. (ii) Extra charges are: 1% of declared value for a Voyage 1 to 7 days; 2% of declared value for a Voyage 8 to 21 days; 3% of declared value for a Voyage 22 days and over. If the value of any luggage or property is misrepresented, the Company's liability for loss or damage to the property shall not exceed U.S. \$100. (iii) The Company and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Cruise Ship or any other ships owner, operated or chartered by the Company, or to attach any other asset owned, chartered or operated by the Company. If the Cruise Ship is arrested or attached, then the ship and the Company shall have the right to any limitation and all defenses available herein and the Passenger causing such arrest shall be liable to the Company for all lost revenue and other losses or claims that arise from, relate to, or are incident to such arrest. Any action against the Company must be brought as an individual action and Passengers waives any right to initiate or participate in any class action or other lawsuit brought in a representative capacity on behalf of others. In the event more than one liability limitation or exoneration statute, Convention, treaty or provision of this Agreement applies, the Company shall be entitled to take advantage of whichever provision(s) afford the greatest protection to Company. [▲ Back to top](#)

## **25. NOTICES OF CLAIMS**

(A) Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing must be given to the Company and the Cruise Ship within six (6) months (185 days) after the date such death, injury, or illness occurring in accordance with 46 U.S.C. § 30509. Such notice shall be sent by registered mail to:

LEGAL DEPARTMENT  
MSC Cruises, S.A.  
12-14 Chemin Rieu, 1208 – Geneva (Switzerland)

(B) Notices of Claim for all other claims, including but not limited to claims for loss or damage to luggage or other property, shall be given to the Company in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation. Notice shall be sent by registered mail to the address in Clause 25 (A) above.

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## **26. TIME LIMITS FOR FILING SUIT**

(A) All claims against the Company or the Cruise Ship shall be time barred as follows: (i) For Voyages not including a U.S.A. port, claims shall be time barred after two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention. (ii) For Voyages including a U.S.A. port, claims for personal injury, illness, or death shall be time barred unless commenced not later than one (1) year from the date of injury or death. (iii) For claims involving a Passenger under age 18 or an incompetent person, time shall be calculated from the date of the appointment of a legal representative. Such appointment must be made within three (3) years after such injury, onset of illness or death.

(B) All other actions not involving personal injury, illness or death, including but not limited to claims for other torts or breach of contract against the Company and the Cruise Ship, shall be time barred if not commenced not later than six (6) months (185 days), from the date of Passenger's disembarkation.

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## **27. ADDITIONS TO FARE, AND SURCHARGES**

a) The fare that you paid was determined far in advance of Initial Departure on the basis of then-existing projections of costs, including but not limited to fuel costs. The Company reserves the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges at any time prior to departure. In the event of an increase in costs above amounts projected, the Company further reserves the right to increase the fare or impose surcharges at any time up to Initial Departure and to require payment of the additional fare or surcharges prior to Initial Departure. The Company has the right to refuse to transport you unless the additional fare or surcharges are paid. In the event the Company imposes such fare increase or surcharges within less than 76 days of departure, You may within seven (7) days after you are notified of the additional fare or surcharges (but no later than Initial Departure), elect to surrender this contract to us for cancellation, whereupon you will receive a full refund of all monies paid to the Company. Cancellation fees do not apply to this type of refund. In the event you do not surrender this Contract within said seven (7) day period you will be deemed to have accepted the surcharge. No right of cancellation except for those otherwise provided herein exists under any of these circumstances provided The Company provides notice of such fare increase or surcharges at least 76 days prior to departure.

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## **28. USE OF WEBSITE**

a) The Company reserves the right to make any changes or corrections, alter, suspend or discontinue any aspect of the Company website at any time. B) The Company does not make any expressed or implied warranties, representations or endorsements whatsoever with regard to the Company website or any information, services or product provided through the Company website. c) The Company does not accept any liability for loss or damage of any nature whatsoever and howsoever arising out of or in connection with the viewing, use of the Company website or its contents whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company or its servants, agents or any person or entity.

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## **29. INCLUSIVE EXPERIENCE AMENITIES**

All amenities included in your chosen Inclusive Experience have no cash value. Booking services that are part of your chosen Experience before your departure date, such as spa services, is highly recommended. [▲ Back to top](#)

## **30. INCLUSIVE EXPERIENCE UPGRADES**

Complimentary upgrades for higher stateroom categories does not specifically mean an upgrade into Experience. If there is a stateroom upgrade, you will keep the original Inclusive Experience paid for.

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## **31. USE OF LIKENESS, PERSONAL INFORMATION, PRIVACY**

You grant Company and its licensees and concessionaires the right to use Your photograph/voice/indicia/video taken during Your Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. The ship carries photographers and videographers who photograph Passengers and process, display and sell such photos to You and other Passengers. Company may utilize closed circuit television or other surveillance means on board the Vessel. Passenger acknowledges he/she may provide personal data to Company that may include name, street or email address, date of birth, passport data, financial account information, and/or telephone numbers, likeness, photograph or other information which could identify Passenger. Passenger may also provide Company certain sensitive data such as health,



medical condition, dietary or religious restrictions, or disability information. Passenger agrees that Company may (a) keep Passenger's personal and sensitive data ("Data"); (b) use such Data in its business worldwide in accordance with its privacy policies; (c) share such Data with affiliated/related companies and/or with third parties for the purpose of arranging travel on Passenger's behalf, and (d) subject it to processing worldwide provided Company's safeguards are used. You agree any Data provide to Company in the European Economic Area ("EEA") may be used, processed and transferred within and outside the EEA and specifically to the U.S. and/or that Data Passenger provided in the United States or Canada may be provided to Company in the EEA. Passenger agrees that Company may disclose his/her Data to unaffiliated third parties including but not limited to other travel providers and government or port officials: (a) after Passenger requests it; (b) to process a reservation or transaction on Passenger's behalf; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of Company or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Company's policies, as amended from time to time.

Company may, but is not required to, make Internet or telephone services available onboard as a convenience to Passengers who shall pay an additional fee to use such services. Company accepts no responsibility for interruptions in such services and Passengers are advised that Internet and/or telephone service from the Vessel may not always be available. Passenger agrees to use Internet or telephone services at their own cost and risk and Company shall not be liable in any respect for claims of any kind, losses or damages relating to internet or telephone services.

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## **BOOKING ON LINE TERMS AND CONDITIONS FOR SPECIAL SERVICES**

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

As used herein "MSC", "us" or "we" means MSC Cruises S.A., and its or their associate or parent companies, subsidiaries and/or vessels. All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of

printing. However, if there is an error we reserve the right to correct it as soon as we become aware of it or to modify prices at any time without notice including after booking.

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

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

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

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

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

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

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

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

These Terms and conditions are subject to the Law and Jurisdiction applicable to your cruise Booking Conditions with MSC Cruises. You may also further be subject to any specific Law and Jurisdiction in

relation to any third party providers' services or goods that you have purchased and in respect of which that contract is subject to.

#### **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 owned, operated, organized and provided by third independent contractors. MSC does not own, operate or organize the shore excursions offered on this website or onboard. MSC merely sells tickets for these shore excursions as a convenience to passengers. Therefore, you accept that by purchasing or booking shore excursions through this web site or onboard any MSC vessel, you will be entering into a contract with the owner and operators of the shore excursion.

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 for sale through 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 owners or operators.

MSC has no control over the way the owners or operators of the shore excursions provide their services. Owners or operators of shore excursions available for purchase on this website 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 owners or operators of such excursions.

MSC shall not be responsible or liable for any loss, delay, injury, death or damage of any nature whatsoever sustained by you or any member of your party booked on an excursion. All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of printing. However, if there is an error we reserve the right to correct it as soon as we become aware of it. If any corrective change is not acceptable to you after you have booked, then you will be entitled to a full refund of what you paid for the goods and/or services booked and in such circumstances, neither MSC or the owner or operator of the subject shore excursion shall have any further liability of any kind or nature whatsoever.

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 minimum number of passengers is booked for an excursion, the tour may be led by a bilingual guide.

You understand that MSC has made no representations about the suitability of these excursions offered for sale on this website or onboard any MSC vessel.

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 prebooked 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 owner or operator 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.

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 2 days before the departure date through MSC Cruises Website.

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.

Before booking your Shore Excursion, please confirm and check the box below 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. You may also further be subject to any specific Law and Jurisdiction in relation to any third party providers' services or goods that you have purchased and in respect of which that contract is subject to.