Terms and Conditions

CAGEP VOYAGES

The following Special Conditions are applicable when MSC Cruises S.A. offers for sale or sells package tours as an organizer. They are an integral part of the contract and complement the provisions of the Tourism Code. All packages presented in the brochure and/or the Official Website are organized by MSC Cruises S.A., the "Company".

1. DEFINITIONS

The "Company" refers to MSC Cruises S.A. whose registered office is located at 40, Avenue Eugène Pittard, CH-1206 Geneva, Switzerland.
Reservation" means the steps taken by the Passenger to enter into a Contract with the Company.
The "Booking Conditions" means these conditions and the information contained in the relevant Company's brochure, official website and/or other information which shall constitute the express terms of the Passenger's Contract with the Company.
Carrier" means the company or person in charge of transporting the Passenger from one place to another as indicated on the Cruise ticket, air ticket or any other transport title; it is referred to in these documents as "carrier". The term Carrier includes the owner and/or charterer of the Vessel, whether a bareboat charterer, time charterer, sub-charterer or operator of the Vessel, to the extent that each such person acts as Carrier or Carrier's agent.
Conditions of Carriage" means the conditions governing air, sea or road transportation provided by the Carrier. The Conditions of Carriage refer to the provisions of the law of the Carrier's country and/or international conventions that may limit or exclude the Carrier's liability. Copies of the Conditions of Carriage of all Carriers are available to Passengers upon request.
The "Contract" means the contract concluded between MSC Cruises S.A. and the Passenger relating to the relevant travel services that make up the Package Tour, and which is evidenced by the issue of the confirmation invoice sent by MSC Cruises S.A. or the Travel Agent to the Passenger.
Cruise" means transportation by sea and stay on board a ship of the MSC fleet (as described in the corresponding brochure of the Company, on the Official Website or in other documentation produced by the Company or on its behalf).
Combination Cruise" means the combination of two or more cruises pre-arranged by the Company and offered for sale as a single tour package. For all purposes, the Combination Cruise must always be considered as a single and indivisible tour package. All terms and references to a Cruise, or Tour Package, shall include and apply equally to a Combination Cruise, unless otherwise specified. Any reference to price indicates the total price paid for the Combination Cruise.
Retailer" means the professional or travel agency that sells or offers for sale the Package Tours in its own name (as organizer) or makes available the Travel Services and the Package Tours as agent of MSC Cruises S.A.
The "MSC World Cruise" is a Round the World Cruise organized by the Company. For all purposes, the MSC World Cruise is to be considered, under all circumstances, as a single and indivisible package. All terms and references to a Cruise and/or Package shall include and be equally applicable to the MSC World Cruise, unless otherwise specified. References to price shall be understood to be the total price paid for the MSC World Cruise.
Passenger" means any person entitled to travel (including minors) named either on the booking confirmation, invoice or sea ticket issued by MSC Cruises S.A.
Passenger with a disability" or "Passenger with reduced mobility" means any Passenger whose mobility in the use of transport is reduced as a result of a physical disability (sensory or locomotor, permanent or temporary), intellectual or psycho-social disability or disorder or any other cause of disability or disorder or as a result of age, and whose situation requires appropriate attention and adaptation to his/her specific needs for the services rendered available to all passengers.
Travel Services" means the Cruise, flights, accommodation and any other tourist services advertised in the Company's brochures or on the Official Website (excluding shore excursions or shuttle services).
Official Website" means all web pages, documents and hyperlinks used from the internet domain www.msccroisieres.fr.
Shore Excursion" means shore excursions, trips or activities that are not part of the overall Package Tour price and that are offered for booking on board the ships of the MSC Cruises SA fleet.
Exceptional and Unavoidable Circumstances" means a fortuitous and unforeseeable event beyond the control of the Carrier or the Company, including natural disasters (floods, earthquakes, storms, hurricanes or any other disaster), wars, invasions, actions of foreign enemies, hostilities (declared or not) civil wars, rebellions, revolutions, insurrections, epidemics and other health hazards, warlike operations or coups d'état, terrorist activities, nationalizations, government sanctions, embargoes, labor disputes, strikes, interruption or absence of electricity or telephone service and/or a closed or congested airport or port.
Package Tour" means the Cruise, whether or not combined with flight(s) and/or any pre- and/or post-Cruise travel services. It does not include shore excursions or shuttle services which are not included in the Package Tour price.

2. OFFERS

2.1. All brochures, advertisements, web pages or offers of the Company are made in good faith and according to the available data. Maps, photos and illustrations are for information purposes only and are not binding.
2.2. The Passenger expressly accepts that the pre-contractual information communicated to him/her may be subject to change before the Contract is concluded. Unless otherwise stipulated, the offers are always
Unless otherwise stipulated, offers are always "on demand" or subject to confirmation.
2.3. The Passenger authorises the Company to correct any obvious material errors in the pre-contractual information provided to him/her.

3. RESERVATION PROCEDURE AND FORMATION OF THE CONTRACT

3.1. To make a reservation, the Passenger must contact the Company, a retailer or an authorised representative of the Company. The Passenger shall complete all the information requested, and shall ensure that all the information

provided is correct. The Passenger also fills in any special requests or requirements.
3.2. The person making the reservation confirms that all persons indicated in the reservation request and on the invoice have agreed to be bound by all applicable contractual terms and conditions and that he/she has the authority to accept these terms and conditions in the name and on behalf of all persons mentioned on the reservation request and on the invoice.
3.3. Unless otherwise expressly stipulated, the Contract shall be formed as soon as a reservation number has been allocated to the Passenger and when the offer to the Passenger is confirmed by the issue of a confirmation invoice, definitively and without reservation and, if a deposit is due, when the Passenger has paid such deposit.
3.4. When the Passenger books online (via the Official Website) or by telephone with the reservation agents, the Contract is formed as soon as the Passenger receives an e-mail confirmation of the reservation made.
3.5. When the Passenger books through a Retailer, and in case of combination by the latter of the services offered by MSC Cruises SA with other travel services within the meaning of the Package Travel Directive, the Retailer will be considered as the organizer of the Package Travel and will be solely responsible for the consequences thereof with regard to the customers
3.6. No right of withdrawal: in accordance with the provisions of Article L121-20-4 of the French Consumer Code, the Passenger does not have a right of withdrawal when booking package tours and non-inclusive tourist services remotely. Consequently, the Passenger cannot benefit from the right of withdrawal for the services offered for sale under these Terms of Sale, except for the optional insurance under the conditions defined in Article 15.

4. PRICE

4.1. The price covers the travel services that are included in the Contract and also includes all taxes and any additional fees, charges or other costs. The Passenger shall, where applicable, bear any additional charges, fees or other costs of which the Company could not reasonably be aware or could not reasonably calculate prior to the conclusion of the Contract, such as tourist taxes or taxes for access to facilities, entry taxes, port charges, etc.
The Passenger authorises the Company to correct any obvious pricing errors.
4.2. The Company reserves the right to increase the price in the event of changes in:
1° in the price of passenger transportation resulting from the cost of fuel or other energy sources. In the case of air transportation, any price change will be equal to the additional amount charged by the airline. In the case of the price of fuel for the propulsion of the vessel, any variation in price will be equal to 0.33% of the Cruise price, for each dollar increase in the price of fuel per barrel (NYMEX index).
2° the level of taxes or fees on travel services included in the Contract, imposed by a third party not directly involved in the execution of the package tour, including tourist taxes, landing or embarkation and disembarkation taxes in ports and airports. In this case, any variation in price will be equal to the amount of the fees, or
3° exchange rates related to the package tour.
Any price increase will be communicated to the Passenger on a durable medium, at the latest twenty days before the start of the package tour, together with a justification and calculation.
In the event of a reduction in the above-mentioned costs after the conclusion of the Contract and before the departure date, the Passenger is entitled to a proportional reduction.

5. RESOLUTION AT THE INITIATIVE OF THE PASSENGER

5.1. Any request for termination by the Passenger must be made in writing to the Company (registered letter, e-mail) or through the Retailer. Requests for termination of the Contract that are received outside the Company's office hours shall be deemed to have been received on the next working day. All tickets issued, together with the confirmation invoice, must be returned with the cancellation request.
5.2. Any request for partial or total cancellation by the CLIENT will incur the following cancellation charges:
Up to 90 days before departure: 30% of the cruise price;
Between 89 and 60 days before departure: 50% of the cruise price;
Between 59 and 30 days before departure: 70% of the cruise price;
Less than 29 days before departure: 100% of the cruise price.
In the case of cancellation of the third and/or fourth bed in a cabin, the same cancellation charges apply.
5.3 It is understood that if the Passenger abandons the holiday during the journey for any reason whatsoever, he/she is not entitled to any refund and the fare paid shall be retained.

6. MODIFICATIONS TO THE CONTRACT BY THE PASSENGER (except for reservations at the ISSÉO ! Fare)

6.1. Any modification is subject to availability. If the Passenger wishes to cancel the Contract, in the event of the unavailability of the requested modification or if the price varies too much, the cancellation will be subject to the conditions of article 5. In any event, the cost of the changes will be charged to the Passenger.
The fees applied will be 50 euros for each name change, up to 7 working days before departure.
Any change to the Contract requested less than 7 days before departure will be considered as a cancellation subject to the cancellation conditions in article 5.
In the event that the changes requested by the Passenger result in the issuance of new cruise tickets, in addition to the fees mentioned above, a surcharge of €25 per cabin will be applied to cover the additional costs
6.2. In addition, even after the issue of the confirmation invoice, the Passenger may, on one occasion only, substitute the Contract (Initial Contract) with another contract (New Contract), it being understood that such substitution is subject to the following modification conditions:
(i) The departure date provided for in the New Contract is later than that indicated in the Initial Contract;
(ii) The request to exchange the Contract must be received by the Company no later than 30 days prior to the departure date specified in the Original Contract, provided that space is available on the New Package;
(iii) The scheduled departure date of the New Contract must be within one year of the scheduled departure date of the Original Contract.

7. MODIFICATIONS AND CANCELLATION OF THE CONTRACT BY THE COMPANY

7.1. In accordance with Article 11 (1) of the Package Travel Directive, the Company may make minor changes to the elements and conditions of the contract up to the date of commencement of the Package, provided that it informs the Passenger of such changes in a clear, understandable and visible manner on a durable medium.
In particular, the Company reserves the right or faculty to assign the Passenger a cabin other than the one fixed before boarding, provided that it is of the same or higher category.
In the case of a "guaranteed cabin", the Passenger may be given a different cabin during the cruise. They will be relocated to a cabin of the same or higher category, the situation of the cabin may be different. For triple or quadruple "guarantee cabins", given the limited number of cabins of this type, the Passenger may be assigned two cabins.
The Company has the right to assign another cabin to the Passenger, provided that it has similar characteristics. In this

case, if there is a change of accommodation to a less expensive cabin, the Passengers concerned by this change will be entitled to a refund of the price difference, according to the fares in force.
7.2. The Company also reserves the right to correct obvious material errors in the Contract.
7.3. Cruise arrangements are made several months in advance by the Company. Very occasionally, it may be necessary to modify them; therefore, the Company expressly reserves the right to modify the cruise or tour package arrangements if such changes are necessary or desirable for operational, commercial or safety reasons.
7.4. In the event of a modification of an essential element of the Contract, the Company will inform the Passenger or his/her Retailer of such modification in writing as soon as possible. The Passenger will be offered the choice:
a) to accept the change; or
b) to book another Tour Package from the Company's brochure and/or the Official Website, of equivalent or higher quality, if available; or
c) to book another Touring Package from the Company's brochure and/or the official website of inferior quality, if available, with a refund of the price difference; or
d) cancel the Contract and receive a full refund of all sums paid.
The notice of change shall specify a reasonable period of time within which the Passenger must inform the Company of its decision. The notice shall also specify that if the Passenger does not respond within the time limit, the changes shall be deemed to have been accepted.
7.5. During the performance of the Contract, when it is impossible to ensure the timely return of the Passenger to the place of departure due to exceptional and unavoidable circumstances, the Company shall bear the costs of the necessary accommodation for a maximum period of three nights per Passenger, unless longer periods are provided for by current or future Union legislation relating to passengers' rights.
7.6. If the fare is increased by more than 8%, the Passenger must inform the Company of his/her decision within 7 days from the communication of the change. Depending on the circumstances, this period may be modified. The Passenger may then either accept the proposed change or terminate the Contract without charge. In the absence of express acceptance of the change, the Contract shall be terminated by operation of law. The refund of the sums paid by the Passenger does not include the insurance premiums paid, as they are in any case non-refundable.
7.7. Due to the particularities of cruises, the Company reserves the right, at its sole and exclusive discretion and/or that of the Captain, to decide to deviate from the agreed itinerary, to delay or bring forward the sailing, to cancel or change scheduled stopovers, to arrange carriage on another substantially equivalent vessel, to tow or be towed, to rescue other vessels or to perform any similar acts which the Company or the Captain in their sole discretion deems expedient or necessary for the safety of the Passenger, the vessel and the crew. The significance or otherwise of such changes will be determined by the Company in the circumstances of the case.
7.8. The Company reserves the right to cancel the Package at any time by written notice to the Passenger, without being liable for any additional compensation, if:
(i) the cancellation is due to exceptional and unavoidable circumstances and/or any unusual or unforeseeable circumstances beyond the Company's control, as a result of which the cancellation could not be avoided by the Company despite having exercised all due diligence;
(ii) the number of persons registered for the Touring Package is less than 50% of the passenger capacity of the vessel concerned.
In both of the above cases, the Company will offer the Passenger the following choices:
a) Be reimbursed the amounts paid; or
b) Book another Package in the Company's Brochure and/or on the Official Website of the same or higher quality depending on availability; or
c) Book another Package in the Company Brochure and/or on the Official Website of a lower quality, subject to availability, with reimbursement of the price difference.
If the Passenger expressly accepts the alternative cruise, there will be no refund.
7.9. Without prejudice to the foregoing, the Company reserves the right to reject or cancel new reservations made by or on behalf of former Passengers who, during a previous Tour Package:
a) behaved in a manner that was dangerous to their safety and/or that of other Passengers and/or crew members;
b) have damaged and/or endangered the Company's property;
c) have not paid their debts to the Company;
d) have violated Article 11 of these Conditions.
The Passenger will be informed in writing of the rejection or cancellation made under this article.

8. ASSIGNMENT OF THE CONTRACT

8.1. In the event of an assignment of the Contract, and provided that the Company has been able to ascertain that the assignee meets all the conditions applicable to the Contract, the assignor and/or the assignee shall first jointly and severally pay the resulting costs, without prejudice to Article 8.3. The Passenger is advised that in certain cases, these transfer costs may be equivalent to the reservation price of a new travel service (as for example in the case of non-transferable air tickets).
8.2 The transferor is advised to inform the Company at least 7 days prior to departure and to communicate all data necessary for the execution of the Contract with the necessary diligence.
8.3. Any transfer will give rise to the payment of a 50 euro administrative fee, per person.

9. NON-COMPLIANCE AND ASSISTANCE

9.1. The Passenger is obliged to inform the Company without delay of any non-conformity that he/she notices on the spot. Any complaint regarding the non-conformity of the Package Tour will be assessed by MSC Cruises SA according to the concrete circumstances and the nature of the package booked.
Complaints must be made in accordance with the contact information provided in Article 19 of these Special Conditions, within two (2) months after the end of the Cruise.
For any complaint during the Cruise, Passengers must contact the staff on board.
9.2. Claims for loss of or damage to luggage or other property must be sent in writing to the Carrier at the time of disembarkation or, if not apparent, within 15 (fifteen) days of the date of disembarkation.
9.3. Complaints pursuant to EC Regulation 1177/2010 relating to accessibility, cancellation or delays shall be addressed to the Carrier within two (2) months of the date on which the service was rendered. The Carrier shall respond within one (1) month to indicate whether the complaint is justified, has been rejected or is still under consideration. A final answer shall be given within two (2) months. The Passenger shall provide any additional information that may be required by the Carrier to deal with the complaint.
9.4. Where applicable, the Passenger has the right to address his/her complaint to the Retailer who made the reservation of the Package Tour. In this case, the Passenger undertakes to send a copy of the complaint to the

Company's Customer Service.
9.5. The Passenger is aware that if they do not inform the Company correctly and immediately of the lack of compliance, they risk depriving the Company of the possibility of effectively resolving the problem encountered. The financial consequences resulting from the Passenger's failure to comply with the obligation to inform the Company may then be borne by the Passenger.
9.6. If the response provided by the Company's Customer Service does not satisfy the Passenger, or if no response has been received two months after the complaint, the Passenger may refer the matter to the Tourism and Travel Ombudsman, whose terms and conditions are available on the website: www.mtv.travel.

10. LIABILITY OF THE COMPANY

10.1. The Company is responsible for the proper performance of the travel services included in the Package Tour when it is the organizer within the meaning of the Package Travel Directive.
10.2. The Company's liability is limited to three times the price of the Package Tour, except for personal injury caused intentionally or as a result of negligence on the part of the Company.
All transportation (by land, air and sea) is subject to the actual Carrier's Conditions of Carriage. If any of the travel services comprising the Package Tour are subject to an international convention, the Company's liability is limited or excluded in accordance with that international convention.
10.3. The Company shall not be liable for any error or non-performance that is:
(a) wholly attributable to a fault of the Passenger ;
b) an unforeseeable and unavoidable act or omission on the part of a third party unrelated to the provision of services under the Contract;
c) an unusual and unforeseeable circumstance beyond the control of the Company and the Carrier and/or any service provider forming part of the Package, the consequences of which could not be avoided despite its best efforts, including (but not limited to) exceptional and unavoidable circumstances;
d) an event that the Company and the Carrier and/or any service provider involved in the Package could not anticipate or foresee, despite its best efforts.
10.4. To the extent that the Company may be liable to a Passenger in respect of air, land or sea carriage, the Company will benefit from all the rights, defences, immunities and limitations available to the Carrier (including its own terms and conditions of carriage) and under all applicable regulations and conventions such as - among others – the and conventions such as - but not limited to - the Athens Convention, Regulation (EU) 392/2009, the Montreal Convention, and none of the terms of the General Conditions of Sale or the Conditions of Carriage shall be considered as a waiver of such rights. If any term, condition, article or provision is held to be invalid or deemed invalid, the remaining terms, conditions, articles and provisions shall be deemed approved and shall stand.
The carriage of Passengers and their baggage by air is governed by various international conventions, including the Warsaw Convention of 1929 and the Montreal Convention of 1999. The International Conventions governing air transport establish the limits of the Carrier's liability for death and injury, loss of and damage to baggage, as well as for delays. Any liability of the Company to the Passenger in respect of air transportation is subject to the limitation of liability set forth in such Conventions.
10.5. The liability of the Company and/or the Carrier for damages suffered by a Passenger as a result of death or injury, loss of or damage to luggage occurring during carriage by sea shall be determined in accordance with the following provisions:
l EC Regulation 392/2009 concerning the rights of passengers travelling by sea in the event of accidents applies to international carriage by sea when the port of embarkation or disembarkation is in the European Union or when the ship flies a European flag or when the contract of carriage is concluded in the European Union. A summary of EC Regulation 392/2009 can be found at http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=URISERV:tr0018&from=EN.
Where the vessel is used as a floating accommodation, then the provisions of the Athens Convention 1974 shall apply and the limitations contained therein shall apply and are expressly incorporated in the Contract including any claim for loss of or damage to luggage, death or personal injury.
The level of damages that the Company and the Carrier may be ordered to pay in connection with death and/or personal injury or loss of or damage to baggage is limited to and shall in no circumstances exceed the limits of liability set forth under EC Regulation 392/2009 or, if applicable, the Athens Convention of 1974.
l The liability of the company and the Carrier in case of death, bodily injury or illness of a Passenger shall not exceed 46,666 Special Drawing Rights (SDR) as provided and defined in the Athens Convention 1974 or, if applicable, the maximum of 400,000 SDR as provided in Regulation EC 392/2009 or the Athens Convention 2002, and 250,000 SDR in case of liability for war or terrorism under Regulation EC 392/2009 or the Athens Convention 2002.
l The liability of the company and the Carrier for loss of or damage to Baggage or other property of the Passenger shall not exceed 833 SDRs per Passenger under the Athens Convention 1974 or 2,250 SDRs where Regulation EC 392/2009 or the Athens 2002 Convention applies.
l It is understood that such liability of the Carrier is subject to the applicable deductibles per Passenger, which amount is deductible from the loss of or damage to Baggage or other property. Passenger acknowledges that the SDR conversion rate fluctuates from day to day and can be obtained from a bank or on the Internet. The value of a SDR can be calculated by using the link http://www.imf.org/external/np/fin/data/rms_five.aspx.
l Under the Athens Convention (if applicable) or EC Regulation 392/2009, the Carrier shall be presumed to have delivered the Baggage to the Passenger, unless the Passenger gives written notice to the contrary within the following time limits:
(i) in the case of apparent damage, before or at the time of disembarkation or return;
(ii) in the case of non-apparent damage to or loss of Baggage, within fifteen days after disembarkation or delivery or the date on which such delivery should have taken place.
l If the carriage hereunder is not "international carriage" as defined in Article 2 of the Athens Convention (1974 or 2002) or EC Regulation 392/2009 or if the Vessel is used as a floating hotel, the other provisions of the Athens Convention shall apply to this Contract and shall be deemed to be incorporated herein with the necessary modifications.
l The Company shall not be liable for loss of or damage to valuable property, such as cash, negotiable securities, precious metals, jewelry, works of art, cameras, computers, electronic equipment or other valuables, unless they are deposited in the custody of the Carrier, a higher limit has been expressly agreed in writing at the time of their deposit and an additional charge has been paid by the Passenger for the protection of the declared value In the event of

liability for loss of or damage to damage to valuables deposited with the vessel then such liability is limited to 1,200 SDRs under the Athens Convention 1974 or 3,375 SDRs where EC Regulation 392/2009 or the Athens Convention 2002 applies.
l The Company and the Carrier may avail themselves of any applicable laws providing for limits and/or exemptions from liability (including without limitation the law and/or laws of the flag state of the Vessel, in respect of the aggregate limit of damages payable by the Carrier). The servants and/or agents of the Carrier shall benefit by operation of law from all such provisions relating to limitation of liability.
l Without prejudice to the above provisions, in the event any claim is made against the Company, in any jurisdiction where the exclusions and limitations of liability incorporated in these special conditions and the conditions of carriage are deemed legally applicable the Carrier shall not be liable for death, personal injury, illness, damage, delay or any other loss or damage to any person or property for any reason whatsoever unless it is shown to have been caused by the Company's or Carrier's own negligence or fault.
l Notwithstanding anything to the contrary in these Terms and Conditions, the Company shall never be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity, or any other consequential loss or damage of a similar nature.
l The Company shall not be liable for any claims in respect of direct or indirect loss or damage caused by circumstances preventing the normal or prompt performance of the Contract due to war, threat of war, riots, civil war, industrial disputes (whether by the Company's employees or otherwise), terrorist activities, lack of electricity, health hazards or epidemics, natural or nuclear disasters, fires or adverse weather or sea conditions, suicide or attempted suicide of a Passenger, deliberate exposure of a Passenger to unnecessary danger (except in an attempt to save human life), consequences of participation in an unusual and dangerous activity and any similar circumstances beyond the control of the Company.
l When the Company is legally responsible for the loss of or damage to property, other than the International Conventions applicable to transportation by sea or air in accordance with the conditions of carriage, then its liability shall not exceed 500€ and the Company shall not be liable at any time for money and valuables. Passengers should not pack money or valuables in their luggage.
l The Company's liability shall in no event exceed that of the Carrier under these conditions of carriage and/or applicable or incorporated agreements. Any damages payable by the Company shall be reduced in proportion to any fault of the passenger which contributed to his loss.
10.6. The Company is never responsible for the execution of travel services not explicitly included in the Contract and which the Passenger would book on the spot without notifying the Company (such as additional excursions or activities).

11. PASSENGER'S RESPONSIBILITY AND CAPTAIN'S PREROGATIVES

11.1. The Passenger has the duty to follow the instructions and orders of the Captain and the Officers while on board. The Passenger accepts that the Captain and the Officers are entitled and have the authority to search any person on board, any cabin, luggage and personal effects for security or other legitimate reasons.
11.2. The Carrier and/or the Master shall have the right to refuse boarding or to order disembarkation of any Passenger if they deem it necessary for reasons of safety of the Passenger, other Passengers or the vessel or if the Passenger's conduct is, in the reasonable opinion of the Master, likely to endanger or compromise the comfort and well-being of other Passengers on board.
11.3. The Passenger's behaviour must not compromise or reduce the safety, tranquillity and well-being of the other Passengers during the Cruise.
11.4. Neither the Company nor the Carrier shall be liable to any Passenger for any breach of these Special Conditions and/or applicable regulations and any Passenger shall indemnify the Carrier and the Company for any loss or damage caused to the Carrier, the Company or its suppliers by such breach or non-compliance.
11.5 Passengers are strictly forbidden to bring live animals (with the exception of assistance dogs recognised under these Special Conditions), firearms, ammunition, explosive or flammable products, toxic substances 11.5 Passengers shall not bring live animals (with the exception of assistance dogs recognised under these Special Conditions), firearms, ammunition, explosive or inflammable products, toxic or dangerous substances on board the vessel, without the written consent of the Company and the Carrier.
11.6 Passengers shall be liable for any damage suffered by the Company and/or the Carrier and/or the service provider forming part of the Contract, resulting from the failure of the Passenger to comply with his/her contractual obligations. In particular, the Passenger shall be liable for any damage caused to the vessel, furniture and equipment, injuries or losses inflicted on other Passengers and third parties, as well as for any penalties, fines and costs attributable to the Passenger that the Company, the Carrier and the supplier may be required to pay.
11.7 Passengers are not permitted to sell and/or purchase from other passengers or tour operators on board the vessel any type of commercial services - including, but not limited to, shore excursions - which are not officially offered by the Company or its approved independent providers.

12. GENERAL INFORMATION ON TRAVEL FORMALITIES

12.1. Passengers must be in possession of valid identity and travel documents for travel to the country visited. In some cases, an identity card is sufficient, in other cases an international passport valid for at least 6 months after the planned return date is required. In other cases, the Passenger must have a visa.
12.2. The Company is never responsible for obtaining visas for any Passenger, the Passenger being solely responsible for obtaining such visas.
It is the Passenger's duty to check that his/her passport, visas or other travel documents are accepted in the countries where the Tour Package is deployed. Passengers are strongly advised to check all legal requirements for travel abroad and in the various ports, in particular with regard to visas, immigration, customs and health.
12.3. The Company informs French Passengers as best it can of the formalities specific to their destination; however, it is the Passenger's responsibility to ensure that their travel documents are valid and compliant (e.g. ESTA travel authorisation for Passengers travelling to and/or via the United States; transit visa, biometric or machine-readable passport, etc.). Passengers of French nationality can obtain recent and relevant information on the website of the French Ministry of Foreign Affairs, more specifically concerning the sub-headings "country risk" and "health".
Non-European Union citizens are required to contact their Embassy (or Consulate) or other diplomatic authorities to find out about the formalities to which they are subject.
Non-EU citizens will not be allowed to board if they are in possession of an expired residence permit accompanied by a receipt for the renewal of their residence permit. The Company declines all responsibility in the event of negligence on the part of the Passenger in this respect.
12.4. The Carrier does not accept unaccompanied minors. Minors will not be allowed to board unless

accompanied by a parent or guardian or any other authorized person. Adult passengers traveling with a minor must be fully responsible for the conduct and behavior of that minor. Minors may not order or consume alcoholic beverages or participate in gambling. Regarding the consumption of alcoholic beverages and participation in gambling, when the itinerary includes a port located in the U.S.A., these services are exclusively intended for passengers over 21 years of age.
If one of the minor's parents is not participating in the cruise, a signed letter of authorization - in accordance with the laws of the country where the minor resides - from the absent parent authorizing the minor to travel must be provided at the time of booking.
If the minor is traveling with Passengers who are not the minor's parents or legal guardians, the Company will require, at the time of booking, a document signed by the parents or legal guardian authorizing the minor to travel with an attendant or designee in accordance with the Company's policies.
12.5. The Passenger who enters into the Contract is obliged to inform the Company of his/her nationality and that of the Passengers for whom he/she enters into the Contract, and to communicate any useful information that may affect the required travel documents.

13. HEALTH AND SAFETY

13.1. The Company cannot know the state of health of all Passengers. Passengers are therefore obliged to inform themselves of the health formalities to be carried out for the chosen destination.
Passengers must have undergone the necessary vaccinations prior to the Cruise and be in possession of any necessary health documents.

Ability to travel

13.2. The safety of all Passengers is of paramount importance to the Company. Therefore, the Passenger declares that he/she is medically, physically and psychologically fit for the chosen trip, and that his/her conduct or condition will not affect the safety or comfort of the ship or aircraft, or that of other Passengers. French citizens are advised to consult the website of the French Ministry of Foreign Affairs regarding health and safety.
Passengers with a physical or mental disability, an incapacity or restriction of mobility, suffering from an illness requiring medical treatment or assistance, and pregnant women, must imperatively inform the Company. The Company reserves the right to refuse to provide a trip to a Passenger, for objective and non-discriminatory reasons, if the Passenger is not fit to participate in the trip.
To this end, the Passenger must, where applicable and at the time of booking, provide as much detail as possible regarding his/her physical and/or mental health condition, so that the Company and the Carrier may consider their obligation to carry the Passenger in a safe or operationally feasible manner taking into account any matter relating to the design of the vessel or port infrastructure or equipment, including ferry terminals, which may make it impossible to embark, disembark or carry the Passenger and which may affect the comfort and safety of the passengers on the vessel.
Thus, the Passenger is requested to provide full details:
- if the Passenger is disabled, handicapped or with Reduced Mobility;
- if the Passenger requires a special cabin for a Disabled Person, insofar as the number of such cabins is limited and the Company wishes, insofar as possible, to accommodate the Passenger in such a way that he/she is safely accommodated during the Cruise;
- if the Passenger has special seating requirements;
- if the Passenger needs to bring medical equipment on board;
- if the Passenger needs to bring a recognized service dog on board the ship (please note that service dogs are subject to national regulations).

If the Carrier, the captain or the ship's doctor decide that a Passenger is, for any reason, unfit for travel, likely to affect safety, likely to be refused permission to disembark at a port, or that his/her situation could make the Carrier responsible for his/her maintenance, assistance or repatriation, the captain has the right to refuse to embark the Passenger at any port or to disembark him/her at any port or to transfer him/her to another berth or cabin. The ship's doctor has the right to administer first aid, any medicines, therapies or medical treatment, and/or to hospitalize and/or confine the Passenger in the ship's medical center or similar facilities, if this measure is considered necessary by the doctor and the Captain agrees. Any refusal by the Passenger to co-operate with such treatment may result in the disembarkation of the Passenger at any port, with the possible intervention of the local police or competent authorities, and neither the Company nor the Carrier shall be liable for any loss, cost or expense incurred by the Passenger.

Pregnant women

13.3. Pregnant women are advised to seek medical advice prior to travel; regardless of the stage of their pregnancy, they must obtain a medical certificate issued by a physician confirming their fitness to travel on board a vessel (taking into account the specific itinerary).
Neither the Company nor the Carriers have adequate medical facilities or equipment on board any cruise ship to perform a delivery on board. The Company may not accept Reservations and the Carrier may not carry Passengers who are 24 weeks of amenorrhea or more pregnant at the end of the Cruise.
The Company and the Carrier expressly reserve the right to refuse boarding to any Passenger who appears to be in an advanced state of pregnancy or who does not produce the required medical certificate, and shall not be held liable for such refusal.
If a reservation was made by a Passenger who was unaware of her pregnancy at the time of booking, and her pregnancy could be endangered by the continuation of the trip, the Company will offer her either to book another Cruise listed in the Company's brochure or on the Official Website of equivalent quality in compliance with the above terms and subject to availability, or to cancel the reservation and obtain a refund of the full amount paid, provided that this cancellation is communicated as soon as a Passenger becomes aware of her condition. This refund will not include any insurance premiums paid, which are not refundable under any circumstances.

Disabled Passengers and Passengers with Reduced Mobility

13.4. When the Company and/or the Carrier consider it strictly and objectively necessary for the safety and comfort of the Passenger, and in order to allow the Passenger to fully benefit from the Cruise, the Disabled Passenger or Passenger with Reduced Mobility may be required to be accompanied by another person capable of providing the necessary assistance to the Disabled Passenger or Passenger with Reduced Mobility. This requirement depends entirely on the Company's and/or the Carrier's assessment of the Passenger's safety needs and may vary from one ship to another and/or from one route to another. Passengers in wheelchairs are requested to provide their own standard size folding wheelchair for the duration of the journey, and may also be required to be accompanied by a passenger in good health and able to assist them.
If the Passenger suffers from a particular infection, Disability or Mobility Impairment requiring personal care or

supervision, such care or supervision must be arranged by the Passenger and at his/her expense. The vessel may not provide custodial, personal care or supervision or any other form of care for physical, psychiatric or other conditions.
13.5. The Company reserves the right to refuse to carry a Passenger who has failed to properly inform the Company of any disability or assistance needs in order to enable the Company and/or the Carrier to make an informed assessment of whether it is safe or operationally feasible to carry the Passenger for safety reasons. If the Passenger does not agree with a decision of the Company, the Passenger must address a written complaint with all supporting evidence to the Company.
The Company reserves the right to refuse to carry any Passenger if, for objective and non-discriminatory reasons, the Passenger proves to be unfit to participate in the Cruise.
For the safety and comfort of the Passenger, if the Passenger becomes aware between the date of booking and the date of commencement of the Package Tour that he/she will require special care or assistance as specified above, the Passenger is requested to inform the Company immediately so that the Company and the Carrier can make an informed assessment as to whether or not the Passenger can be carried in a safe or operationally feasible manner.
Disabled Passengers or Passengers with Reduced Mobility may not be able to disembark at ports where the vessel does not dock. A list of these ports is available upon written request.
In some ports, it is necessary to anchor offshore rather than alongside the pier. When this is the case, the Carrier will use a rowboat to take the Passengers to the quay. A rowboat is a small boat and may not be suitable for persons with disabilities, reduced mobility or balance problems. When using rowboats, safety is of paramount importance. It is important that Passengers are able to operate the boat safely. Passengers may be required to climb down to a platform or pontoon and then into the boat. There may be steps to climb up or down and Passengers may have to negotiate a gap between the platform and the boat (up to approximately 10.46m). Depending on the weather, tide and sea conditions that may change during the course of the day, movement may occur. Passengers must be sufficiently fit and mobile to access and disembark the boat. If Passengers have limited mobility or use a mobility aid such as a cane, they should carefully assess their ability to safely board the boat before disembarking. Passengers should consider the use of steps, the possibility of a gap and height difference between the platform and the boat, and the possible sudden movement of the boat when making their decision. Wheelchairs and scooters will not be carried by the crew in the boat. All Passengers must be independently mobile enough to use the boats. The final say rests with the Commanding Officer and each of his officers who may refuse transportation by rowboat if there is any doubt as to the safety of a Passenger. All Passengers must exercise extra caution when boarding or leaving the boat. Crew members will be there to guide and stabilize them when boarding or disembarking but they cannot support, lift or carry Passengers. The same precautions apply when Passengers disembark from the boat in port.
13.6. Where a Passenger is denied boarding on the grounds of unsuitability for travel, neither the Company nor the Carrier shall have any liability to the Passenger.

Public health questionnaire

13.7. The Company and/or the Carrier and/or the health authorities of any port shall have the right to establish a public health questionnaire on their own behalf. In addition to any health and safety measures that the Company may adopt, the Passenger shall provide accurate information regarding the symptoms of any illness, including but not limited to gastrointestinal, H1N1 and Covid-19. Carrier may refuse to carry any Passenger who it considers (in its sole discretion) to be exhibiting symptoms of any disease, including viral or bacterial diseases or infections including (without limitation) Norovirus, H1N1 and Covid-19. Passenger's refusal to complete the questionnaire may result in denial of boarding.
13.8. When Passengers are victims of a viral or bacterial illness on board during the Cruise, the onboard physician may ask them not to leave their cabin for safety reasons.

Medical assistance

13.9 Passengers are strongly recommended to have "all risks" travel insurance covering medical care and repatriation costs and expenses.
13.10. In accordance with the regulations of the flag State, there is a qualified physician and a medical center on board equipped only for first aid and the least serious conditions. The Passenger hereby acknowledges and accepts at the time of booking that the medical center is not equipped as a shore hospital and that the doctor is not a specialist. Neither the Company, the Carrier nor the doctor can therefore be held liable to the Passenger for their inability to treat an infection.
13.11. The Passenger acknowledges that, although there is a qualified doctor on board the ship, he/she has the obligation and responsibility to request medical assistance if it is necessary during the Cruise and that he/she will have to pay the medical expenses on board.
13.12. In case of illness or accident, Passengers may have to be taken ashore by the Carrier and/or the Captain for medical treatment. Neither the Carrier nor the Company makes any representation or accepts any responsibility as to the quality of the medical facilities available or treatment at the port of call or at the place where the Passenger is disembarked. Medical facilities and standards vary from port to port. Neither the Company nor the Carrier makes any representation or warranty as to the quality of medical treatment on land.
13.13. The professional opinion of the doctor concerning the Passenger's fitness to embark on the vessel or to continue the Cruise is final and binding on the Passenger.
13.14. For children under 12 months of age, it is recommended to seek medical advice before making a reservation. The provisions relating to fitness to travel are applicable to all Passengers, including infants.

Medical equipment

13.15. It is important that Passengers contact the manufacturer or supplier of their medical equipment to ensure that the medical equipment they wish to bring on board can be used safely. It is the responsibility of Passengers to arrange for the delivery to the docks prior to departure of any medical equipment and to inform the Company prior to booking of their need for medical equipment on board so that the Company and the Carrier can ensure that the medical equipment can be carried safely.
13.16. It is the responsibility of Passengers to ensure that all medical equipment is in good working order and to ensure that sufficient equipment and supplies are available until the end of the voyage. The vessel does not carry replacement equipment and access to care and equipment on shore may be difficult and expensive. Passengers must be able to operate all equipment.

Food Allergies

13.17. Some foods may cause an allergic reaction due to intolerances to certain ingredients. If the Passenger has known allergies or intolerances to a food, he/she is required to inform the Company at the time of booking (by filling in a specific form) and subsequently report it to the Maître d'hôtel as soon as possible after boarding the ship.
13.18. It is the Passenger's responsibility to ensure that they actively avoid any food to which they are allergic.

The Company will take all reasonable steps if notified in writing in advance of any food or ingredient to which the Passenger has an allergic reaction and will assist the Passenger, within reason, to avoid consuming such food or ingredient if notified in accordance with 13.17 above by the Passenger before ordering such food. In the absence of communication of such information, neither the Company nor the Carrier shall be obliged to prepare special menus for the Passenger or any other prepared meal consumed by the Passenger. In case of multiple allergies/intolerances, even if informed in accordance with the above terms, the Company and the Carrier may not be able to avoid the risk of cross-contamination. The Company shall not be held responsible for the preparation of special meals for the Passenger or for any prepared meal consumed by the Passenger.

Tobacco

13.19. MSC Cruises S.A. respects the needs and wishes of each Passenger and has carefully considered the issue of smokers and non-smokers. In accordance with international regulations, smoking is only allowed in the smoking areas on board equipped with special ventilation systems. It is forbidden to throw cigarette butts overboard and to smoke in the cabins.

13.20. In principle, smoking is not allowed in the areas reserved for meals (buffets and restaurants, medical centers, special children's areas, corridors, elevators, areas where guests gather in groups for safety exercises, disembarkation or departure points for excursions, public toilets or bars near areas where meals are served). Smoking is not permitted on cabin balconies.

Repeatedly breaking the rule may result in disembarkation.

Equipment suitable for the stay

13.21. It is strongly recommended that Passengers take with them the appropriate material and equipment according to the nature of the trip, except when such material and equipment are included in the package. The Company shall not be held liable for any moral or physical injury resulting from the negligence of the Passenger.

14. PROCESSING OF PERSONAL DATA

14.1. The Company collects Passenger data in accordance with the General Data Protection Regulation (2016/679) ("GDPR").

The personal data that Passengers provide is necessary for the processing of their reservation and is essential for the management of the services (Article 6.1.b of the Regulation). For these purposes, Passenger data may be transferred to the Company's partners established in third countries. The Company only uses partners that guarantee a level of protection that complies with the principles set out in the GDPR.

With the Passenger's consent, and with the exception of sensitive data collected for the security of Passengers and which are not transmitted to third parties, the data may also be used by the Company to send Passengers promotional or commercial offers (by e-mail or by post).

As the person whose data is collected, Passengers have the right to access, rectify and delete their data, as well as the right to oppose the collection of their data. These rights may be exercised by sending an email to privacyhelpdesk@msccruises.com or a letter to MSC Cruises S.A. (for the attention of the Data Protection Officer) - Avenue Eugène-Pittard 40, 1206 Geneva (Switzerland), mentioning the name, first name and address as well as the subject of the correspondence.

15. RESPONSIBILITY OF PERSONNEL, AGENTS AND SUBCONTRACTORS

15.1. It is expressly agreed that no servant or agent of the Company and/or the Carrier, including the captain and crew of the cruise ship concerned including independent subcontractors and their personnel as well as the insurers of such parties shall, under any circumstances whatsoever, be liable beyond what is provided for in these Special Conditions and the General Conditions of Carriage.

15.2. Shore excursions are conducted by independent contractors even if sold by retailers or on board the cruise ship. The Company shall not be responsible in any way for the services provided by any such independent contractors. The Company operates solely as an agent for the supplier of Shore Excursions. The Company has no direct control over the suppliers of Shore Excursions or their services and therefore in no event shall the Company be liable for any loss, damage or injury suffered by the Passenger as a result of the negligence or otherwise of the suppliers of Shore Excursions. The Company will be reasonably diligent in selecting reliable Shore Excursion providers. Local laws and regulations will be applied in determining the performance and/or liability of Shore Excursion providers. 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 indemnification. The Company's liability shall never exceed that of the Shore Excursion provider.

16. GOVERNING LAW, DISPUTES AND JURISDICTION OF COURTS

16.1 This Agreement is governed by French law.

16.2 In the event of a dispute relating to the interpretation or performance of the Contract, it shall be brought before the competent French courts under French law.

17. ERRORS, OMISSIONS AND CHANGES

17.1. While every effort has been made to ensure the accuracy of the contents of the Company Brochure and the Official Website, certain changes and revisions may need to be made after the Company Brochure is printed or the Official Website is posted.

17.2. As the Special Terms and Conditions of Sale are those in effect at the time of the Reservation regardless of the contents of the corresponding Company brochure, it is recommended to check with the retailer or by visiting the Company's official website for the latest update of the said Terms and Conditions.

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