

CONTRACT OF CARRIAGE OF PASSENGERS



IMPORTANT INFORMATION INCLUDING NOTICE REQUIRED IN TERMS OF CONSUMER PROTECTION ACT 68 OF 2008 AND ITS REGULATIONS ("CPA")

As a customer, please ensure that you read all provisions of this Contract of Carriage carefully as you will be bound by them, along with all terms and conditions referenced in this Contract of Carriage – please see clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19, 23, 26, 28, 29 and 32 below.

Certain provisions may be governed by the CPA, and attention is particularly drawn to any waivers, limitations or exclusions of risk or liabilities of MSC, the Carrier or another person, assumption of risk or liability by the consumer, indemnifications, acknowledgements of facts by the consumer and adverse terms, if any, as contained.

Your attention is specifically drawn to the following provisions contained herein: 3, 4.4, 5.6, 6, 8, 10, 11, 12, 14, 15.9 - 15.17, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

Please take note that this Contract of Carriage and other documentation issued by MSC from time to time that may refer to or incorporate the law of the country of the Carrier, the law of the place where the contract is concluded, another chosen law and/or International Conventions, as well as limit or exclude the liability of MSC and/or the Carrier and limit your legal rights.

In the event that a consumer does not understand any of the terms of any document, they are entitled to receive an explanation of such terms upon written request to MSC.

A customer of MSC who is not a consumer for purposes of the CPA will not be entitled to the benefits that are marked as being CPA applicable or to those benefits applicable in law.

Nothing contained in this Contract of Carriage is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations in terms of the CPA.

1. INTRODUCTION

- 1.1 These Conditions of Carriage, along with the Standard Booking Terms and Conditions ("STCs"), set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier, MSC Cruises S.A., and are binding on the parties. Where the Passenger has entered into a Passage Contract with an Organiser, these conditions are incorporated into the Passenger's contract with the Organiser, and will apply to any carriage of Passengers by MSC and/or the Carrier. These Terms and Conditions of Carriage will also apply where the Vessel is being used as a floating hotel whether or not there is a Passage Contract and whether or not there is any carriage.
- 1.2 You must carefully read these conditions of carriage which set out your rights, responsibilities and limitations to make claims against MSC and/or the Carrier, their servants and/or agents. MSC's and/or the Carrier's liability is limited as set out in Clauses 24 and 25.
- 1.3 Should there be any conflict within the Passage Contract, the STCs and Contract of Carriage will take precedence. In the event of conflict between the STCs and the Contract of Carriage, MSC and/or the Carrier shall be entitled to invoke the limitation, interpretation, clause and/or otherwise which is most favourable to MSC and/or the Carrier.

2. CONSTRUCTION AND DEFINITIONS

- 2.1 Certain words or phrases have been defined throughout this Contract of Carriage and are bolded or capitalised for ease of reference.
- 2.2 Any words or phrases contained herein shall bear similar meanings to those definitions contained in the STCs.
- 2.3 The headings of the clauses in this Contract of Carriage are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this Contract of Carriage nor any clause hereof.
- 2.4 Notwithstanding this, in this Contract of Carriage and if applicable in the STCs, the following words or phrases shall bear the following meanings ascribed to them –
 - 2.4.1 **"Carrier"** means the entity who has undertaken the obligation to carry the Passenger from one place to the other as indicated in the Cruise Ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as **"Carrier"**. In the context of this Contract of Carriage, **"Carrier"** will include the owner and/or charterer whether boat/demise charter, time charter, sub-charterer or operator of the Vessel, to the extent that each of them acts as Carrier or performing Carrier. The term, **"Carrier"** includes the Carriers, the Vessel / Cruise Ship, and/or any tenders or other means of transport provided by the Carrier to the Passenger. All benefits, rights and privileges of MSC provided herein or in the Passage Contract shall apply also to the Carrier, and to all subsidiaries, parent companies, sales agents and affiliates of MSC and/or the Carrier, to all concessionaires or independent contractors working or operating onboard, and to the Vessel, its officers, staff and crew.
 - 2.4.2 **"Disabled Passenger"** or **"Passenger with Reduced Mobility"** (also **"PRM"**) means any Passenger whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to their particular needs for the services made available to all Passengers.
 - 2.4.3 **"Luggage"** means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any Passenger, including cabin luggage, hand

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CONTRACT OF CARRIAGE OF PASSENGERS

luggage and articles worn by or carried on the persons of the Passenger or deposited with the purser for safe custody.

- 2.4.4 “**Master**” is the Captain or person in charge of the carrying Vessel at any given point and commanding of the Vessel.
- 2.4.5 “**Minor**” means any child under the age of 18 (eighteen) or any higher legal age according to the applicable law. In terms of the South African classification, this refers to Passengers under the age of 18 (eighteen), and in terms of the United States of America classification, refers to Passengers under 21 (twenty-one) years of age; however, this classification may differ from port to port and it is the responsibility of the Minor’s parents or legal guardians, or a chaperone or other designated individual travelling with the Minor to determine the specific requirements per port.
- 2.4.6 “**Organiser**” is the party with which the Passenger has entered into a contract for the Cruise and/or a package travel as defined under the EU Directive 2015/2302 of the European Parliament on package travel and linked travel arrangements, which includes the Cruise onboard the Vessel or other equivalent. “Organiser” may refer to a theme cruise organiser, group organiser, or charterer, as referenced within the Passage Contract, in certain contexts, in the event that such parties fall under the ambit of EU Directive 2015/2302 of the European Parliament on package travel and linked travel arrangements and the definition of “Organiser” therein.
- 2.4.7 “**Passage Contract**” means the contract which the Passenger enters into with MSC, and further includes the terms and conditions and information contained in the STCs, the Contract of Carriage, the Booking Confirmation, the Cruise Ticket, the Guest Conduct Policy, the Accessibility and Medical Requests Form, MSC’s Official Website, and any other rules, policies, instructions or mandates issued by MSC and/or the Carrier from time to time, and where applicable, means the contract of carriage, which the Passenger has entered into with the Organiser, the terms of which are evidenced by the Booking Conditions, which incorporate these terms.
- 2.4.8 “**Passenger**” includes the purchaser of the Passage Contract and any person or persons named on the relevant passage ticket including Minors.
- 2.4.9 “**Unavoidable and/or Extraordinary Circumstances**” means events or factors beyond MSC’s or the Carrier’s control, not reasonably foreseeable, not reasonably preventable by MSC or the Carrier and/or or which are unusual, including but not limited to, weather and sea conditions; mechanical problems; the duty to assist ships in distress; instructions of port authorities; the availability of port facilities; acts of God, including, without limitation, flood, earthquake, storm, hurricane or other natural disasters; invasion; act of foreign enemies; hostilities (regardless of whether war is declared); war; riot; civil commotion; civil disturbances; civil war; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; malicious damage to property; strikes or any industrial action/disputes; natural and nuclear disasters; epidemics; pandemics; health risks; nationalisation; government sanction; blockage; embargo; labour dispute; strike; lockout or interruption or failure of supply (including, electricity and communications) or any unforeseen technical problems (including with transport, such as changes to rescheduling or cancellation or alteration of flights, closed or congested airports or ports); government action; compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures; accident; fire; piracy; collusion; grounding; and/or failure of subcontractors to perform.
- 2.4.10 “**Vessel**” or “**Cruise Ship**” means the Vessel named in the relevant Passage Contract or any substituted Vessel owned or chartered or operated or controlled by the Carrier.

3. NON-TRANSFERABILITY AND AMENDMENT

- 3.1 MSC, as the named contractual Carrier, agrees to transport the person named (“the Passenger”) in the Cruise Ticket on the specific voyage (“the Voyage”) on named or substitute Vessels.
- 3.2 The Passenger agrees to be bound by all the terms, conditions, and limitations of the Passage Contract. The Passage Contract, as defined within the STCs, is the contract that the Passenger enters into with MSC, and further includes the terms and conditions and information contained in the STCs, this Contract of Carriage, the Booking Confirmation, the Cruise Ticket, the Guest Conduct Policy, MSC’s Official Website, and any other rules, policies, instructions or mandates issued by MSC and/or the Carrier from time to time. All prior written and/or oral agreement is superseded with the Passage Contract.
- 3.3 This Contract of Carriage cannot be amended without written and signed consent from MSC or its authorised representative.
- 3.4 MSC may, in its sole discretion, amend the Passage Contract and other terms and conditions from time to time, at which time, the new terms and conditions will immediately come into effect in respect of the relationship between MSC and its Passengers. Please refer to MSC’s Official Website www.msccruises.co.za for the most up-to-date terms and conditions, or these can be made available upon request to MSC.
- 3.5 Unless otherwise required in law, it is each Passenger’s responsibility (or any person acting on behalf of the Passenger, in any capacity) to periodically check for updates or changes to such terms and conditions.
- 3.6 The Passage Contract issued by MSC (or the Organiser) is valid only for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated therein or any substitute Vessel, and is not transferable.

4. PASSPORTS, VISAS, OTHER TRAVEL DOCUMENTS

**Terms and conditions relating to Passports, Visas, and Other Travel Documents can be located in the STCs as available on MSC’s Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 4.1 Each Passenger, including minors, must have a fully valid and appropriate passport and if necessary, a valid and appropriate visa or permit, and all other governmental travel requirements, laws or regulations and all other required entry/exit and travel documents, including any health certificates, proof of any requisite inoculations, health cards or ancillary health documentation (collectively “Travel Documents”), for each port of call, which documents must be valid from the commencement of the Holiday Package and for the duration of the Holiday Package.
- 4.2 MSC and/or the Carrier are not responsible for ensuring that each Passenger has the necessary and valid Travel Documents. It is the Passenger’s sole

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CONTRACT OF CARRIAGE OF PASSENGERS

responsibility (and in the case of a minor, it is the responsibility of the minor's parent, legal guardian, or authorised chaperone/other designated individual, as the case may be) to:

- 4.2.1 Verify with the Department of Home Affairs for the most up-to-date information regarding the validity of passports (including the required number of blank pages in the passport and validity period) and the requirements for travel outside of Southern Africa (including immigration, customs, health, immunisations, and inoculations), and to comply therewith;
- 4.2.2 Verify the visa or permit requirements with the consulate or embassy of each country the Vessel is scheduled to stop, including stop overs and ports, and to comply therewith; and
- 4.2.3 Verify if any other documentation is required, including relating to immigration, customs, foreign exchange regulations, excise and health, and to check if there are any other legal requirements applicable to their travel and ports of call, and to comply therewith.
- 4.3 Each Passenger must present the original and necessary Travel Documents, Passage Contract, and Cruise Ticket for inspection for the entire itinerary, as required, on entering and exiting any port, or upon request, at any time, by any authority, MSC and/or the Carrier.
- 4.4 The Passenger will be liable to MSC and/or the Carrier for any fines, penalties, or other charges imposed on MSC, the Carrier and/or the Vessel by any port, government, or legal authority if the necessary, valid, and appropriate Travel Documents are not available or for the failure to comply with any other applicable requirements or observe governmental travel requirements, laws or regulations (including relating to immigration, customs, or excise). The Passenger authorises MSC and/or the Carrier to charge such amounts to the Passenger's onboard account and/or credit card.
- 4.5 MSC and/or the Carrier reserves the right to check and record details of the Travel Documents. MSC and/or the Carrier make no representation and give no warranties as to the correctness of any documentation that is checked or recorded.
- 4.6 In the case of a Minor, it is the responsibility of the Minor's parent, legal guardian, or authorised chaperone / other designated individual, as the case may be, to comply with this clause and the further terms relating to passports, visas and other travel documents in the Passage Contract.

5. MINORS

**Further terms and conditions relating to Minors can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 5.1 All provisions of clause 6 and the requirement of fitness to travel apply to all Passengers, including Minors.
- 5.2 MSC/the Carrier does not accept unaccompanied Minors. Minors must travel accompanied by their parents or legal guardians, or a chaperone or other designated individual ("Responsible Adult(s)"), subject to the requirements set out in this Contract of Carriage and elsewhere in the Passage Contract.
- 5.3 The Responsible Adult shall be fully responsible for that Minor's conduct and behaviour.
- 5.4 Minors may not order or consume alcoholic beverages or participate in gambling. When the itinerary includes a port located in the United States of America, the same conditions will apply for any Passengers under the age of 21.
- 5.5 Minors on board must be supervised by the Responsible Adult(s) at all times and are welcome at the activities onboard or at Shore Excursions, provided that a Responsible Adult is present. Children cannot remain onboard if the Responsible Adult(s) go ashore, unless expressly authorised by the onboard staff.
- 5.6 The Responsible Adult(s) shall be liable to MSC for any delay, loss, or damage suffered by MSC, including damage to the Cruise Ship and/or damage to and/or loss of any furnishings, equipment, and/or other property belonging to the Cruise Ship, MSC, or another person, which loss or damage is caused by the Minor.
- 5.7 Minors are subject to all of the terms contained in the Conditions of Carriage.

6. FITNESS TO TRAVEL

**Further terms and conditions relating to the Fitness to Travel, pregnant passengers and Disabled Passengers and/or Passengers with Reduced Mobility, Impairments or other conditions can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and within the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical>, and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract. Please also refer to clause 17 below.*

- 6.1 The safety of all Passengers is of paramount importance to MSC. The Passenger warrants that they are fit to travel by sea (and if applicable by air) taking into account the entire journey applicable to the Holiday Package (including, embarkation and disembarkation) and their conduct, condition, impairment or other consideration will not impair the safety or convenience of the Passenger, Vessel or aircraft and other persons on board, and that they can be carried safely and in accordance with applicable safety requirements, including those established by international EU, national or other applicable law or in order to meet safety requirements established by competent authorities, including flag state.
- 6.2 Any Passenger with a condition, impairment or other consideration, or any Passenger requiring specific accommodation, which may affect their fitness to travel, taking into account (amongst other things) the specific itinerary, must inform the Company at the time of Booking and submit a doctor's certificate prior to Booking. Please also see the Accessibility and Medical Requests Form. In any case, MSC and/or the Carrier, at their own discretion, have the right to request that the Passenger produce medical certificates or other medical evidence supporting the fitness to travel.
- 6.3 If it appears to the Carrier, the Master, or the Vessel's doctor that a Passenger cannot be suitably accommodated or that the Passenger is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to disembark at any port or likely to render the Carrier liable for maintenance, support or repatriation, then the Master, MSC and/or the Carrier shall have the right to take any of the following courses without any liability to the Passenger, including for any refund, loss, damage, cost, expenses or otherwise (i) to refuse to embark the Passenger at any port or at all, (ii) to disembark the Passenger at any port, (iii) to transfer the Passenger to another berth or cabin, (iv) If the Vessel's doctor considers it advisable, to place or confine them in the Vessel's medical

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CONTRACT OF CARRIAGE OF PASSENGERS

facilities/hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense, (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port, provided that the Vessel's doctor and/or Master considers that any such steps are necessary.

- 6.4 Unless provided otherwise under any applicable law, where a Passenger cannot be accommodated or a Passenger is assessed as unfit to travel and refused embarkation then neither MSC nor the Carrier has any liability to the Passenger including for any refunds, loss, damages, costs, expenses and/or otherwise occasioned thereby. The Passenger will also not be entitled to any compensation from MSC or the Carrier. Any non-participation as a result of this will be regarded as a cancellation by the Passenger in terms of the STCs. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.
- 6.5 MSC/the Carrier reserve the right to refuse passage to anyone who has failed to notify them of their specific needs including with regards to accommodation, seating or services required from MSC, the Carrier, terminal operator or otherwise, or their need to bring a recognised assistance/service dog on board the Vessel, or of any other known condition, impairment or other consideration having a potential bearing on their fitness to travel, or who in the Carrier's or Master's opinion is unfit or unable to travel, or anyone whose condition, impairment or other consideration may constitute a danger to themselves or others on board.
- 6.6 Passengers who need assistance and/or have special requests, or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, or the like, must notify the Organiser/MSCC at the time of Booking through the Accessibility and Medical Requests Form (see clause 4.8 of the STCs). This is to ensure that the Passenger can be carried safely and in accordance with all applicable requirements (including those pertaining to safety). In order to ensure that the Carrier/MSCC can provide the necessary assistance and there are no issues relating to the design of the Vessel or port infrastructure and equipment – including port terminals – which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner. The Carrier/MSCC is not obliged to provide any assistance or meet special requests unless the Carrier/MSCC has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable requirements then the Carrier/MSCC can refuse to accept or embark the Passenger.
- 6.7 Any Passenger who embarks, or allows any other Passenger for whom they are responsible to embark, when they or such other Passenger are suffering from any sickness, disease, injury or infirmity (bodily or mental) or to their knowledge either (or both) of them have been exposed to any infection or contagious disease, or for any other reason either (or both) of them is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at their port of destination, shall be responsible for any loss or expense incurred by MSC, the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.
- 6.8 The Vessel has a limited number of cabins equipped for Disabled Person(s) or Persons with Reduced Mobility. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons or Persons with Reduced Mobility.
- 6.9 A Passenger who is pregnant is strongly advised to seek medical advice at any stage of their pregnancy before travelling, and is obliged to inform MSC at the time of Booking (or as soon as reasonably possible thereafter) of their pregnancy by submitting the Accessibility and Medical Request Form, and where they are permitted to travel, they must also inform the onboard doctor of their pregnancy upon embarking the Vessel.
- 6.10 Any Passenger who will be pregnant and travelling at any stage of pregnancy prior to the 23 weeks and 6 days' limit must provide MSC with a medical certificate from an obstetrician / gynaecologist medical practitioner, confirming: expected date of delivery as confirmed by an ultrasound; low risk of pregnancy and fitness to travel on board the Vessel with no immediate access to specialist obstetric or neonatal care, taking into account the specific itinerary. This can be done by submitting the Accessibility and Medical Request Form. Failure to provide MSC with the aforementioned documentation will be regarded as a cancellation by the Passenger in terms of the STCs. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.
- 6.11 MSC/the Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if MSC, the Carrier, and/or the Master are not satisfied that the Passenger will be safe during the passage.
- 6.12 Failure to inform the Carrier/MSCC and the Vessel's doctor of pregnancy will release the Carrier/MSCC from any liability to the pregnant Passenger.
- 6.13 The Vessel's doctor is not qualified to deliver babies on board or to offer pre- or postnatal treatment, and no responsibility is accepted by MSC/the Carrier in respect of the ability to provide such services or equipment. Pregnant Passengers are referred to the section herein headed "Medical Assistance/Treatment" at clause 18 for information regarding the medical facilities on board.
- 6.14 The Passenger is solely responsible for ensuring that they have received all of the necessary inoculations required for travel prior to the Cruise, and in the manner and timeframe generally accepted as appropriate by a medical practitioner and/or any governmental, regulatory and/or guiding authority within the medical field.
- 6.15 The medical practitioner on duty on board the Vessel shall be allowed to administer first aid and any drug/medicine and/or therapy or other medical treatment and/or to admit and/or confine the Passenger to the Vessel's medical facility or other similar facility, if such measure is considered necessary by the medical practitioner and is supported by the Master's authority. If the Passenger refuses to cooperate with the medical practitioner and/or Master, MSC and/or the Carrier may require the Passenger to disembark the Vessel at the next port at which the Vessel stops. In such instances, neither MSC nor the Carrier has any liability to the Passenger any refunds, loss, damages, costs or expenses and/or otherwise. Any non-participation as a result of this will be regarded as a cancellation by the Passenger in terms of the STCs. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.

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CONTRACT OF CARRIAGE OF PASSENGERS

- 6.16 Without any liability, MSC, the Carrier and/or the Master expressly reserve the right to refuse embarkation to any Passenger who fails to submit the aforementioned documentation or who, in MSC, the Carrier, the Master and/or the onboard doctor's sole discretion appears to be above the 23 weeks and 6 days' limit for travel, or will not be safe or will be at risk during the Cruise Voyage. Any non-participation as a result of this will be regarded as a cancellation by the Passenger in accordance with the terms of the STCs. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.

- 6.17 Please further see clause 17 on Medical or Mobility Equipment/Devices, Disabled Passengers, Passengers With Reduced Mobility, Impairments Or Other Conditions.

7. OCCUPATION OF BERTHS AND CABINS

**Terms and conditions relating to the Occupation of Berths and Cabins can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 7.1. A single Passenger does not have the right to exclusive occupancy of a cabin with two (2) or more berths unless they have paid the supplement applicable for exclusive occupation.
- 7.2. MSC, the Carrier and/or the Master may, if it becomes advisable or necessary, at any time transfer a Passenger from one berth to another.
- 7.3. MSC, the Carrier and/or the Master reserve the right to assign a different cabin to the Passenger at any time and may adjust the Cruise Fare accordingly. MSC endeavours to provide another cabin with similar characteristics, but this cannot always be guaranteed. If there is a change in accommodation to a lower-priced cabin, the affected Passengers will be offered a refund of the price difference according to the current rates or onboard benefits such as credit, upgrades, or drink packages.

8. PREMATURE TERMINATION OF THE CRUISE

**Terms and conditions relating to Cancellations of Cruises by MSC can be located in the STCs as available MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 8.1 At any time before or after commencement of the Voyage and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, MSC/the Carrier may – by notice in writing to the Passenger, by advertising in the press or by any other suitable means – terminate the cruise, if the performance or further performance is hindered or prevented by Unavoidable and/or Extraordinary Circumstances of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel or persons on board.
- 8.2 If the Voyage is so terminated then MSC/the Carrier will not have any liability to the Passenger whose sole remedy will be against the Organiser pursuant to EU Directive 2015/2302 of the European Parliament on package travel and linked travel arrangements or equivalent legislation and/or the Passage Contract, unless provided otherwise under any applicable law. Under no circumstances, shall MSC and/or the Carrier be liable to Passenger for consequential damages resulting from cancellation or premature termination of a Voyage.

9. BOOKING CHANGES AND CANCELLATIONS BY MSC OR THE PASSENGER

**Terms and conditions relating to booking changes and cancellations by MSC or the Passenger can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

10. ITINERARY / RIGHT TO CHANGE

**Terms and conditions relating to the itinerary and the right to change, as well as Unavoidable and/or Extraordinary Circumstances, can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 10.1 Save as otherwise set out in the STCs or elsewhere in the Passage Contract, MSC and/or the Carrier shall not be liable for any refund, loss, damage, cost, expense, injury, death, damage, delay, or inability to perform and/or for any change to any Cruise / Holiday Package or any other loss of whatsoever nature directly or indirectly arising from any Unavoidable and/or Extraordinary Circumstance and/or any other factors which may be beyond the Carrier, MSC or the Master's control.
- 10.2 The operation of the Vessel is also affected by weather and sea conditions, mechanical problems, duty to assist ships in distress, instructions of the port and other authorities, the availability of port facilities, and other factors which may be beyond the Carrier, MSC, or the Master's control, including any Unavoidable and/or Extraordinary Circumstances.
- 10.3 There is no guarantee that the Vessel will be able to depart the port of embarkation, or at all; and/or call or stop at the ports at which it is scheduled to call or stop; and/or that the Passenger will be able to go ashore or on a planned Shore Excursion; and/or that the Vessel will travel along the advertised, ordinary or intended travel route and/or that any theme services, where applicable, will remain the same (including but not limited to, changes to a theme cruise or its itinerary, specific amenities, additional entertainment, special events, ancillary items and/or supplementary services, the addition of a theme to a cruise and/or the cancellation of theme services onboard a cruise).

- 10.4 Before the Voyage begins, MSC, the Carrier and/or the Master have the right to cancel the Voyage for any reason even without prior notice if they consider

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CONTRACT OF CARRIAGE OF PASSENGERS

that it is necessary to do so for the safety of the Vessel or persons onboard.

- 10.5 If, for any reason, the Cruise Ship is unable to sail the advertised, ordinary, or scheduled travel route, MSC and/or the Carrier may transfer the Passenger to another Vessel or to any other mode of transport bound for the destination of the Cruise.
- 10.6 If a scheduled port of embarkation or disembarkation is substituted, MSC/the Carrier shall determine and arrange transportation to or from the substituted port at no extra expense for the Passenger.
- 10.7 The Carrier or the Master shall have the liberty to comply with any order or directions as to departure/arrival routes, ports of call, stoppages, trans-shipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurance association working under any government scheme in which the Vessel may be entered. Nothing done or not done under such orders or directions shall be deemed a deviation in law.
- 10.8 The date and/or time at which the Vessel is scheduled to depart, sail, stop, or otherwise is not guaranteed. All dates and times specified in any timetables or otherwise, which may be issued by the Organiser and/or the Carrier, are approximate only and may be altered at any time and to such extent as is considered necessary, including in the interest of the Voyage as a whole.
- 10.9 Before the Voyage begins, the Carrier has the right to cancel the Voyage for any reason even without prior notice if it considers that it is necessary to do so for the safety of the Vessel and/or the Passengers onboard.
- 10.10 Please further see clause 17 on Medical or Mobility Equipment/Devices, Disabled Passengers, Passengers With Reduced Mobility, Impairments Or Other Conditions.

11. UNAVOIDABLE AND/OR EXTRAORDINARY CIRCUMSTANCES

MSC and/or the Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Unavoidable and/or Extraordinary Circumstances.

12. MAINTENANCE DURING DELAY OR OVERSTAYING

Passengers who remain onboard after the arrival of the Vessel at its final port of destination and after Passengers have been requested to disembark at the disembarkation time given by the Vessel will be required by MSC/the Carrier to pay for their maintenance at the prevailing rates at the time for every night that they remain onboard.

13. EXTRA CHARGES

- 13.1 The Passenger shall pay in full all charges for goods and services incurred, or incurred by MSC and/or the Carrier on their behalf, before the end of the Voyage in any currency in general use onboard at the time of payment.
- 13.2 Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, Shore Excursions or any fees, charges or taxes imposed by any government agency shall be extra charges unless otherwise stated as included at the time of the Cruise.

14. BOARDING A CRUISE AND SECURITY

**Terms and conditions relating to Boarding a Cruise and Security, as well as the Passenger's Responsibility, can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 14.1 The Passenger must be present at the port from which their Cruise is scheduled to depart for boarding, according to the instructions provided, at least 3 (three) hours (or as otherwise directed by MSC from time to time) before the scheduled time of departure, to complete any pre-boarding procedures and security inspections.
- 14.2 MSC, the Carrier, the Master, and/or their officers/agents have the right to confiscate any articles carried or contained in any Luggage which MSC, the Carrier, the Master and/or their officers/agents, in their sole discretion, believe could endanger the security of the Vessel, persons on board or otherwise, pose any risk and/or inconvenience to the security of the Vessel, persons on board and/or otherwise. The Passenger may not, without MSC's prior written consent, take any articles on board the Vessel which MSC and/or the Carrier, in their sole discretion, believe could endanger the security of the Vessel, persons on board or otherwise, including but not limited to, weapons, firearms, ammunition, explosives and/or flammable, toxic or dangerous substances, and/or any illegal or dangerous goods and any article that can be used as a weapon. MSC, the Carrier, the Master, and/or their officers/agents may report any conduct infringing this clause to the relevant authorities.
- 14.3 The Passenger may not take on board any beverages or foodstuffs. If possible, any such items (including foodstuffs and beverages which the Passenger purchased at any port at which the Vessel stops) may be retained by MSC and returned to the Passenger at the end of the Cruise, unless any such foodstuffs/beverages are perishable, in which event they will be destroyed/discarded, without compensation.
- 14.4 The Passenger is prohibited from bringing onboard the Vessel any illegal drugs or other prohibited/controlled substances (a drug or other substance that is tightly controlled by any government because it may be abused or cause addiction), including but not limited to medical marijuana.
- 14.5 The Passenger hereby accepts and agrees that MSC, the Carrier, the Master, and/or their officers/agents are:
- 14.5.1 entitled and have the authority to inspect any person, Luggage, or accompany property for safety, security, or other lawful reasons, and the Passenger hereby expressly agrees to allow and cooperate with any such search; and
- 14.5.2 entitled and have the right to search any cabin, berth, or other part of the Vessel for security reasons at any time.

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CONTRACT OF CARRIAGE OF PASSENGERS

14.6 MSC and/or the Carrier are entitled to deny boarding or prevent boarding or re-boarding the Vessel, or may disembark a Passenger for failure to comply with this clause.

15. PASSENGER'S LUGGAGE AND PERSONAL PROPERTY

**Terms and conditions on Disabled Passengers, Passengers With Reduced Mobility, Impairments or other Conditions, can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> as well as in the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical>, and both can be made available upon request.*

- 15.1 Each Passenger is permitted only 1 (one) bag as checked Luggage on cruises of 4 (four) nights and less. 1 (One) bag per person will be accepted free of charge; any additional Luggage will be transported subject to space availability and at a cost of US\$ 25 (twenty five US dollars) per item (converted into USD at the actual exchange rate), or as otherwise stipulated by MSC from time to time, which will be added to the Passenger's onboard account.
- 15.2 On longer cruises, Passengers are encouraged to limit their checked Luggage to 2 (two) items per person. We recommend that Passengers take smaller bags so as not to clutter the cabin area, where space is limited.
- 15.3 Carry-on Luggage: Passengers on cruises of 4 (four) nights and less are permitted 1 (one) small carry-on bag each. Carry-on Luggage may not exceed 126cm in combined length, width, and height, including any handles and wheels (Length of 56 cm, width of 45 cm, depth of 25 cm).
- 15.4 Passengers are encouraged to limit their checked Luggage to 2 (two) suitcases and 2 (two) pieces of hand Luggage per person, during the positioning and re-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.
- 15.5 All Luggage must be kept in the Passenger's cabin, and the Passenger must ensure that all exits are kept free of any obstacles.
- 15.6 The Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.
- 15.7 Prams and wheelchairs are always permitted, over and above the permitted baggage allowance.
- 15.8 Passengers with their own wheelchairs must verify that suitable accommodations are available at the time of Booking through the Accessibility and Medical Request Form on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical>, and a written addendum is signed by the Passenger and the Company must be added to the Cruise Ticket and Passage Contract. If medical mobility or other equipment is needed, this must be notified at the time of booking or within a reasonable time prior to the Cruise through the Accessibility and Medical Request Form to allow MSC/the Carrier to determine if the equipment can be carried.
- 15.9 No animals or birds are permitted on board, except for recognised assistance/service dogs licensed to Disabled Person or PRM, according to clause 16. The Passenger shall have full responsibility for such assistance/service dogs.
- 15.10 MSC/the Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.
- 15.11 All Luggage must be securely and properly packed and distinctly labeled with the Passenger's name and contact details. MSC shall not be liable for any loss, damage, or delay in the delivery of any of the Passenger's Luggage if it is not securely and/or properly packed and/or labeled.
- 15.12 MSC and/or the Carrier is not liable for any refund, loss, damage, cost, expense, or other claims related to the Passenger's Luggage, its contents, or any other personal effects of the Passenger while on board the Cruise, in custody, or under the control of stevedores, a port, or any other independent third-party service provider.
- 15.13 Unless instructed otherwise by the staff on board a Cruise Ship ("Cruise Staff"), the Passenger must not at any time leave their Luggage unattended. If the Passenger does so, the Cruise Staff reserves the right to remove and/or destroy such Luggage, if deemed necessary in its sole discretion.
- 15.14 Unless the schedule provides otherwise, the Passenger must collect their Luggage at the end of the Cruise. If the Passenger fails to do so, the Passenger's Luggage will, if possible, be stored by MSC at the port at which the Passenger's Cruise ended for a maximum period of 30 (thirty) days, after which it will be disposed of. Any proceeds of the disposal of the Passenger's Luggage will be kept by MSC as compensation for storage costs. MSC is not liable for any refund, loss, damage, cost, expense and/or otherwise for Luggage or personal effects that were not collected at the end of the Cruise, irrespective of whether same is stored or not.
- 15.15 The Passenger shall not be liable to pay or receive any general average contribution in respect of Luggage or personal effects or property.
- 15.16 The Carrier has a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any Luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to MSC, the Carrier and/or to their servants, agents or representatives or as otherwise may be necessary
- 15.17 In the event of Luggage or personal effects being lost, stolen or damaged, Passengers are required to immediately notify a representative of MSC and/or the Carrier as soon as reasonably possible. Failure to report the complaint timeously may prevent the complaint from being properly investigated or addressed, and this may affect the Passenger's rights and limit the recourse or compensation available (if any).

16. ANIMALS/PETS

**Further terms and conditions relating to animals and Recognised Assistance/Service Dogs can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> as well as the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 16.1 Animals and/or pets other than recognised assistance/service dogs are not allowed onboard the Vessel under any circumstances without MSC's/the Carrier's permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be

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CONTRACT OF CARRIAGE OF PASSENGERS

made for the animal to be landed at the next port of call at the Passenger's sole expense.

- 16.2 Whilst MSC, the Carrier and/or their servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, MSC/the Carrier or the Master is liable to the Passenger in respect of any refund, loss, damage, cost, expense, injury or death and/or otherwise in respect of the pet or animal whilst in MSC's or the Carrier's possession/custody.
- 16.3 Recognised assistance/service dogs are subject to and must comply with national and other applicable regulations (including EU regulations) regarding health, inoculations, training, and travel.
- 16.4 It is the Passenger's responsibility to have all necessary papers and compliance in order and to check the applicable rules, regulations or otherwise relating to their assistance/service dog prior to the Cruise or Holiday Package, and to be satisfied that the assistance/service dog can be carried to all ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call.
- 16.5 The Passenger shall have full responsibility for their assistance/service dog. It is agreed that MSC and/or the Carrier shall not be responsible for damage, loss, injury, death, or otherwise suffered by or as a result of an assistance/service dog.

17. **MEDICAL OR MOBILITY EQUIPMENT/DEVICES, DISABLED PASSENGERS, PASSENGERS WITH REDUCED MOBILITY, IMPAIRMENTS OR OTHER CONDITIONS**

**Further terms and conditions relating to Medical or Mobility Equipment/Devices, Disabled Passengers, Passengers with Reduced Mobility, Impairments or other conditions can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.*

- 17.1 The safety and comfort of all Passengers is of paramount importance to MSC and the Carrier. In order to achieve this, each Passenger must at the time of the Booking provide as much detail as possible about their disability or reduced mobility, impairment or other condition for MSC and the Carrier to consider their ability to carry the Passenger in a safe or operationally feasible manner, taking into account any specific accommodation(s) required by the Passenger and/or any issues relating to the design of the Vessel and/or port infrastructure and equipment or otherwise, which may make it impossible to carry out the embarkation, disembarkation, carriage or otherwise of the Passenger. Passengers must provide these full details on their disability, reduced mobility, impairment or other condition by completing the Accessibility and Medical Requests Form (for further detail on the information required in terms of this clause, please see the STCs and the Accessibility and Medical Requests Form).
- 17.2 If the Passenger requires personal care or supervision, such personal care or supervision must be timeously organised by the Passenger, at their own expense prior to embarkation. MSC and/or the Carrier are unable to provide and are not liable for respite services, one-to-one personal care, support for daily living needs, nursing care, supervision or any other form of care including for physical or psychiatric or other conditions.
- 17.3 Where MSC and/or the Carrier consider it necessary for the safety and comfort of the Passenger, and in order for the Passenger to fully enjoy the Cruise, MSC and/or the Carrier may require the Passenger to be accompanied by another person or a recognised assistance/service dog who is capable of providing the assistance required by the Passenger. This requirement will be based entirely on MSC's and/or the Carrier's assessment of the needs of the Passenger, and on grounds of safety or operations, and may vary dependent on Vessel and/or itinerary.
- 17.4 Passengers confined to a wheelchair will be required to provide their own collapsible, standard sized wheelchair for the duration of the Holiday Package and may also be requested to be accompanied by another person who is fit and able to assist them. The door width of standard cabins may be limited and may affect the accessibility of larger wheelchairs. Passengers occupying standard cabins must ensure that their wheelchair does not exceed a width of 50cm and weight of 45kgs, with no individual piece weighing more than 20 kgs and not exceeding 50cm when collapsed. Wheelchairs, mobility scooters, and other assistive mobility devices must be stored inside the cabin and cannot be stored in hallways.
- 17.5 Please be advised that MSC and/or the Carrier do not supply medical devices (including but not limited to, wheelchairs, medical equipment or any medical or mobility assistance devices) onboard any Cruise. The Vessel's wheelchairs are available for emergency use only.
- 17.6 The following applies in respect of medical or mobility devices/equipment:
- 17.6.1 In the event that any device/equipment is lost or damaged by the fault or negligence of MSC and/or the Carrier, then it is MSC and/or the Carrier's sole and absolute decision as to whether to repair or replace such device/equipment;
- 17.6.2 Unless MSC and/or the Carrier agree otherwise in writing, Passengers are limited to bringing two (2) items of such mobility or medical equipment on board per cabin, with a total value not exceeding ZAR30,000.00 (thirty thousand Rand);
- 17.6.3 Any device/equipment must be capable of being carried safely and must be declared before the Cruise. MSC and/or the Carrier may decline to carry any device/equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out;
- 17.6.4 It is the responsibility of the Passenger to arrange delivery of all devices/equipment to the port prior to departure and to notify MSC at the time of Booking if they require medical or mobility devices/equipment, in order for MSC and/or the Carrier to ensure that the medical devices can be carried and/or carried safely;
- 17.6.5 Passengers must contact the manufacturer or supplier to ensure that any device/equipment can be safely carried;
- 17.6.6 It is the Passenger's responsibility to ensure that any device/equipment is in good, working order and to ensure that the device/equipment and any supplies attributable thereto are sufficient for the duration of the Cruise, as the Vessel does not carry any replacement, and access to shore side care and equipment may be restricted and costly. The Passenger is responsible for any costs involved in replacing or repairing their personal medical devices/equipment;
- 17.6.7 Passengers must be able to operate all devices/equipment, unless they are accompanied by another person who is capable of operating same.
- 17.7 MSC may request a medical specialist or practitioner's written confirmation/certificate declaring that a Passenger is fit to travel prior to agreeing or allowing

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CONTRACT OF CARRIAGE OF PASSENGERS

a Passenger to embark the Vessel and in certain cases, providing special instructions or requirements.

- 17.8 If, after assessment of the specific requirements of the Passenger, MSC and/or the Carrier conclude that the Passenger cannot be carried safely and in accordance with applicable safety requirements, MSC can refuse to accept a Booking or deny the embarkation of the Passenger.
- 17.9 For the safety and comfort of the Passenger, if the Passenger becomes aware between the date of Booking the Holiday Package and the date of commencement of the Holiday Package of any disability, reduced mobility, impairment or condition, or that they will require special care, assistance or accommodation as detailed above, the Passenger is required to inform MSC immediately so that MSC and the Carrier can make an informed assessment whether or not the Passenger can be carried in a safe or operationally feasible manner.
- 17.10 MSC reserves the right to refuse to carry any Passenger who in the opinion of MSC and/or the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Cruise on the grounds of safety.
- 17.11 Passengers with a disability, reduced mobility, impairment or condition, or Passengers requiring special care, assistance or accommodation acknowledge that reasonable accommodation(s), alterations or restrictions may be applicable. Passengers may not be able to go ashore at ports where Vessels do not berth alongside (A list of these ports is available upon written request). Although reasonable safety and security precautions are taken, MSC and/or the Carrier will not be liable for any action taken pursuant to this clause, to the extent permitted in law.
- 17.12 MSC and/or the Carrier use tender boats or similar crafts for transporting Passengers to and from the Vessel for excursions, when the Vessel anchored offshore rather than alongside as well as for other instances. All transport, convey, travel or otherwise by way of tender or any similar craft may not be suitable for persons with disabilities, reduced mobility, balance problems or certain impairments. Further terms relating to tender boats or similar crafts are available in the STCs. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.
- 17.13 MSC and/or the Carrier reserve the right to refuse to carry any Passenger who has failed to timeously notify MSC and/or the Carrier of their disability, reduced mobility, impairment or condition, who has failed to comply with the safety and other conditions imposed by MSC and/or the Carrier relating to the safety of carriage, and/or who, in the sole opinion of MSC and/or the Carrier, is unfit for travel or may constitute a danger to themselves or any other Passenger. Any cancellation stemming from the operation of these clauses will be dealt with by MSC in accordance with the terms of the STCs relating to booking cancellations by the Passenger, with due consideration to the prevailing circumstances at the time of the cancellation. If the Passenger does not agree with the decision of MSC under foregoing these clauses, then the Passenger must provide a complaint in writing with all supporting evidence to MSC. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.

18. MEDICAL ASSISTANCE/TREATMENT

**Further terms and conditions relating to Medical Assistance/Treatment can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical>, and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 18.1 Passengers are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses (if not already covered by the insurance referred to in the STCs), and to make any additional provision in the event of requiring medical treatment and repatriation costs and expenses, and to cover any exclusions. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be provided upon request.
- 18.2 The onboard medical facilities meet or exceed the standards for cruise ship medical centres adopted by CLIA and include basic diagnostic and treatment abilities intended to provide acute care for illness and accidents that occur on vacation. They are not intended to provide long-term care for patients with chronic illnesses or as a substitute for regular health care. The medical staff on board are not available for daily care, unless a Passenger is hospitalised in the medical centre.
- 18.3 The Passenger hereby acknowledges and accepts, at the time of Booking, that the Vessel's medical centre is not required to be and is not equipped to the same standards and does not have equivalent resources as a land-based hospital. The Passenger further acknowledges and accepts that there are no specialist medical staff or services on board. Neither the MSC, nor the Carrier, nor the staff onboard shall be liable to the Passenger as a result of any inability to treat any medical condition. The Vessel carries medical supplies and equipment as required by its flag state.
- 18.4 The Passenger agrees that whilst there is a qualified doctor onboard the Vessel, it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise, and will be responsible for paying for onboard medical services. Charges for medical services will be rendered to the Passenger's onboard account.
- 18.5 The onboard doctor's professional opinion as to the fitness of the Passenger to board the Vessel or to continue the Cruise is final and binding on the Passenger.
- 18.6 In the event of illness or accident, Passengers may have to be evacuated or landed ashore for medical treatment by MSC, the Carrier, and/or the Master or for admission to a healthcare facility.
- 18.7 Neither the Carrier nor MSC makes any representation or accepts any responsibility regarding the quality or availability of medical facilities or treatments at any port of call or at the place at which the Passenger is landed.
- 18.8 Medical facilities and standards vary from port to port, and MSC/the Carrier makes no representations or warranties regarding such standards.
- 18.9 Further terms and conditions relating to Medical or Mobility Equipment/Devices, Disabled Passengers, Passengers with Reduced Mobility, Impairments or other conditions are located at clause 17 hereof.

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19. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS

**Further terms and conditions relating to Medical Assistance/Treatment can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and the Accessibility and Medical Request Form located on MSC's Official Website at <https://www.msccruises.co.za/manage-booking/health-medical>, and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 19.1 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 for whose actions or omissions MSC and/or the Carrier have no liability whatsoever, including for any negligence. These independent contractors are entitled to charge Passengers for hospitalisation, any medical services and medicines provided. The Cruise Ship's doctor and medical personnel are not under the Master's control for treating Passengers, and MSC/the Carrier shall not be liable in any way for medical services or medicines provided or not provided.
- 19.2 Medical facilities onboard and in the various ports of call may be limited. MSC/the Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by MSC or the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its servants or agents.
- 19.3 Those terms relating to the liability of third-party service providers, as contained within the STCs, will similarly apply, as the context allows, in the case of service providers providing any emergency, logistical, and/or health / medical assistance. The STCs are available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request.
- 19.4 MSC and/or the Carrier shall not be liable for any refund, action, omission, default, damage, loss, injury, death, or otherwise suffered as a result of these independent contractors.

20. OTHER INDEPENDENT CONTRACTORS

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include hairdressers, manicurists, masseuses, photographers, entertainers, fitness instructors, shopkeepers, and others providing services. The limitations referred to in this Condition of Carriage shall apply to all independent contractors.

21. ALCOHOL

- 21.1 Alcoholic drinks, including wines, spirits, beer, and other liqueurs, are available for purchase on board the Vessel at fixed prices, in such currency as may be designated. Subject to the liquor laws and regulations that apply whilst the Vessel is within any port or restricted area, it may not be possible for such beverages to be sold until the Vessel has cleared Customs, or such port or restricted area.
- 21.2 MSC and/or the Carrier and/or their servants and/or agents shall not sell any alcoholic beverage to a Minor during the Cruise. If the Cruise ship stops at a port located in the U.S.A (or another port having similar laws), the same conditions will apply for any passengers under the age of 21 (twenty one) years.
- 21.3 MSC and/or the Carrier and/or their servants and/or agents may refuse to serve a Passenger alcohol or further alcohol if in their reasonable opinion, the Passenger is likely to be a danger, risk, and/or nuisance to themselves and/or to other persons onboard and/or the Vessel.
- 21.4 Passengers are not permitted to bring any alcoholic beverage on board for use or otherwise during the Voyage, whether for consumption in their own cabins or otherwise. MSC and/or the Carrier and/or their servants and/or agents may confiscate alcoholic beverages brought onboard by Passengers without compensation.
- 21.5 Passengers agree that they shall at all times monitor and control their own alcohol consumption so as to avoid any scenario where their judgment or physical coordination may be impacted or reduced. MSC and the Carrier sell and allow Passengers to purchase and consume alcohol on the basis of the representations contained herein.

22. SMOKING POLICY ON BOARD A CRUISE SHIP

- 22.1 MSC Cruises respects the needs and desires of all Passengers, and has considered carefully the subject of those who smoke and those who do not. In compliance with global standards, smoking is freely permitted in designated areas throughout the ship.
- 22.2 In principle, smoking is not permitted in any food service areas, buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Passengers are assembled in groups for safety exercises, embarkation/disembarkation or tour departures, public toilets, or in bars close to areas where food is served.
- 22.3 Smoking is permitted in dedicated areas of at least one bar on each ship, and on one side (indicated by signage) of the principal outer pool deck areas, where ashtrays are provided.
- 22.4 Passengers are not permitted to smoke in the cabin because of the risk of fire. Smoking on cabin balconies is also not allowed.
- 22.5 MSC Cruises reserves the right to levy a fee should Passengers be found smoking in a non-designated area of the Vessel. Repeatedly smoking in non-smoking areas can ultimately lead to disembarkation.
- 22.6 Throwing cigarettes, cigarette butts, vaping/smoking devices, and/or any other tobacco, nicotine, or smoking or vaping paraphernalia over the side of the Cruise ship is prohibited.
- 22.7 MSC's smoking policy applies to all forms of tobacco, nicotine, smoking, and/or vaping devices, without limitation.

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23. CONDUCT OF PASSENGER

**Further terms and conditions relating to the Conduct of the Passenger and the Passenger's Responsibility can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference and form a part of the Passage Contract.*

- 23.1 Passengers must comply with the Guest Conduct Policy, which can be located on MSC's Official Website at <https://www.msccruises.co.za/-/media/zaf/policy/guest-conduct-policy.pdf> and can be made available upon request.
- 23.2 MSC may refuse to allow the Passenger to board the Vessel if, in the opinion and sole discretion of MSC, the Carrier and/or the Master, the Passenger may endanger their own safety and/or security, or the safety and security of others on board the Vessel, or negatively affect the enjoyment of the Cruise for any person.
- 23.3 The safety of the Vessel and all those onboard is of paramount importance. For the Passenger's own safety and the safety of others, the Passenger must pay attention to and comply with all rules, policies, instructions, notices, mandates and/or otherwise of MSC, the Carrier, the Master and/or the Vessel regarding the safety of the Vessel, others on board, the port facilities and the requirements rules, policies, instructions, mandates and/or otherwise of any port or immigration authorities.
- 23.4 Passengers must at all times conduct themselves in a manner that respects the safety and privacy of other persons on board.
- 23.5 Passengers' behaviour must not affect, reduce, and/or otherwise inconvenience the safety, peace, and enjoyment of the Cruise / Holiday Package by other Passengers.
- 23.6 Passengers must comply with any reasonable request made by any member of staff, the master or his/her officers.
- 23.7 All Passengers must take care of their safety whilst walking on the outside decks. Passengers and children should not run around the decks or other parts of the Vessel.
- 23.8 Passengers' luggage must not be left unattended at any time, unless different and reasonable instructions are given by the staff. Unattended luggage may be removed and/or destroyed.
- 23.9 The Passenger shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Passenger strictly liable to MSC/the Carrier for any injury, loss, damage, or expense, and/or to indemnify the MSC/the Carrier against any claim and/or final penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.
- 23.10 In order to ensure safety and security standards, it is strictly forbidden to bring food and beverages on board the Vessels. In compliance with this/her regulation and in order to guarantee the above standards, during embarkation, a careful check and control will be carried out through all passengers' luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, and dietary items prescribed by a physician. Any local or "typical" food item purchased during the Cruise in any port of call will be collected and returned at the end of the Cruise, unless any such foodstuffs/ beverages are perishable, in which event they will be destroyed/discarded, without compensation.
- 23.11 Passengers shall be liable for any damage suffered by MSC and/or the Carrier and/or any supplier of any service that forms part of the Holiday Package as a result of the Passenger's failure to comply with their contractual obligations. In particular, the Passenger shall be liable for all damages, loss or otherwise caused to MSC, the Carrier and/or the Vessel, including but not limited to, the Vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable to the conduct of the Passenger that MSC, the Carrier or supplier may be liable to pay.
- 23.12 MSC reserves the right to reject or cancel a Booking (irrespective of the stage or advancement thereof), without liability, made by or on behalf of a former Passenger who, during a previous Holiday Package, engagement or otherwise with MSC:
- 23.12.1 behaved dangerously for their safety and/or the one of other Passengers, crew members or any other person;
- 23.12.2 damaged and/or endangered MSC's assets or the assets/belongings of any other person;
- 23.12.3 did not resolve outstanding debts with MSC; and/or
- 23.12.4 violated the Guest Conduct Policy, Passage Contract, and/or any reasonable rules, policies, instructions, mandates, and/or otherwise of MSC, the Carrier, the Master, and/or the Vessel.
- 23.13 MSC reserves the right to reject or cancel a Booking (irrespective of the stage or advancement), without liability, made by or on behalf of any Passenger who, as a result of the Passenger screening process, is included in any applicable sex offender registry or list.
- 23.14 Passengers will, in any event, be liable for any injury, loss, or damage occasioned by their breach of any prohibitions in this Contract of Carriage and must indemnify MSC/the Carrier against any claim in respect thereof.

24. MSC'S LIABILITY WHERE THE ATHENS CONVENTION AND/OR EU REGULATION 392/2009 DO NOT APPLY

- 24.1 Where the provisions of The International Convention relating to the Carriage of Passengers and their Luggage by Sea, adopted in Athens on 13 December 1974 ("the Athens Convention"), and/or the provisions of EU Regulation 392/2009, for any reason do not apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply in all respects, to the exclusion of any provisions of the Athens Convention and/or any or the Protocols thereto, unless provided otherwise under any applicable law.
- 24.2 Subject to the other provisions of this clause, MSC and/or the Carrier is not liable for any death, injury, illness, loss, damage, refunds, costs, expenses and/or otherwise caused by the acts and/or omissions of any third party service provider. Further terms and conditions related to the liability of MSC and/or the Carrier in respect of the acts and/or omissions of third party service providers can be located throughout this Contract of Carriage, as well as in the STCs as

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CONTRACT OF CARRIAGE OF PASSENGERS

available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.

- 24.3 Unless provided otherwise under any applicable law, and subject to clause 24.4, any liability (if any) which MSC and/or the Carrier may have to the Passenger or to their dependents, executors or assigns, for death or personal injury is limited to a maximum of R500,000.00 (Five Hundred Thousand Rand) in respect of each incident or event.
- 24.4 Unless provided otherwise under any applicable law, and subject to clause 24.3, MSC and/or the Carrier is only liable for the Passenger's death, injury or illness if caused by a negligent or intentional and unlawful act or omission of MSC, its employees and/or agents. If the Passenger has contributed to such death, injury or illness, MSC's liability shall be reduced accordingly, or as otherwise stipulated by law.
- 24.5 Subject to the remaining terms of the Passage Contract, the liability of MSC and/or the Carrier for loss of or damage to Passenger's Luggage or other property shall not exceed R10,000.00 (Ten Thousand Rand) per Passenger. It is agreed that such liability of MSC and/or the Carrier shall be subject to a deductible of R160.00 (One Hundred and Sixty Rand) per Passenger, such sum to be deducted from the loss or damage to Luggage or other property. MSC shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their Luggage.
- 24.6 It shall be presumed that MSC and/or the Carrier has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods: (i) in the case of apparent damage before or at the time of disembarkation or redelivery (ii) in the case of damage which is not apparent or loss of Luggage within (15) fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.
- 24.7 Save as otherwise set out in the Passage Contract and unless provided otherwise under any applicable law, MSC and/or the Carrier is not liable for any refund, loss, damage, cost, expense, injury, death, illness, delay and/or otherwise which the Passenger may suffer as a consequence of:
- 24.7.1 The Passenger's own conduct or the conduct of other passengers on board the Cruise Ship;
- 24.7.2 The conduct of another third party;
- 24.7.3 The unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service under the Passage Contract; and/or
- 24.7.4 Any unforeseeable and unavoidable event or any Unavoidable and/or Extraordinary Circumstances.
- 24.8 Unless provided otherwise under any applicable law, the Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, mobile phones or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for the declared value protection. Use of the Vessel's safe is not a deposit with the Vessel and/or the Carrier.
- 24.9 Any liability which MSC may have to the Passenger and which is not specified, limited or excluded by the provisions of this clause, is limited to a maximum of twice the cost of the Cruise Fare, which the affected Passenger paid for their Cruise, unless provided otherwise under any applicable law.
- 24.10 The Carrier 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 or attach the Cruise Ship or to arrest or attach any other asset owned, chartered or operated by the Carrier or MSC, unless provided otherwise under any applicable law. If the Cruise Ship is arrested or attached, then MSC and the Carrier shall have the right to any limitation and all defences available to MSC and the Carrier.
- 24.11 In addition to the restrictions and exemptions from the liability provided in this Contract of Carriage, MSC and/or the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from MSC or the Carrier). Nothing in this Contract of Carriage is intended to operate to limit or deprive MSC or the Carrier of any such statutory or otherwise limitation or exoneration or liability. MSC and/or the Carrier and their respective servants and/or agents shall have the full benefit of all such provisions relating to the limitation of liability. In the event of multiple statutes, laws or conventions being applicable, the Carrier shall be entitled to invoke any and all such limitations, unless there is a conflict, in which case MSC or the Carrier shall be entitled to invoke the limitation which provides the most favourable limitation to MSC or the Carrier, as the case may be.
- 24.12 Notwithstanding anything to the contrary elsewhere in the Passage Contract and unless provided otherwise under any applicable law, MSC and/or the Carrier shall not in any circumstances for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of any nature whatsoever.
25. **MSC'S LIABILITY WHERE THE ATHENS CONVENTION AND/OR EU REGULATION 392/2009 DOES APPLY**
- 25.1 Where the provisions of the Athens Convention and/or EU Regulation 392/2009 do apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply. The Athens Convention, as subsequently amended in 1976, and as incorporated with effect 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.
- 25.2 The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly incorporated into this Contract of Carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available on request. Copies of the Athens Convention and EU Regulation 392/2009 can be downloaded from the following links: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf and www.imo.org.
- 25.3 If the carriage provided hereunder is not "international carriage" as defined in Article 2 of EU Regulation 392/2009, or where a Vessel is being used as floating accommodation, then the provisions of the Athens Convention 1974 and the limits therein will apply (subject to the remaining provisions relating to the applicability of the Athens Convention 1974, as contained therein) and are hereby expressly incorporated into this Contract of Carriage *mutatis mutandis*,

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CONTRACT OF CARRIAGE OF PASSENGERS

including for any claims for loss or damage to Luggage and/or death and/or personal injury and/or illness.

- 25.4 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.
- 25.5 The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention or, where applicable, the maximum sum of 400,000 SDR (Four Hundred Thousand SDR) pursuant to EU Regulation 392/2009 and, where there is liability for war and terrorism, 250,000 SDR (Two Hundred and Fifty Thousand SDR).
- 25.6 Liability of the Carrier and/or MSC for loss of or damage to Passenger's Luggage or other property or personal effects shall not exceed 833 SDR (Eight Hundred and Thirty Three SDR) per Passenger under the Athens Convention or 2,250 SDR (Two Thousand, Two Hundred and Fifty SDR) where EU Regulation 392/2009 applies. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR (Thirteen SDR) per Passenger, such sum to be deducted from the loss or damage to Luggage or other property or personal effects.
- 25.7 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
- 25.8 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.
- 25.9 MSC and/or 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 fault or negligence by the Passenger as provided in Article 6 of the Athens Convention.
- 25.10 It is presumed under the Athens Convention 1976 and where applicable the Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods:
- 25.10.1 in the case of apparent damage before or at the time of disembarkation or redelivery;
- 25.10.2 in the case of damage which is not apparent or loss of Luggage within 15 (fifteen) days from the disembarkation or delivery or of the date that such delivery should have taken place.
- 25.11 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the Vessel's safe is not a deposit with the Vessel. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR (One Thousand Two Hundred SDR) under the Athens Convention or 3,375 SDR (Three Thousand Three Hundred and Seventy Five SDR) where EU Regulation 392/2009 applies.
- 25.12 In addition to the restrictions and exemptions from liability as contained in this Contract of Carriage, MSC and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier and/or MSC). Nothing in this Contract of Carriage is intended to operate to limit or deprive MSC and/or the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servants and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability. In the event of multiple statutes, laws or conventions being applicable, MSC and/or the Carrier shall be entitled to invoke any and all such limitations, unless there is a conflict, in which case, MSC and/or the Carrier shall be entitled to invoke the limitation which provides the most favourable limitation to MSC and/or the Carrier.
- 25.13 Without prejudice to the provisions of this clause, if any claim is brought against MSC and/or the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in this Contract of Carriage are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or any other loss or detriment of whatsoever nature to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by MSC and/or the Carrier's own negligence or fault.
- 25.14 If any provision of this Contract of Carriage is rendered null and void by the Athens Conventions or EU Regulation 392/2009, such invalidity shall be limited to that particular clause and not to the Contract of Carriage.
- 25.15 The Carrier 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 to attach any other asset owned, chartered or operated by MSC and/or the Carrier, unless provided otherwise under any applicable law. If the Cruise Ship is arrested or attached, then MSC and/or the Carrier shall have the right to any limitation and all defences available herein.
- 25.16 MSC's liability will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated conventions. Any damages payable by MSC shall be reduced in proportion to any contributory negligence by the Passenger.
- 25.17 Notwithstanding anything to the contrary elsewhere in the Passage Contract, MSC and/or the Carrier shall not in any circumstances for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of any nature whatsoever.

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26. CARRIAGE BY THIRD PARTIES

**Further terms and conditions relating to Carriage by Third Parties and/or the Liability of MSC and/or the Carrier in respect of acts and/or omissions of third parties can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.*

- 26.1 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude liability. They are expressly incorporated into this Contract of Carriage and are deemed to be expressly accepted by the Passenger at the time of Booking. Copies of these terms and conditions are available on request from MSC.
- 26.2 Carriage of Passengers and their Luggage by air is governed by various International conventions ("the International Air Conventions"), including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. To the extent that the Company may be liable as a non-performing air Carrier to Passengers in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a Cruise between the Company and a Passenger) are expressly incorporated into this Contract of Carriage. The International Air Conventions fix limitations of liability of the Carrier for death and personal injury, loss of and damage to Luggage and delay. Any liability of MSC toward the Passenger arising from a carriage by air is subject to the limitation of liability provided by said Conventions. Copies of these conventions are available upon request.
- 26.3 Insofar as MSC may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, the Company shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual Carriers (including his own terms and conditions of carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention, the Montreal Convention and nothing in this Contract of Carriage or Passage Contract shall be deemed as a waiver thereof. If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.
- 26.4 Such carriage may also be subject to various EU directives, regulations of other member states of the European Union, incorporated International Conventions and/or local legislation or regulations and/or as otherwise applicable to such carriage.

27. EMOTIONAL DISTRESS

- 27.1 No compensation is payable by MSC or the Carrier to any Passenger for any emotional distress, mental anguish and/or psychological injury of any kind save where legally recoverable against MSC or the Carrier, as a result of any injury caused by fault or neglect of MSC or the Carrier. MSC and/or the Carrier shall not be liable in any circumstances for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of any nature whatsoever.
- 27.2 MSC and/or the Carrier are, under no circumstances, liable for the payment of compensation whatsoever for any disappointment experienced by a Passenger or a Passenger's frustration or anticipation of a Cruise, excursion, port of call or anything as otherwise advertised, which does not occur or at which the Vessel does not call, for any reason whatsoever and howsoever arising. Further terms relating to MSC's Compensation Policy can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.

28. SHORE EXCURSIONS

**Further terms and conditions relating to Shore Excursions can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.*

29. COMPLAINTS

**Further terms and conditions relating to Complaints can be located in the STCs as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available on request. These terms and conditions are incorporated herein by reference, and form a part of the Passage Contract.*

30. CLAIMS AND NOTICE

- 30.1 Save as required by law, MSC and/or the Carrier shall not be held liable whatsoever in respect of any claim arising from an accident/incident which was not reported by the Passenger to the Master whilst onboard the Vessel.
- 30.2 Unless provided otherwise under any applicable law, notices of claim for death, illness, or personal injury, shall be given in writing with full particulars, to MSC, the Carrier and/or the Vessel (as may be applicable), within 6 (six) months (185 days) after the date of such death, illness or personal injury occurring. Such notices shall be sent by email to: CLAIMS DEPARTMENT, MSC Cruises, at: customercare@msccruises.co.za.
- 30.3 Notices of claim for loss or damage to Luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within 15 (fifteen) days from the date of disembarkation.
- 30.4 Where applicable, complaints under EU Regulation 1177/2010 concerning accessibility, cancellation or delays must be made to MSC and/or the Carrier within two (2) months from the date the service was performed. MSC and/or the Carrier shall respond within 1 (one) month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within 2 (two) months. The Passenger shall provide such further information as may be required by MSC and/or the Carrier to deal with the complaint. If the Passenger is not satisfied with the response then they may complain to the relevant enforcement body in the country of embarkation.

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CONTRACT OF CARRIAGE OF PASSENGERS

31. TIME LIMITS FOR FILING SUIT

31.1 All claims against MSC, the Carrier or the Vessel for death, illness, or personal injury to a Passenger or for loss or damage to Luggage or other property shall be time barred as follows:

31.1.1 Where the Athens Convention is applicable, claims shall be time barred after two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention and/or where applicable EU Regulation 392/2009.

31.1.2 All other actions, including any claim based on an alleged delict/ tort or breach of contract, against MSC, the Carrier and/or the Vessel, shall be time-barred in accordance with the laws of the Republic of South Africa.

32. GENERAL

Kindly refer to the General provisions within the STCs, which shall apply mutatis mutandis to this Contract of Carriage.

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