



1. **IMPORTANT INFORMATION INCLUDING NOTICE REQUIRED IN TERMS OF CONSUMER PROTECTION ACT 68 OF 2008 AND ITS REGULATIONS ("CPA")**
- 1.1. These Booking Terms and Conditions ("STCs") are applicable to all Cruises, Holiday Packages and as otherwise set out herein booked in the Republic of South Africa and/or through the local South African branch. Some provisions may vary by itinerary, promotions and otherwise.
- 1.2. As a customer, please ensure that you read them carefully as you will be bound by them along with all terms and conditions referenced in these STCs – please see clauses 2.3, 2.4, 2.5, 2.6, 6, 14, 15, 16, 26, 28, 29, 32, 33 and 35 below.
- 1.3. 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, acknowledgments of facts by the consumer and adverse terms, if any, as contained. Your attention is specifically drawn to the clauses (or part thereof) either typed in bold print and/or underlined for this purpose, or as specifically listed hereinbelow.
- 1.4. The customer's attention is specifically drawn to the following provisions contained herein: -
1, 2.3 - 2.9, 4.2.4, 4.3.3, 4.5, 4.6, 5, 6, 7, 8, 9, 10, 11, 12.2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23.9, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36.
- 1.5. Please take note that these STCs 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 contract is concluded, another chosen law and/or International Conventions, as well as limit or exclude the liability of the Company and/or Carrier and limit your legal rights.
- 1.6. 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.
- 1.7. 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.
- 1.8. Nothing contained in these STCs is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations terms of the CPA.

2. **INTRODUCTION**

- 2.1. MSC Cruises S.A. incorporated in Geneva, Switzerland External Profit Company with Registration Number 2012/165726/10 ("MSC" or "the Company") of Eugene Pittard, 40, CH-1206 Geneva, Switzerland, having its South African registered address as at Woodmead North Office park, Building 5, 54 Maxwell Drive, Woodmead, Gauteng, operates ocean cruises ("Cruise/s") departing and/or returning to ports within the Republic of South Africa and internationally.
- 2.2. MSC offers tickets ("Cruise Ticket/s") for its Cruises and Holiday Packages for sale and it does so in South Africa through its offices and sales staff in South Africa, Switzerland or elsewhere.
- 2.3. MSC also offers other services which may be purchased in addition to a Cruise Ticket, either as part of or additional to the Holiday Package - these include (a) excursions; (b) flights, hotel accommodation, or transfers, and (c) onboard packages. Excursions, flights, hotels and transfers are provided by third parties, which are solely responsible for providing the service that is booked subject to their own terms and conditions and where applicable, any such additional or specific terms and conditions applicable. Notwithstanding MSC offering and selling Holiday Packages incorporating cruise travel, air and other travel, and accommodation (such as the "Fly and Cruise", "Stay and Cruise" or similar all-inclusive packages), MSC remains the contracting party in terms of these STCs and its terms relating to carriage, namely, the Contract of Carriage ("**Contract of Carriage**"), only in respect of the Cruise carriage leg or portion of the Holiday Package. Therefore, in respect of the other portions or legs of the Holiday Package, other service providers and Carriers undertake such services independently from MSC and as third-party service providers on their own terms and conditions and where applicable, such additional or specific terms and conditions. MSC solely contracts with such service providers as an agent on the Passenger's behalf.
- 2.4. In providing Cruises on ships operated by it, MSC does so as the Carrier on the terms contained within the Contract of Carriage. The Contract of Carriage is accessible at MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and are available upon request. The Contract of Carriage forms part of the Cruise Ticket. The carriage of any Passenger is strictly subject to the Contract of Carriage and the Guest Conduct Policy.
- 2.5. The Passage Contract is the contract which the Passenger enters into with MSC, and further includes the terms and conditions and information contained in these STCs, the 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 ("**Passage Contract**").
- 2.6. Passengers are directed to have consideration of the **Frequently Asked Questions ("FAQs")**, which contain important information regarding the Booking. The FAQs do not create any obligations, duties, liability or provide any warranties or representations on the part of MSC. While MSC endeavours to provide accurate and up to date information in the FAQs, the information contained therein is constantly changing and is not a substitute for the Passage Contract. MSC and/or the Carrier will not accept liability for any refund, loss, damage, cost, expense and/or otherwise if the Passenger relies solely on the information contained in the FAQs. In the event that there is a conflict between the FAQs and the Passage Contract, the Passage Contract shall prevail.
- 2.7. The Passage Contract applies to any Booking with MSC, whether the Booking is made directly with MSC or through another person, including, travel agent, group organiser, theme organiser or charterer (as may be defined in the relevant additional agreements relating thereto).
- 2.8. By Booking with MSC, or by signing or electronically accepting the Passage Contract, the Passenger is deemed to have the required legal capacity and to have read, understood and agreed to be bound by the Passage Contract.
- 2.9. MSC relies on the authority of the person making the Booking to act on behalf of all Passengers forming part of the Booking. Any person acting on behalf of another hereby agrees and accepts that they are authorised to do so and confirms that they have the authority to accept and bind those persons to the Passage Contract.

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2.10. Please take note that the STCs contained specific provisions relating only to World Cruise, International Cruises, or Yacht Club throughout.

3. **DEFINITIONS**

3.1. Certain words or phrases have been defined throughout these STCs and are bolded for ease of reference.

3.2. Any words or phrases contained herein shall bear similar meanings to those definitions contained in the Contract of Carriage.

3.3. Notwithstanding this, in these conditions and if applicable in the Contract of Carriage, the following words or phrases shall bear the following meanings ascribed to them –

3.3.1. **“Booking”** means the steps taken by the Passenger to enter into the Passage Contract with the Company.

3.3.2. **“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”.

3.3.3. **“Combined Tour”** means the combination of two or more Cruises prearranged by the Company and offered for sale as a single Holiday Package. For any relevant purposes, the Combined Tour shall always be considered as a single and indivisible Holiday Package. All terms and references to a Cruise and/or Holiday Package shall include and be equally applicable to a Combined Tour unless otherwise stated. References to price are references to the total price paid for the Combined Tour.

3.3.4. **“Company”** means MSC Cruises S.A. incorporated in Geneva, Switzerland (External Profit Company), with Registration Number: 2012/165723/10 (ordinarily including all its directors, shareholders, officers, employees, associated or affiliated companies, subsidiaries, branches, vessels, officers, independent contractors, affiliates, employees, representatives, successors, agents, ship owners, Master, crew members and assigns) who organises Holiday Packages and sells or offers them for sale directly. The Company is the party with whom the Passenger enters into the Passage Contract, and may be referred to as **“MSC”** interchangeably herein.

3.3.5. **“Conditions of Carriage”** means the terms and conditions under which the Carrier provides transport either by air, road or sea. The Conditions of Carriage may refer to the provisions of the law of the country of the Carrier and/or international conventions, which may limit or exclude liability of the Carrier. Copies of the Conditions of Carriage of any Carrier are available to Passengers upon request. MSC’s Contract of Carriage is available at MSC’s Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.

3.3.6. **“Contract”** means the contract concluded between MSC and the Passenger relating to the relevant Holiday Package which is evidenced by the issue of the confirmation invoice or Booking confirmation (following receipt of the applicable deposit or in certain circumstances, full price of the Holiday Package) and verification of the details applicable to the Booking) by the Company.

3.3.7. **“Cruise”** means the transport by sea and stay onboard an MSC vessel (as described in the relevant Company’s brochure, MSC’s Official Website or other documentation produced for or on behalf of the Company), which – if not purchased with pre- or post-Cruise services – can be considered by itself as a Holiday Package.

3.3.8. **“Day”** means any calendar day and shall include the plural, where appropriate, and **“Business Day”** refers to any Monday to Friday, excluding a South African public holiday, and shall include the plural, where appropriate.

3.3.9. **“Disabled Passenger”** or **“Passenger with Reduced Mobility”** 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 ordinarily made available to all Passengers, and includes any Passenger suffering from any underlying or chronic condition, regardless of the extent thereof.

3.3.10. **“Guest Conduct Policy”** means the document available at MSC’s Official Website at www.msccruises.co.za, <https://www.msccruises.co.za/-/media/zaf/policy/guest-conduct-policy.pdf> and can also be made available upon request.

3.3.11. **“Holiday Package”** means the Cruise, whether or not in combination with flights and/or any pre- and/or post-Cruise arrangement for accommodation. It does not include Shore Excursions or shuttle services, which do not form part of the inclusive Holiday Package price.

3.3.12. **“International Cruises”** shall mean voyages on MSC operated cruise liners where embarkation is on a vessel for a cruise departing from or disembarkation from any such Vessel ending at a port other than a port in the Republic of South Africa, save for repositioning voyages departing from a point in Europe or the Mediterranean bound for a South African port at the commencement of the South African Cruise Season or vice versa at the end of that season, such repositioning voyages for all purposes under these STCs are deemed to be “International Cruises.”

3.3.13. **“Official Website”** means the set of related web pages, documents and hypertext links served from the web domain of the Company at www.msccruises.co.za.

3.3.14. **“Passenger”** means each and every person, including minors, named either on the Booking confirmation or on the invoice or on a Cruise Ticket issued by the Company.

3.3.15. **“Privacy Policy”** means the documentation available at MSC’s Official Website at <https://www.msccruises.co.za/privacy> and can be made available on request.

3.3.16. **“Shore Excursion”** means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Holiday Package and is offered for sale by the Company, including, onboard its vessels.

3.3.17. **“South African Cruise Season”** means cruises advertised to be commenced and completed to or from ports in South Africa during the period between approximately October/November in any one calendar year and March - May in the following calendar year. For instance, between 22 November 2024 and 2 April 2025 will be referred to as the 2024/2025 local cruise season, but in some years the season could be between October in the one calendar year and May in the following year, although such periods or dates may be changed at MSC’s sole discretion.

3.3.18. **“Special Services”** means onboard packages or services that are offered for sale by MSC, pre-Cruise as well as onboard its vessels, such as, speciality food/dining, beverage packages, laundry, photo, internet and other party packages, subject to their own terms and conditions as available at MSC’s Official Website at <https://www.msccruises.co.za/terms-conditions> and can be made available upon request.

3.3.19. **“Unavoidable and/or Extraordinary Circumstances”** means events or factors beyond MSC’s or the Carrier’s control or factors not reasonably

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foreseeable or not reasonably preventable by MSC or the Carrier, 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; 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.

- 3.3.20. **“World Cruise”** means the tour of the world prearranged by the Company and offered for sale as a single package. For any relevant purposes, the World Cruise shall always be considered as a single and indivisible Package. All terms and references to a Cruise and or Package shall include and be equally applicable to a World Cruise unless otherwise stated. References to price are references to the total price paid for the World Cruise.

4. **BOOKING PROCEDURE AND DEPOSIT**

4.1. **General Booking Procedure and Deposit Payment**

- 4.1.1. Bookings can be made through MSC’s Official Website, by contacting MSC’s call centre, through an authorised sales representative of MSC, or through the B2B platform in the case of travel agents.
- 4.1.2. MSC will issue a Booking confirmation or provide a Booking summary following an expression of interest to book a Holiday Package. The Booking confirmation or summary is confirmation that a cabin has been set aside/removed from the available cabin inventory and confirmation of the details relating to the Cruise, Holiday Package and otherwise, including the dates, times and prices. The Booking confirmation or summary will also set out certain terms and conditions applicable to the Booking.
- 4.1.3. The Booking confirmation is, in the normal course, only open for acceptance for a period of 72 (seventy-two) hours after being issued, but this period may vary depending on the channel used for the Booking and/or the terms applicable to the Booking.
- 4.1.4. A deposit of R3,000.00 (Three Thousand Rand) per cabin or R6,000.00 (Six Thousand Rand) per cabin for Yacht Club Bookings or R6,000.00 (Six Thousand Rand) per cabin on peak season Christmas and New Year cruises or any other amount that is required as deposit by MSC from time to time must be received within these 72 (seventy-two) hours (or any other period as per clause 4.1.3 above) to accept and secure the Booking as per the Booking confirmation, or immediately if the Booking is made through MSC’s Official Website.
- 4.1.5. Full payment of the price of the Holiday Package must be paid by no later than 75 (seventy-five) Days prior to departure date.
- 4.1.6. A deposit of 15% of the price of the Holiday Package (or any other amount that is required as deposit by MSC from time to time) is applicable to World Cruises and payment thereof must be received within 7 (seven) Days of issuance the Booking confirmation to accept and secure the World Cruise Booking, or immediately if the Booking is made through MSC’s Official Website.
- 4.1.7. In the case of World Cruise, full payment of the Holiday Package must be paid by no later than 90 (ninety) Days prior to departure date.
- 4.1.8. For Bookings made within 75 (seventy-five) Days of the departure date, acceptance and payment of the full Holiday Package must take place immediately. This provision shall also apply for special promotions – where immediate acceptance and payment is required in order to secure the special promotional rate.
- 4.1.9. If payment is not timeously received, the offer contained in the Booking confirmation or summary will lapse and the cabin will be placed back into the cabin inventory for onward sale. After an offer has lapsed, MSC cannot guarantee the availability or price of any element of the offer.
- 4.1.10. There is no commitment or guarantee given, or Booking in place when a Booking confirmation or summary is generated, whether or not the customer effects payment of any amount or price quoted or indicated therein.
- 4.1.11. A Booking shall only be regarded as complete and binding and the Contract effective once a final Booking confirmation is issued reflecting the status as confirmed by MSC after verification of the details of the Booking has taken place and payment of the deposit (or full price of the Holiday Package in the case of clause 4.1.8) has been received by MSC. The final Booking confirmation is usually issued within 72 (seventy-two) hours of the Booking enquiry or soon as reasonably possible thereafter.

4.2. **The Package Price and Payment**

- 4.2.1. The price of the Holiday Package typically includes:
- 4.2.1.1. the cost of the Cruise Ticket (“**Cruise Fare**”);
- 4.2.1.2. the hotel service charge (“**Hotel Service Charge**”) is a compulsory charge levied for staff gratuities for the services provided by the staff/crew on board (including those working behind the scenes), expressed as a daily rate, the amount of which differs from Cruise to Cruise depending on various factors, but will generally be reflected in the Booking confirmation. The applicable rate for the Cruise for which the Passenger intend to book can be requested, in writing, from MSC. Whilst in the normal course this charge will be included in the price for the Holiday Package and be pre-paid, if for any reason it has been omitted due to any error or oversight, that Hotel Service Charge will be added to the Passenger’s onboard account (referred to in clause 23) and shall be payable not later than prior to disembarkation from the vessel.
- 4.2.1.3. the port and baggage charges (“**Port Charges**”) are levied by third party service providers / Government for the use of port facilities and for the handling of luggage (this excludes car parking on port property, which is an additional and separate expense);
- 4.2.1.4. the travel insurance premium (“**Insurance Premium**”) for the travel insurance as explained in clause 6 below; and
- 4.2.1.5. the costs relating to portions of the Holiday Package other than the Cruise, such as flights and accommodation provided by third party service providers (see clause 16 below).
- 4.2.2. Payment(s) must be received on the dates specified in these STCs or as otherwise set out in the Booking confirmation or summary by making payment in a method that is acceptable to MSC. Please enquire with MSC regarding all of payment options currently available.

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- 4.2.3. Credit card payments made to MSC may be processed through MSC's foreign bank account. The payer may be liable for the additional bank charges as a result of a transaction involving a foreign bank account. If the payer is not prepared to pay such additional bank charges, please do not make a credit card payment, but rather make payment to MSC via EFT or direct deposit.
- 4.2.4. If MSC does not receive timely payment of the full price of the Holiday Package, MSC reserves the right to cancel the Passenger's Booking, without notice, and may retain the full deposit (or a portion thereof), and may retain or recover the full or a proportion of the Holiday Package payable in terms of clause 0.
- 4.2.5. MSC may allocate or appropriate any payment that is received at its sole discretion and as it deems fit.
- 4.3. **The Passenger Registration Form**
- 4.3.1. The Passenger Registration Form will be made available for completion 30 (thirty) Days prior to the departure date, and immediate completion is required.
- 4.3.2. All of the information provided to MSC in the Passenger Registration Form must be true, complete and correct, and must correspond with the requisite proof of identity required for travel, such as identity document or passport (depending on which is required for the particular Cruise) in respect of each Passenger. See clause 7 for further details regarding passports, visas and other travel documents.
- 4.3.3. MSC and/or the Carrier accepts no liability whatsoever for untrue, incorrect or incomplete information, or information that does not correspond with the valid passport or identity document (depending which is required for the particular Cruise), including where this results in the Passenger not being permitted to embark the Vessel. Any non-participation as a result of this will be regarded as a cancellation by the Passenger in terms of clause 18.
- 4.3.4. Where the contact details of a Passenger are requested, the Passenger's contact details must be provided (and not that of their travel agent, group organiser, theme organiser, charterer or that of any other person). These details are of pivotal importance to ensure that Passengers are timely informed of updates, notifications, safety and health announcements or as otherwise relating to their Holiday Package and to enable communication with the Passenger before and during the Holiday Package.
- 4.4. **Cruise Tickets**
- Provided that MSC has received full payment of the price of the Holiday Package, MSC will issue the Cruise Tickets at least 14 (fourteen) Days before the departure date. The Cruise Ticket contains all necessary tickets for the Cruise and any Special Services and Shore Excursions which the Passenger has booked at the time of issuance of the Cruise Ticket.
- 4.5. **Website Usage**
- 4.5.1. Holiday Packages, prices, itineraries, cruise destinations, dates of departure and any other offerings listed on MSC's Official Website serve as an advertisement, and an invitation to make an offer to MSC to purchase the services specified in the advertisement, subject to availability and price.
- 4.5.2. MSC does not guarantee that whatever is advertised will be available at the advertised price, or at all, by the time a potential customer responds to the advertisement or proceeds to book the advertised Holiday Package, Cruise, Shore Excursion, Special Services, service or itinerary.
- 4.5.3. It must be noted that certain prices are advertised at "from" a certain value. This does not guarantee that there will be availability or otherwise at that "from" value.
- 4.5.4. Occasionally there may be information on MSC's Official Website that contains errors, inaccuracies or omissions, including for pricing, promotions and advertised Cruise itineraries. Should this occur and to the extent permissible in the CPA, MSC reserves the right to correct any errors, inaccuracies or omissions, and to change or update information, or cancel Bookings, whether or not any prospective Passenger has responded thereto or otherwise.
- 4.5.5. MSC's Official Website may contain links to third party websites. MSC is not responsible for the content or privacy practices of any third-party websites. When clicking on a link to a third-party website, it will redirect to the third-party website subject to the terms and conditions of that website and/or third party.
- 4.6. **Making Bookings for Other People**
- 4.6.1. MSC relies on the authority of the person making the Booking to act on behalf of all Passengers forming part of the Booking. Any person acting on behalf of the Passenger hereby confirms, agrees and accepts that they are authorised to do so and confirms that they have the authority to accept and bind those persons to the Passage Contract.
- 4.6.2. The person making the Booking will serve as the sole point of contact with MSC, unless MSC, in its sole discretion, elects otherwise.
- 4.6.3. By Booking for other people, the person making the Booking confirms that the Passage Contract has been drawn to the attention of all Passengers forming part of the Booking and confirms that they have obtained the requisite consent to process and provide MSC with their personal information.
- 4.6.4. Where a Booking is made through another person, including, travel agent, group organiser, theme organiser, or charterer (as may be defined in any relevant additions agreements relating thereto) or any other person, such person acts as the agent of the Passenger and not as an agent of MSC. Accordingly, Bookings and/or money handled by a representative, travel agent, group organiser, theme organiser, charterer or any other person are handled on the Passenger's behalf not on MSC's behalf. The risk of loss of and/or theft of the money will be borne by the Passenger until the money has been received by MSC and/ or after such point that amounts have been refunded, returned or reimbursed by MSC to the representative, travel agent, group organiser, theme organiser, charterer or any other person as may be applicable. MSC shall not be responsible for any representations, insolvency or other conduct of a representative, travel agent, group organiser, theme organiser, charterer or any other person, including but not limited to any failure to remit any payment to MSC, or to refund, reimburse or return amounts to the Passenger. The receipt of any refunded, reimbursed or returned amounts, or correspondence or notices by the representative, travel agent, group organiser, theme organiser, charterer or any other person, including the Passage Contract, shall constitute receipt by the Passenger.
- 4.6.5. In the event of a representative, travel agent, group organiser, theme organiser, charterer or any other person completing or signing the Passenger Registration Form on the Passenger's behalf, the Passenger confirms and warrants their authority to do so, and agrees to be bound by all the terms and conditions thereof. In addition, the representative, travel agent, group organiser, theme organiser, charterer or any other person in so signing the Passenger Registration Form warrants their/its authority to do so on behalf of the Passenger and that the STCs and Passage Contract were

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drawn to the attention of that Passenger.

4.7. **Cooling Off Period**

- 4.7.1. Subject to the CPA, a consumer is entitled to cancel an agreement, without reason or penalty, by giving MSC a written notice of cancellation within 5 (five) Business Days of the issuance of the final Booking confirmation if such Booking resulted from direct marketing (as defined in the CPA).
- 4.7.2. MSC shall within 15 (fifteen) Business Days after receiving the notice of cancellation, refund to the Passenger the Deposit and any other amount which was paid to MSC in respect of the cancelled Booking.

5. **PRICES AND PRICE GUARANTEE**

- 5.1. The Holiday Package price will not change within 20 (twenty) Days of the departure date or once full payment of the Holiday Package has been received by MSC.
- 5.2. MSC reserves the right to modify prices at all times prior to those detailed in clause 5.1 above to allow variations for: exchange rates relevant to the Holiday package; air transportation costs; costs of fuel; dues, fees or taxes applicable, or as may otherwise be necessary or warrant an increase. Any increase in price will be directly proportionate or commensurate to the cause of the increase. The Holiday Package price may vary in respect of an increase or a decrease. Any such variation will be computed as follows:
 - 5.2.1. Air transportation costs – any variation of the Holiday Package price will be equal to the extra amount charged by the air carrier or third-party service provider;
 - 5.2.2. Fuel costs – any variation of the Holiday Package price will be equal to 0.33% of the price of the Cruise for every dollar of increase of the fuel per barrel (NYMEX Index);
 - 5.2.3. Dues, fees or taxes – any variation of the Holiday Package price will be equal to the full amount of the due, fees or taxes applicable.
- 5.3. If the price increases from the price contained within the final Booking confirmation, the Passenger will be entitled to either:
 - 5.3.1. pay the increase by the prescribed date; or
 - 5.3.2. cancel by giving MSC a written notice of cancellation by no later than 3 (three) Days (or any other time frame prescribed by MSC) after the date on which MSC issues the price increase notification, in which case MSC will refund any amount received from MSC at the time of the cancellation, less the Insurance Premium (which is non-refundable and is provided by a third-party service provider) and any cancellation fee in terms of clause 18.

6. **INSURANCE**

- 6.1. Insurance is mandatory for all Holiday Packages.
- 6.2. The insurance policy is the legal contract between the Company and a third-party insurer. The benefits of the policy are extended to the qualifying insured Passenger in terms of the third-party insurer's policy or requirements. The insurance policy will be supplied with the Booking confirmation, can be located at MSC's Official Website at <https://www.msccruises.co.za/manage-booking/before-you-go/travel-insurance>, alternatively, can be made available upon request. In terms thereof: -
 - 6.2.1. By Booking with MSC, the Passenger is deemed to have read, understood and agreed to be bound by the policy wording. The Passenger is specifically referred to the terms, conditions, limitations and exclusions of cover.
 - 6.2.2. In the event of conflict between any provisions of this clause and any schedule of benefits provided by MSC, the insurance policy will take precedence.
 - 6.2.3. Any refunds by MSC referred will exclude the amount of the Insurance Premium.
- 6.3. Should the Passenger for any reason not be covered by or be regarded by MSC's third-party insurer to be uninsurable, or insurable with a special deductible or proviso, this shall not constitute a breach of these conditions by MSC and is a matter to be resolved between the Passenger and the insurer. If the Passenger is unable to resolve the matter, MSC shall be entitled to require that the Passenger at their own cost obtain alternative, adequate and suitable insurance with cover from confirmation of Booking to the end of the Holiday Package. MSC is entitled to refuse boarding unless proof of insurance cover or alternative cover, as referenced herein, is provided.
- 6.4. Travel insurance referred to in clauses 4.2.1.4 and 6.2 is not applicable to the World Cruise. A Passenger must arrange their own travel insurance with adequate and suitable insurance from the confirmation of their Booking to the end of the Holiday Package.

7. **PASSPORTS, VISAS, OTHER TRAVEL DOCUMENTS**

- 7.1. 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 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.
- 7.2. Passengers must hold fully valid passports for the whole duration of the Holiday Package and the expiry date must be at least 6 (six) months after the end of the Holiday Package. Certain countries insist on machine-readable and digital photo passports, especially Russia and United States of America.
- 7.3. 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 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:
 - 7.3.1. 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;
 - 7.3.2. Verify the visa requirements with the consulate or embassy of each country the Cruise Ship is scheduled to stop, including stop overs and ports, and to comply therewith; and

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- 7.3.3. Verify if any other documentation is required, including relating to immigration, customs, foreign exchange regulations, and health, and if there are any other legal requirements applicable to their travel and ports of call, and to comply therewith.
- 7.4. Each Passenger must present the original and necessary Travel Documents for inspection for the entire itinerary, as required, on entering and exiting any Port, or upon request, at any time, by any authority, or MSC and/or the Carrier.
- 7.5. MSC and/or the Carrier are not liable for any refunds, loss, damages, costs or expenses which Passengers may suffer or incur due to incorrect or incomplete Travel Documents, or for any failure to have all of the required Travel Documentation, or from non-compliance with the applicable requirements. MSC and/or the Carrier are not responsible in case that Passengers are denied embarkation for lack or non-compliance of immigration requirements resulting from the new EES (Entry Exit System) managed by Frontex and EU-LISA ("European Union Agency for the Operational Management of Large-Scale IT Systems in the Area of Freedom, Security and Justice") automatic passport control system set to enter in force by 10th November 2024.
- 7.6. The Passenger will be liable to MSC and/or the Carrier for any fines, penalties or other charges imposed on MSC and/or the Carrier 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. The Passenger authorises the Carrier to charge such amounts to the Passenger's onboard account and/or credit card.

8. **MINORS**

**Further terms applicable to Minors can be located in the Contract of Carriage as available on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.*

***Please contact the Department of Home Affairs*

- 8.1. Minors must travel accompanied by their parents or legal guardians. Minors, in terms of the South African classification, refers to passengers under 18 years of age and in terms of the United States of America classification, refers to passengers under 21 years of age, however, this classification may differ from port to port and it is the responsibility of the adult Passenger to determine the specific requirements per port.
- 8.2. If one of the traveling minor's parents or legal guardians are not travelling, then a signed authorisation letter, affidavit or as otherwise required, and any other supporting documentation (such as, court order, adoption certificate, death certificate, etc), in accordance with the laws of the country where the minor resides and in accordance with the laws of the country of each port of call, from the absent parent or legal guardian, as applicable, authorising the minor to travel must be provided at the moment of Booking, at the time of embarkation and must be available for presentation for the duration of the travels. At all relevant times, the documentation supplied must be original or original certified copies of the original by a commissioner of oaths or the equivalent commissioning authority, should commissioners of oath not be in practice in the country concerned.
- 8.3. If the minor is travelling with Passengers that are not their parents or their legal guardians, MSC shall require, at the moment of Booking, a document signed by both of the parents or all legal guardians authorising the minor to travel with a chaperone or other designated individual, and any other supporting documentation (such as, court order), in accordance with the Company's policies, the laws of the country where the minor resides, and in accordance with the laws of the country of each port of call. This must also be provided at the time of embarkation and available for presentation for the duration of the travels. At all relevant times, the documentation supplied must be original or original certified copies of the original by a commissioner of oaths or the equivalent commissioning authority, should commissioners of oath not be in practice in the country concerned.
- 8.4. Minors under the age of one (1) year old are permitted on board, save for Cruises which are 11 (eleven) nights or longer in duration. In such instance, the minor is required to be at least one (1) year old at the time of embarkation.
- 8.5. It is recommended that medical advice is sought before Booking for minors up to one (1) years of age. For the avoidance of doubt, the provisions of clause 9 and the requirement of fitness to travel is applicable to all Passengers, including infants.
- 8.6. As a general rule, MSC and/or the Carrier do not allow minors to stay alone in a cabin without the presence of at least one (1) adult.
- 8.7. Subject to clauses 8.8 and 8.9 below, minor Passengers can be assigned to a cabin without the presence of an adult, subject to the following conditions:
- 8.7.1. The minor Passengers are travelling with only one (1) legal guardian or parent;
- 8.7.2. The parent or legal guardian must expressly request the minor Passenger(s) to be assigned in a cabin without the presence of an adult at the time of making the Booking, and must sign a waiver of liability;
- 8.7.3. The number of minor Passengers travelling with the parent or legal guardian is between 2 and 4;
- 8.7.4. The cabin is occupied by either 1 (one) minor Passenger aged no less than 12 years old or 2 (two) minor Passengers where the oldest is at least 12 years old and the youngest is at least 8 years old;
- 8.7.5. The presence of more than 2 (two) minor Passengers alone in the cabin is not allowed.
- 8.8. For the vessels: MSC Lirica, Armonia, Sinfonia, Opera, Musica, Orchestra, Poesia, Magnifica, Fantasia, Splendida, Preziosa and Divina, the parent or legal guardian and the minor Passengers will only be accommodated in connecting cabins where the minor Passengers' cabin's balcony must be locked. For all other vessels, the following conditions apply:
- 8.8.1. the parent or legal guardian and the minor Passenger(s) must stay in connecting cabins (where the minor Passengers' cabin's balcony must be locked) or in interior adjacent cabins; and
- 8.8.2. the parent or legal guardian will be required to purchase a bracelet to have access to the cabin occupied by the minor Passenger(s) throughout the Cruise.
- For the purpose of this clause 8.8, "adjacent cabins" means two cabins, at least one without a balcony, which have no more than 3 cabins between them, and that pertain to the same assembly station and corridor and "connecting cabins" means cabins that are connected by an internal door.
- 8.9. For itineraries that include a port in the United States of America, Passengers aged between 18 and 20 years old whose Booking includes a Passenger of 21 years or older are allowed to stay in their own cabin alone without the requirements indicated in clauses 8.7 and 8.8.
- 8.10. The provisions of clauses 7.5 and 7.6 will similarly apply to minor Passengers, with the requisite changes required by context.

9. **FITNESS TO TRAVEL**

**Further terms applicable to Fitness to Travel can be located in the Contract of Carriage as available on MSC's Official Website at*

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<https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.

- 9.1. The safety of all Passengers is of paramount importance to the MSC; hence all Passengers warrant that they are fit to travel by sea (and if applicable by air) and that their conduct or condition will not impair the safety or convenience of the vessel or aircraft and the other Passengers, and that they can be carried safely in accordance with applicable safety requirements, including those established by international EU, national or other applicable law.
- 9.2. Any Passenger with a condition that 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. In any case, MSC and/or the Carriers, at their own discretion, have the right to request that the Passenger produce medical certificates supporting the fitness to travel.
- 9.3. If it appears to the Carrier, the master, or the vessel's doctor that a 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 refuse to embark the Passenger at any port or at all, or disembark the Passenger at any port, or transfer the Passenger to another berth or cabin.
- 9.4. Where a Passenger is assessed as unfit to travel and refused embarkation then neither the Company 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 clause 18.

10. **PREGNANT PASSENGERS**

**Further terms applicable to Pregnant Passenger can be located in the Contract of Carriage as available on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.*

- 10.1. The vessel does not have specialist obstetric and/or neonatal care on board. MSC cannot accept the Booking and the Carrier cannot carry any Passenger who will be more than 23 weeks and 6 days pregnant at any point during their Holiday Package (even where the Passenger supplies a medical certificate confirming their fitness to travel).
- 10.2. A Passenger who is pregnant is advised to seek medical advice before travelling, and is obliged to inform MSC at the time of Booking (or as soon as reasonably possible thereafter) of their pregnancy and where they are permitted to travel, they must inform the onboard doctor upon embarking the vessel.
- 10.3. 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 an intrauterine pregnancy and their fitness to travel on board the vessel, taking into account the specific itinerary, as well as the expected date of delivery as confirmed by an ultrasound. Failure to provide MSC with the aforementioned documentation will result in a cancellation in accordance with clause 18.
- 10.4. 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 day's 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 terms of clause 18.

11. **DISABLED PASSENGERS AND PASSENGERS WITH REDUCED MOBILITY**

**Further terms applicable to Disabled Passengers or the Passengers with Reduced Mobility can be located in the Contract of Carriage as available on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.*

- 11.1. 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, in order for MSC and the Carrier to consider their ability to carry the Passenger in a safe or operationally feasible manner, taking into account 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 Disabled Passenger or the Passenger with Reduced Mobility.
- 11.2. At the time of Booking, the Passenger must provide full details, on the following, if the Passenger:
 - 11.2.1. is unwell, infirm, Disabled or has Reduced Mobility;
 - 11.2.2. requires a special Disabled cabin, since there is a limited number of these available and since MSC would like to, wherever possible, accommodate the Passenger, so that the Passenger is comfortable and safe for the duration of the Cruise;
 - 11.2.3. if the Passenger has any special seating requirements;
 - 11.2.4. if the Passenger needs to bring medical devices or equipment on board; and
 - 11.2.5. if the Passenger needs to bring a recognised assistance dog on board the vessel (please note that assistance dogs are subject to national and other applicable regulations, and 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 dog).
- 11.3. 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 Disabled Passenger or the Passenger with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Passenger or the Passenger with Reduced Mobility. 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.
- 11.4. Passengers confined to a wheelchair will be required to provide their own collapsible 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.
- 11.5. If the Passenger has any particular condition(s), Disability or Reduced Mobility which 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 respite services, one-to-one personal care, supervision or any other form of care including for physical or psychiatric or other conditions.
- 11.6. 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

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mobility assistance devices) onboard any Cruise. The following applies in respect of medical devices:

- 11.6.1. In the event that a medical device 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 discretion as whether to repair or replace such medical device or equipment;
- 11.6.2. Unless MSC and/or the Carrier agree otherwise in writing, Passengers are limited to bringing two (2) medical devices on board per cabin, with a total value not exceeding ZAR30,000.00 (thirty thousand Rand);
- 11.6.3. Medical devices must be capable of being carried safely and must be declared before the Cruise. MSC and/or the Carrier may decline to carry any such medical devices or 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;
- 11.6.4. It is the responsibility of the Passenger to arrange delivery of all medical devices to the port prior to departure and to notify MSC prior to Booking if they require medical devices on board, in order for MSC and/or the Carrier to ensure that the medical devices can be carried safely;
- 11.6.5. Passengers must contact the manufacturer or supplier to ensure that any medical device or equipment can be safely carried;
- 11.6.6. It is the Passenger's responsibility to ensure that medical devices are in good, working order and to ensure that the medical device 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 difficult and expensive;
- 11.6.7. Passengers must be able to operate all equipment, unless they are accompanied by another person who is capable of operating same.
- 11.7. For more information of medical equipment, please see clause 27.
- 11.8. MSC may request a medical specialist or practitioner's written confirmation declaring that a Passenger is fit to travel prior to agreeing or allowing a Passenger to embark the vessel.
- 11.9. If after assessment of the specific requirements of the Disabled Passenger or Passenger with Reduced Mobility, 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 Disabled Passenger or Passenger with Reduced Mobility.
- 11.10. 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 that they will require special care or assistance 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.
- 11.11. 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.
- 11.12. Disabled Passengers or Passengers with Reduced Mobility 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.
- 11.13. 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 or Reduced Mobility or balance problems. Please see clause 28 for further information regarding tender boats or similar crafts.
- 11.14. 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 any Disability or Reduced Mobility, 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 whose Disability or Reduced Mobility 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 clause 18, 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 these clauses 11.8 to 11.10, then the Passenger must provide a complaint in writing with all supporting evidence to MSC.

12. OCCUPATION OF BERTHS AND CABINS

- 12.1. 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.
- 12.2. MSC has the right to assign another cabin for the Passenger at any time, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced cabin, the Passengers affected by such change will be offered a refund of the price difference according to the current rates or onboard benefits (such as, credit, upgrades, drink packages).

13. CONDUCT OF PASSENGER

- 13.1. 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:
 - 13.1.1. behaved dangerously for their safety and/or the one of other Passengers, crew members or any other person;
 - 13.1.2. damaged and/or endangered Company's assets or the assets/belongings of any other person;
 - 13.1.3. did not resolve outstanding debts with the Company; and/or
 - 13.1.4. 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.
- 13.2. 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 any Passenger who, as a result of the Passenger screening process, is included in any applicable sex offender registry or list.
- 13.3. 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.

14. SPECIAL SERVICES

- 14.1. Special Services are subject to their own, separate terms and conditions, which can be located on MSC's Official Website at

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<https://www.msccruises.co.za/terms-conditions> and are available upon request.

- 14.2. Beverage packages are made available in the form of physical vouchers for local South African Cruises during the South African Cruise Season. These vouchers are non-transferable and non-refundable, and have an expiry date of 3 (three) years after the date of purchase and may not, at any time, be redeemed for cash.

15. **SHORE EXCURSIONS**

**Further terms applicable to Shore Excursions can be located on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and are available upon request.*

- 15.1. In addition to the Cruise Ticket, the Passenger may wish to book a Shore Excursion either before or during the Cruise. Shore Excursions are typically provided and operated by third party service providers, and not by MSC.
- 15.2. MSC only books the Shore Excursion, and collects and pays the cost of the Shore Excursion to the service provider on the Passenger's behalf. By Booking any Shore Excursion through MSC, the Passenger appoints MSC as their agent to arrange, book and collect payment for the Shore Excursion.
- 15.3. Shore Excursions are subject to:
- 15.3.1. the further terms relating to Shore Excursions as available on MSC's Official Website at <https://www.msccruises.co.za/terms-conditions> and are available upon request;
 - 15.3.2. the service provider's own terms and conditions;
 - 15.3.3. where applicable, the terms of any memorandum of understanding concluded between MSC and the service provider; and
 - 15.3.4. any such additional or specific terms and conditions applicable to the Shore Excursion;
- which the Passenger agrees to be bound by when Booking a Shore Excursion. Such terms and conditions are available on request from MSC, and must be read and taken note of, including, any limitations or exclusions of liability, any indemnifications of MSC and/or the Carrier or another party, or any other special terms or conditions that apply, or which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided.
- 15.4. Please note that certain service providers will require participants to sign a liability release and/or assumption of risk form before participating in the Shore Excursion.
- 15.5. MSC will exercise reasonable skill and care in the selection of reputable Shore Excursion providers. MSC has no control over the services of these third-party service providers and makes no independent assessment of the safety or security of the Shore Excursions or of the service providers.
- 15.6. 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 the service provider, including but not limited to, the terms of the service provider, if a Shore Excursion is delayed or not provided to satisfaction or at all, or as a result of any act or omission on the part of or failure of the service provider to fulfil its obligations, or for the misrepresentations, breaches of contract, breaches of statutory duty, negligence or intentional or accidental conduct of any service provider. Any claim in respect of a Shore Excursion must be directed to the Shore Excursion provider.
- 15.7. Under no circumstances will MSC and/or the Carrier be liable for any refund, loss, costs or damages which the Passenger may suffer or incur in relation to Shore Excursions caused by a cancellation or change to their Cruise, except as otherwise required by law.
- 15.8. If, notwithstanding the limitations or exclusions of liability in this clause or elsewhere in the Passage Contract, MSC and/or the Carrier are held liable for any loss, damage or injury caused by the Shore Excursion provider, MSC's and/or the Carrier's liability shall never exceed that of the Shore Excursion provider.

16. **FLY AND CRUISE / STAY AND CRUISE HOLIDAY PACKAGES**

**Further terms applicable to these packages can be located on MSC's Official Website at www.msccruises.co.za.*

***Fly and Cruise are only applicable to local South African Cruises for the South African Cruise Season*

16.1. **General**

- 16.1.1. Holiday Packages including the Cruise, with or without flight(s), and/or any pre- and/or post-Cruise arrangements, including for accommodation and/or transfers can be purchased from MSC. Those portions of the package other than the Cruise are provided by independent, third-party service providers and not MSC.
- 16.1.2. MSC only books those additional portions of the package and collects and pays the cost thereof to the third-party service providers on the Passenger's behalf. By purchasing these services through MSC, the Passenger appoints MSC as their agent to arrange, book and collect payment for such services. MSC may be required to pay for the services in advance.
- 16.1.3. These will be subject to: -
- 16.1.3.1. the further terms relating to pre- and/or post-Cruise arrangement as available on MSC's Official Website at www.msccruises.co.za;
 - 16.1.3.2. the third-party service provider's own terms and conditions;
 - 16.1.3.3. where applicable, the terms of any memorandum of understanding concluded between MSC and the third-party service providers; and
 - 16.1.3.4. any such additional or specific terms and conditions applicable to the service, which the Passenger agrees to be bound by when Booking the Holiday Package;
- which the Passenger agrees to be bound by when Booking a Holiday Package. Such terms and conditions are available on request from MSC, and must be read and taken note of, including, any limitations of liability or any other special terms or conditions that apply, or which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided.
- 16.1.4. MSC does not have control over the performance of the third party service provider, and shall not be liable for any refund, action, omission, default, damage, refund, loss, injury, death or otherwise suffered as a result of the third party service provider, including but not limited to, the terms of the service provider, if any portion of the package is delayed or not provided to satisfaction or at all, or as a result of any act or omission on the part

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of or failure of the service provider to fulfil its obligations, or for the misrepresentations, breaches of contract, breaches of statutory duty, negligence or intentional or accidental conduct of any service provider.

- 16.1.5. The Company will make reasonable endeavours to comply with the Passenger requests for changes to flight, transport or other services arrangements and adapt them to any changes or cancellations. The Passenger is responsible for ensuring that any arrangements or adaptations meet their requirements and for any additional costs that the service provider charges to accommodate the request. In no case whatsoever will the Company be held liable for change requests that cannot be satisfied. The Passenger is required to contact the service provider directly where they want to recover any payment made in respect of the services. Nothing in this clause shall create any expectation that the arrangements, adaptations or recoveries will be permitted by the service provider.
- 16.1.6. Under no circumstances will MSC be liable for any refund, loss, costs or damages which the Passenger may suffer or incur in relation to these pre- and/or post-Cruise arrangements caused by a cancellation of or change to their Holiday Package, except as otherwise required by law.
- 16.1.7. Any claim in respect of pre- and/or post-Cruise arrangements must be directed to the service provider. If, notwithstanding the exclusions of liability in this clause or elsewhere in the Passage Contract, MSC is held liable for any refund, loss, damage or injury caused by the service provider, MSC's liability shall never exceed that of the service provider.
- 16.2. **Flights**
- 16.2.1. MSC will disclose the identity of the carrying airline, the aircraft type, airline and/or the service provider, used to execute the portion of the Holiday Package in respect of flights as soon as MSC becomes aware of such identification details. All flights will be operated on scheduled or chartered services of recognised air Carriers and is subject to the Conditions of Carriage of the air Carrier, which conditions are provided on request.
- 16.2.2. Confirmation of flight timings and routes will be provided as soon as reasonably possible before departure date.
- 16.2.3. Air ticket payments usually need to be made by MSC in advance and are not normally refunded by the air Carrier. Any booking, tickets, payment or otherwise of the air Carrier remain subject to the Carrier's own terms and conditions, and where applicable, the terms of any memorandum of understanding between MSC and the air Carrier or any such additional or specific terms and conditions applicable to the service.
- 16.2.4. For travel on dates other than those published in the Company's brochure and/or on the Company's Official Website or on a particular air Carrier or routing, a higher fare may apply in which case, the Passenger will be notified before Booking and shall be responsible for such payment.
- 16.2.5. It is a Passenger's responsibility to ensure arrival at the particular airport in sufficient time to check in, to board the aircraft and to comply with the travel and air Carrier' requirements.
- 16.2.6. Not all medical equipment can be carried or used onboard an aircraft. It is a Passenger's responsibility to confirm with the air Carrier whether they are able to travel with medical equipment prior to travel, and to independently arrange the use and carriage thereof.
- 16.2.7. The Company does not bear any affiliation with any particular air Carrier, thus, any obligations and/or claims relating to cancellation, delay, denied boarding or otherwise in respect of the air Carrier must therefore be made directly to the relevant air Carrier. The Company shall have no liability in respect of cancellation, delay, denied boarding or otherwise in respect of air carriage, with such liabilities being entirely those of the relevant airline / service provider.
17. **BOOKING CHANGES REQUESTED BY THE PASSENGER**
- 17.1. Generally, a Booking and Contract of Carriage is non-transferable. Accordingly, name changes and Cruise date changes are typically considered cancellations and are subject to the cancellation fees detailed in clause 18, unless permitted by MSC in terms of this clause.
- 17.2. **Name change** - A Passenger is entitled to replace themselves with a third party, provided that:
- 17.2.1. written request is received by MSC, within reasonable time, requesting the change in Passenger providing the reason therefore and any supporting documentation (if applicable);
- 17.2.2. the third party satisfies all of the conditions of the Holiday Package;
- 17.2.3. MSC agrees to the change; and
- 17.2.4. payment in respect of the administrative fees for a name change is timeously made and received by MSC.
- 17.2.5. The Passenger and the third-party contract assignee shall be jointly liable to MSC to pay the price of the Holiday Package and any additional cost (including, the administrative fee) that may arise as a consequence of the change in Passenger.
- 17.2.6. The third-party contract assignee shall be bound by the Passage Contract once the transfer of the Holiday Package into their name has taken place.
- 17.3. **Cruise date change** – A Passenger is entitled to request to change the date of their Cruise to another provided that:
- 17.3.1. written request is received by MSC, within reasonable time, requesting the change in Passenger providing the reason therefore and any supporting documentation (if applicable);
- 17.3.2. the date of departure of the new Cruise is later than the original Cruise (subject to clause 17.4);
- 17.3.3. payment in respect of the administrative fees for a cruise date change is timeously made to and received by MSC; and
- 17.3.4. if the price of the new Holiday Package is higher than that of the original Holiday Package, the Passenger will be liable for any price increase. Where the new Cruise is lower in price, the Passenger will be offered onboard benefits (such as, credit, upgrades, drink packages).
- 17.4. Where a cruise date change is agreed to by MSC, the following conditions are relevant for the new Cruise date:
- 17.4.1. **Local South African Cruises**: The new Cruise must depart within the same South African Cruise Season as the original Cruise and there must be sufficient availability on the new Cruise;
- 17.4.2. **International Cruises**: the new Cruise must depart within 90 (ninety) Days after the original Cruise and there must be sufficient availability on the new Cruise;
- 17.4.3. **World Cruise**: the new Cruise must depart within 90 (ninety) Days of the original Cruise and there must be sufficient availability on the new Cruise. Passengers will only be permitted to change from one World Cruise to another World Cruise. A World Cruise cannot be changed for a local South African Cruise or an International Cruise.
- 17.5. **Any name change or Cruise date change is subject to the Timetable and Fee Schedule below. Should MSC agree to such changes, the Passenger will be**

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required to pay a reasonable administrative fee as follows:

LOCAL SOUTH AFRICAN CRUISE SEASON 2024/25 ONWARDS			
Experiences	Timing	Name changes	Cruise date changes
Bella	More than 75 Days before the date when the Cruise is scheduled to begin	R700 per person	R500 per person
	75-4 Days before the date when the Cruise is scheduled to begin	R700 per person	No changes permitted
	3-0 Days or less before the date when the Cruise is scheduled to begin	R1 200 per person	No changes permitted
Fantastica/ Aurea	More than 75 Days before the date when the Cruise is scheduled to begin	R700 per person	1 free of charge
	75-4 Days before the date when the Cruise is scheduled to begin	R700 per person	No changes permitted
	3-0 Days or less before the date when the Cruise is scheduled to begin	R1 200 per person	No changes permitted

INTERNATIONAL CRUISES			
Experiences	Timing	Name changes	Cruise date changes
Bella	More than 30 Days before the date when the Cruise is scheduled to begin	R700 per person	R1000 per person
	29 Days and less before the date when the Cruise is scheduled to begin	No change permitted / considered a cancellation	No change permitted / considered a cancellation
*Fantastica / Aurea / Yacht Club	More than 30 Days before the date when the Cruise is scheduled to begin	R700 per person	MSC will not charge for 1 (one) date change but will charge R1000 per person if a date change is requested more than once.
	29 Days and less before the date when the Cruise is scheduled to begin	No change permitted/ considered a cancellation	No change permitted/ considered a cancellation

WORLD CRUISE			
Experiences	Timing	Name Changes	Cruise date Changes
World Cruise	Up to 90 Days before the date when the Cruise is scheduled to begin	Forfeiture of the deposit equal to 15% of the Holiday Package	Forfeiture of the deposit equal to 15% of the Holiday Package
	89 Days and less Days before the date when the Cruise is scheduled to begin	No change permitted/ considered a cancellation	No change permitted/ considered a cancellation

***Please see MSC's Official Website at www.msccruises.co.za for the most up-to-date information contained within the above tables**

****Where necessary, MSC will also charge a re-issuance fee**

- 17.6. Any changes to the World Cruise will trigger the loss of the deposit equal to 15% (or any other amount that is required as deposit by MSC from time to time) of the Holiday Package.
- 17.7. Any changes that the Passenger requests on a Combined Tour shall always apply to the whole Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Combined Tour.
- 17.8. Requests for changes to the Booking received after the above time limits will constitute a cancellation and the relevant cancellation fees provided for in clause 18 will be applied.
- 17.9. Requested changes affecting other portions or legs of the Holiday Package will be dealt with in terms clause 16, and MSC will not be held liable in any respect for changes that cannot be accommodated, or for any costs, fees or charges of the service provider resulting from the change.
- 17.10. Name or date changes are not always allowed by independent, third-party service providers whenever they are made. Most air Carriers and other transport or services providers treat such changes as a cancellation and charge accordingly. Any additional costs including cancellations fees and/or increased prices levied by air Carriers or other third-party providers will be exclusively for the Passenger's account (or the third-party contract assignee, as applicable).
- 17.11. MSC may from time to time may offer special promotional fares, packages, or add-on discounted benefits for the purposes of selling unsold berths, usually

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closer towards the departure date of a particular Cruise, but not in all cases. A confirmed Booking may not be transferred or exchanged for a Cruise Booking relying on such promotional fares or packages.

18. **BOOKING CANCELLATION BY THE PASSENGER**

- 18.1. A Passenger is entitled to request a cancellation of the Booking in writing, which request must be sent to and received by MSC and should stipulate the reason for the cancellation. Any supporting documentation (where applicable), the Cruise Ticket and Booking confirmation must be provided with the written request.
- 18.2. **Subject to what is set forth in clause 18.4, in the event of cancellation MSC may charge a fair and reasonable cancellation fee (which shall become immediately due or payable) in order to recover the genuine pre-estimate of the damages and loss to be suffered by MSC as a result of the cancellation. The cancellation fee applicable is calculated on the following industry standard scale: -**

<u>LOCAL SOUTH AFRICAN CRUISES (ALL CRUISE LENGTHS)</u>	
Date of Cancellation	Cancellation Charge
75 Days or more before the date when the Cruise is scheduled to begin	Full deposit
74-40 Days before the date when the Cruise is scheduled to begin	50% of the Cruise Fare
Less than 40 Days before the date when the Cruise is scheduled to begin	100% of the Cruise Fare

<u>INTERNATIONAL CRUISES</u>		
Cruise No. of Nights	Date of cancellation	Cancellation charge
Cruises under 15 nights	60 Days or more prior to departure	Loss of deposit per cabin
	59 – 30 Days before departure	25% of the Cruise Fare
	29 – 22 Days before departure	40% of the Cruise Fare
	21-15 Days before departure	60% of the Cruise Fare
	14 – 6 Days before departure	80% of the Cruise Fare
	5 – 0 Days before departure	100% of the Cruise Fare
Cruises longer than 15 nights	90 Days or more prior to departure	Loss of deposit per cabin
	89 – 60 Days before departure	25% of the Cruise Fare
	59 – 52 Days before departure	40% of the Cruise Fare
	51 – 35 Days before departure	60% of the Cruise Fare
	34 – 15 Days before departure	80% of the Cruise Fare
	14 - 0 Days before departure	100% of the Cruise Fare

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<u>Yacht Club (All Cruise Lengths)</u>	
Date of cancellation	Cancellation Charge
120 Days or longer before departure	R1800 per person
119 – 90 Days before departure	25 % of the cruise fare
89 – 60 Days before departure	40 % of the cruise fare
59 – 30 Days before departure	60 % of the cruise fare
29 – 15 Days before departure	80 % of the cruise fare
14 – 0 Days before departure	100 % of the cruise fare

<u>WORLD CRUISE 2024, 2025</u>	
Date of Cancellation	Cancellation Charge
60 Days or longer	15% of total Holiday Package, or forfeiture of deposit, whichever is greater
59 - 10 Days before departure	75% of total Holiday Package
9 – 0 Days before departure	100% of total Holiday Package

<u>WORLD CRUISE 2026</u>	
Date of Cancellation	Cancellation Charge
90 Days or longer	15% of total Holiday Package, or forfeiture of deposit, whichever is greater
89 - 10 Days before	75% of total Holiday Package
9 – 0 Days before departure	100% of total Holiday Package

- 18.3. Any changes to the World Cruise will trigger the loss of the deposit equal to 15% (or any other amount that is required as deposit by MSC from time to time) of the Holiday Package.
- 18.4. In case a cabin remains for single use after the cancellation of a Passenger, the Passenger occupying the cabin for single use will be asked to pay a single surcharge charged by the Company for any single cabin Booking. Alternatively, should the remaining single passenger opt to cancel the Booking, the latter will pay the cancellation charges in accordance with clause 0 in addition to the Insurance Premium.
- 18.5. Please note that the following will be dealt with as a cancellation made on the date of departure, where the Passenger: -
- 18.5.1. does not board the vessel at the date and time at which they were scheduled embark;
 - 18.5.2. attempts to board the vessel at a different port or stop than the port where they were scheduled to embark;
 - 18.5.3. fails to produce the required Travel Documentation as per clause 7; and/or
 - 18.5.4. does not check in and/or board the vessel before the cut off time prescribed for check-in or embarkation as indicated in the Cruise Ticket or as varied through communication by MSC.
- 18.6. Where the Passenger fails to timeously pay for their Holiday Package, MSC is entitled to treat this as a cancellation by the Passenger with the relevant cancellation fees applicable terms of clause 0.
- 18.7. No refund will be considered, made or permitted if the Passenger terminates the Cruise after embarkation or while the Cruise is in progress for whatsoever cause, or is disembarked pursuant to clauses 9, 10 and 22. No refund will be considered, made or permitted if the Passenger terminates the Cruise after embarkation or while the Cruise is in progress for whatsoever cause, or is disembarked pursuant to clauses 9, 10 and 22.
- 18.8. The Passenger may request the cancellation of a Combined Tour, but such a cancellation shall always apply to the whole Holiday Package. All the relevant time limits run from the scheduled date of departure of the first Cruise of the Combined Tour.
- 18.9. Without any guarantee, warranty or representation being made by MSC, it may be possible for the Passenger to claim any cancellation charges from their travel insurance provider, subject to any applicable deductibles, exclusions, and limitations. It is the Passenger's responsibility to make such a claim under the terms of their insurance policy.

STANDARD BOOKING TERMS AND CONDITIONS WITH MSC CRUISES S.A.

19. ITINERARY / RIGHT TO CHANGE

- 19.1. The vessel is ordinarily scheduled to travel the route and stop at the ports of call at the dates and times specified in the advertised, ordinary or intended itinerary, subject to the Carrier's/Company's right to, at their sole discretion and/or that of the master of any vessel, decide whether to deviate from the advertised, ordinary or intended itinerary, to delay or anticipate any sailing, to omit or change scheduled ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels, or to perform any similar act which, in the Carrier's, Company's or master's sole discretion is deemed advisable or necessary for operational, commercial or safety reasons.
- 19.2. 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.
- 19.3. The date and/or time which the vessel is scheduled to depart, sail, stop or otherwise is not guaranteed. All dates and times are approximate only and are subject to change. 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).
- 19.4. 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.
- 19.5. If the Port from which the Passenger are scheduled to board the vessel is changed, MSC and/or the Carrier may, in its sole discretion and at its own cost (or at a cost to be arranged between the Passenger and MSC and/or the Carrier) arrange for the Passenger to be transported to the Port at which they are required to board the vessel.
- 19.6. None of the above changes constitute a change of an essential term of the Contract as per clause 20 below or a cancellation as per clause 21 below. In such circumstances neither the Company nor the Carrier will be under any liability or obligation to the Passenger including but not limited to any loss, damage, costs or expenses of whatsoever nature arising from changes contemplated in this clause.
- 19.7. MSC/the Carrier shall further not be liable for any refund, loss, damage, costs or expenses of whatsoever nature in the event of Unavoidable and/or Extraordinary Circumstances, including where:
- 19.7.1. the Passenger is required to board at a different port;
 - 19.7.2. the time or date on which the vessel is scheduled to depart is delayed or if it is unable to depart at all and is obliged to remain moored alongside a berth or at anchor;
 - 19.7.3. the vessel is unable to stop at a scheduled port or anchor or stop to permit the Passenger to go ashore or on a Shore Excursion;
 - 19.7.4. the vessel is substituted by another ship or mode of transport; and/or
 - 19.7.5. the time or date, on which the vessel is scheduled to land, is delayed.
- 19.8. The Cruise shall be deemed to have commenced when the Passenger has boarded the vessel, cleared through customs and immigration, passed through the reception formalities to board the vessel, notwithstanding when ocean navigation commences. The Cruise and Travel Route shall be deemed to have been completed when the Passenger disembarks at a final port.
- 19.9. In the case of a repositioning or other international non-coastal voyage or Cruise, or in the event of a Holiday Package with multi-modal inclusive travel, then the Cruise shall be deemed to have commenced when the Passenger has cleared through passport control and entered the international departure area in the country of their domicile or the departure point for their pre-Cruise arrangements for the commencement of travel by air, train or other means of conveyance in terms of a multi-modal Holiday Package.

20. BOOKING CHANGES MADE BY MSC

- 20.1. Arrangements for the Holiday Package are made many months in advance by the Company. The Company expressly reserves the right to change the arrangements for the Holiday before or during same, should such changes become necessary or advisable for operational, commercial or safety reasons. Changes to the vessel's itinerary, including but not limited to, changes to or omissions of one or more ports or areas on the vessel's itinerary, changes to the date and/or time of the itinerary, and/or changes to the route of travel or destination, and/or any change or cancellation of theme services, amenities, additional entertainment, special events, ancillary items and/or supplementary services, may occur from time to time for a variety of reasons including but not limited to weather or seas conditions, rescue of others at sea, medical emergencies requiring diversion, medical quarantine ashore, the instructions of port or governmental authorities and any Unavoidable and/or Extraordinary Circumstances. These changes must not be considered Booking changes giving applicability to clause 20.2 below.
- 20.2. MSC will notify the Passenger as soon as reasonably possible of any changes to their Holiday Package, which change amounts to a significant alteration to an essential term of the Contract.
- 20.2.1. Where the change is effected before the start of the Holiday Package:
 - 20.2.1.1. The notification of alteration will specify a reasonable response period by which the Passenger must notify the Company of their decision. The notification will further specify that if the Passenger fails to respond within the imparted time, the alterations will be considered to be accepted.
 - 20.2.1.2. In such circumstances, MSC will allow the Passenger to:
 - 20.2.1.2.1. accept the change; or
 - 20.2.1.2.2. In same cruise season - change the date of the Cruise to another offered by MSC, subject to the conditions of clauses 17.3.2, 17.3.4, and 17.4.
 - 20.2.2. If the Booking change is made during the performance of the Holiday Package and a significant proportion of the travel services cannot be provided

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as per the Cruise Ticket, the Company will provide suitable alternative arrangements, of similar quality or commensurate value, for the continuation of the Holiday Package, or arrangements for another Cruise at a later date subject to clauses 17.3.4 and 17.4 or – failing to do so – the Passenger shall be reimbursed of the price difference in the event that the alternative arrangements are of lower quality/value than those specified in the Cruise Ticket.

20.3. See further clause 12.2 regarding changes to cabin assignments.

21. CANCELLATIONS OF CRUISES BY MSC

21.1. The Company reserves the right to cancel any Holiday Package at any time by giving written notice to the Passenger.

21.2. To the extent permissible in law, MSC shall not be liable for any refund, compensation, loss, damage, costs or expenses of whatsoever nature which the Passenger may suffer if:

21.2.1. the cancellation is due any Unavoidable and/or Extraordinary Circumstances and/or any unusual or unforeseeable circumstances beyond MSC's and/or the Carrier's control; or

21.2.2. the number of Passengers enrolled for the Holiday Package is less than 50% (fifty percent) of the Passenger capacity of the relevant vessel.

21.3. If before or during a Cruise, MSC cancels the Holiday Package, MSC may at their sole discretion and election:

21.3.1. Refund the Passenger the amount in respect of the Holiday Cruise which has not been performed; or

21.3.2. Change the date of the Cruise to another of a similar, but not necessarily identical, class and type, sailing substantially the same route with substantially similar accommodation and facilities as on the Cruise for which the Passenger booked or of commensurate quality/value to the initial Holiday Package, subject to the provisions of clauses 17.3.4 and 17.4. Note that no Bookings or reservations will be transferred between one South African Cruise Season and another. MSC is not obliged to offer the new Holiday Package at the at the same price as the cancelled one.

21.4. Notwithstanding the above, should MSC, in its sole discretion agree to transferring the Holiday Package to another South Africa Cruise Season, the Passenger will be liable to pay to MSC any difference (if applicable) between the old Holiday Package and the new Holiday Package as well as any administrative fees applicable (see clause 17 above).

21.5. In no event shall the Company or Carrier be liable for any consequential damages or other damages as a result of such cancellation.

21.6. A change in the intended or advertised itinerary, destination, port or area, rotation of ports or destinations or any Shore Excursion, changes to or omissions of one or more ports or areas on the vessel's itinerary, changes to the date and/or time of the itinerary, and/or changes to the route of travel or destination, and/or any change or cancellation of theme services, amenities, additional entertainment, special events, ancillary items and/or supplementary services shall not constitute a cancellation of the Holiday Package, nor shall an inability or failure of the Vessel to sail from the port of embarkation or any intermediate port on or at the scheduled time or date, or at all, constitute a cancellation of the Holiday Package, as contemplated in clauses 19 and 20.

21.7. Without prejudice to the above, the Company reserves the right to reject or cancel new Bookings in terms of clause 13.

21.8. To the extent permissible in law, MSC and/or the Carrier shall not be liable for any refunds, loss, damages, costs or expenses as a result of an event or factor relating to Unavoidable and/or Extraordinary Circumstances or for acts or omissions of any persons for whom MSC and/or the Carrier is not responsible, or where MSC is required to cancel the Holiday Package.

22. PASSENGER'S RESPONSIBILITY

**Further terms applicable to the Passenger's Responsibility can be located in the Contract of Carriage and the Guest Conduct Policy as available on MSC's Official Website at www.msccruises.co.za, and can be made available upon request.*

For the Contract of Carriage, please visit <https://www.msccruises.co.za/conditions-of-carriage> and for the Guest Conduct Policy, please see <https://www.msccruises.co.za/-/media/zaf/policy/guest-conduct-policy.pdf>

22.1. In addition to those obligations as otherwise set out in MSC's Passage Contract, the Passenger is required to:

22.1.1. follow the instructions and orders of the master and/or officers while onboard, as well as those terms and conditions of MSC's Passage Contract and those other rules, policies, instructions, mandates or as otherwise issued by MSC and/or the Carrier from time to time;

22.1.2. have received all of the necessary medical inoculations prior to the Cruise, and have in their possession all Travel Documents and any other documents necessary for the scheduled ports of call, which documents must be valid from the commencement of the Holiday Package and for the duration of the enter Holiday Package, as detailed in clause 7 and/or as otherwise required;

22.1.3. not bring any animals onboard whatsoever, except unless permitted in terms of clause 11;

22.1.4. not sell and/or purchase any type of commercial services from other Passengers or travel operators, including but not limited, shore excursions, which are not officially offered by the Company or its advertised service providers or independent contractors. MSC and/or the Carrier shall not accept liability for any refund, loss, damage, cost, expense and/or otherwise to any Passenger in respect of any breach of this clause;

22.1.5. obtain a valid ticket directly from an air Carrier suitable for and in time for travel to the vessel (and including all local transfers, which the Passenger must arrange), as necessary, if the Passenger's Booking with the Company does not include flights, it is the Passenger's responsibility to. The Company shall not be responsible for any liabilities arising in respect of flights or transfer arranged by the Passenger;

22.1.6. not bring onboard the vessel any illegal drugs or other controlled substances (a drug or other substance that is tightly controlled by the government because it may be abused or cause addiction) including but not limited to medical marijuana.

22.2. In addition to those acknowledgements and agreements as set out in MSC's Passage Contract, the Passenger acknowledges and agrees that:

22.2.1. the master and/or onboard officers are entitled and have authority to inspect any person onboard, any cabin, baggage and belonging for safety, security or other lawful reasons, and the Passenger hereby agrees to such search;

22.2.2. illegal drugs, controlled substances and/or prohibited goods may be confiscated and reported to the appropriate authorities;

22.2.3. any attempt to bring illegal drugs, controlled substances and/or prohibited goods onboard may lead to denial of boarding or prevention from boarding or re-boarding the vessel, or may lead to disembarkation;

22.2.4. they are physically and mentally fit to undertake the Cruise;

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- 22.2.5. MSC, the Carrier and/or the master have the right of refusing the embarkation or to order the disembarkation of any Passenger, should they deem it necessary for the safety and/or security of the Passenger, of the other Passengers, the crew or of the vessel, or where the Passenger's conduct, in the reasonable opinion of the MSC, the Carrier and/or the Master, is likely to endanger or impair the comfort and/or enjoyment of other Passengers onboard;
- 22.2.6. their behaviour must not affect and/or reduce the safety, peace and enjoyment of the Cruise by other Passengers, and shall not violate the provisions of the Passage Contract, as well as the Guest Conduct Policy, which is available 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; and
- 22.2.7. it is strictly forbidden for Passengers to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles onboard any vessels which could be dangerous for the safety of Passengers and/or the vessel.
- 22.3. MSC and/or the Carrier shall not accept liability for any refund, loss, damage, cost, expense and/or otherwise to any Passenger in respect of any breach or non-compliance by any Passenger of the provisions of this clause 22 and of any of their obligations in terms of the Passage Contract, and any Passenger shall indemnify MSC and the Carrier against any loss, damage, cost, expense and/or otherwise occasioned to MSC, the Carrier, or any of their suppliers and/or to other Passengers, the vessel, by such breach or non-compliance.
- 22.4. Passengers shall be liable for any loss, damage or otherwise suffered by MSC, the Carrier and/or any supplier of any service which forms part of the Holiday Package, which occurs as a result of the Passenger's failure to comply with any provision of the Passage Contract. In particular, the Passenger shall be liable for all damages caused 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 Passenger which MSC, the Carrier and/or any supplier of any service which forms part of the Holiday Package may be liable to pay.
23. **ONBOARD ACCOUNTS**
- 23.1. During the Cruise the Passenger may make purchases from the onboard shops, restaurants, bars and other outlets.
- 23.2. When boarding the vessel, Passengers will receive an identity card ("**Cruise Card**") which links to the Passenger's onboard account and is used to pay for any onboard purchases. The vessel is a cashless environment and when making on board purchases, the Passenger will do so using the Cruise Card. The onboard casinos only accept cash for gambling purposes.
- 23.3. All of the Passenger's onboard purchases are recorded on an onboard account opened or activated in the Passenger's name. The Cruise Cards of other Passengers may be linked to a single onboard account. Passenger must go to the relevant counter on the ship to open or activate their onboard account and where applicable link another Passenger(s) to the account.
- 23.4. The onboard account may be in either a local or foreign currency, dependent on the specific itinerary of the Cruise. Passengers can confirm the currency applicable to the onboard account prior to departure.
- 23.5. Before the Passenger can start making purchases using the Cruise Card, the Passenger can authorise MSC to link their credit card to the onboard account, either before or during the Cruise, alternatively, during the Cruise, the Passenger can deposit a minimum amount as determined by MSC onto their onboard account with cash or debit card. In terms hereof:-
- 23.5.1. **Credit Cards**
- 23.5.1.1. Where the Passenger uses a credit card, the Passenger will be required to give MSC their credit card account details and authorise MSC to request their bank to authorise charges for the onboard purchases to the credit card up to a specific amount determined by MSC from time to time, which amount may be increased dependant on the Passenger's spending and further authorisations;
- 23.5.1.2. The amounts which the bank authorises MSC to charge to the Passenger's credit card referred to in clause 23.5.1.1 are not deducted from the credit card account but are placed on hold by the bank typically for a period of up to 30 Business Days after the Cruise has ended so that there are funds available to pay to MSC the amount of the onboard account;
- 23.5.1.3. Please note that the only amount which is deducted from the Passenger's credit card will be the amount reflected in the invoice.
- 23.5.2. **Cash or Debit Cards**
- 23.5.2.1. Should the onboard purchases exceed the deposit paid, the balance due on the account must be settled in cash and/or via credit/debit card (at the exchange rate applicable to the specific itinerary of the Cruise) before disembarking the vessel, alternatively should the deposit exceed the actual onboard spending, the balance must be requested as a refund on board at the Reception/ Accounting desk before disembarking the vessel. MSC will not be liable for any refund, damage, loss, costs or expenses suffered as a result of the Passenger not having obtained payment out of the credit balance of their onboard account before disembarking the vessel and the onus will rest with the Passenger to recover any funds due to them from their bank, where possible to do so.
- 23.5.3. On the last night of the Cruise, MSC will endeavour to deliver 2 (two) copies of an invoice for the onboard account transactions to the Passenger's cabin for the Passenger to check. One copy must be signed and returned to the accounting office on board and the other can be retained by the Passenger for their own records.
- 23.6. The full amount due for onboard purchases must be paid before the Passenger disembarks at the end of the Cruise.
- 23.7. When buying beverages on the vessel, an amount of 15% (fifteen percent) of the cost per purchase will be added to the bill as a service charge.
- 23.8. The Cruise Card may not be used pay for any activities which the Passenger participates in when leaving the vessel, except for beverages that can be purchased on MSC's private island destinations subject to the conditions of the particular private island.
- 23.9. All items purchased onboard may be subject to their own purchase policy or terms and conditions relating to the specific item purchased. MSC is not liable for any loss, damage, costs, injury, illness, harm, death or otherwise which the Passenger may suffer or incur as a result of any onboard purchase. MSC is not liable for, and makes no representations regarding onboard purchases, including as to the conditions or suitability thereof. The Passenger is thus responsible for ensuring that all onboard purchases are, among other things, in good condition, in working order and of the desired quality or otherwise, at the point and time of purchase or at the very least, before leaving the vessel.

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24. **PUBLIC HEALTH AND QUESTIONNAIRES**

- 24.1. MSC and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. In addition to any health and safety measures that MSC and/or the Carrier may adopt, the Passenger shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness, H1N1 and COVID-19. MSC and/or the Carrier may deny embarkation to any Passenger that they consider in their sole discretion to have symptoms of any illness, including viral or bacterial illnesses, including but not limited to Norovirus, H1N1 and COVID-19. Refusal by a Passenger to complete the questionnaire may result in denied embarkation, which will be treated in line with clause 18.
- 24.2. Where Passengers become ill during the Cruise with a communicable illness, MSC and/or the Carrier have the right to implement any public health control measures. The onboard doctor may require the Passenger to remain in their cabin in line with protocols such as those of the World Health Organisation and other health authorities.

25. **FOOD ALLERGIES**

- 25.1. Passengers are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Passenger has any known allergies, or is intolerant to any food, they are required to inform MSC at the time of Booking (by duly filling in the appropriate form) and further to report it to the Maître d'hôtel as soon as possible after embarking the vessel.
- 25.2. It is the responsibility of the Passenger to ensure that they actively avoid any food that they are allergic to. MSC will take reasonable care if it is made timeously aware, in writing, of any specific food or ingredient that the Passenger is allergic to, and to assist the Passenger within reason to avoid any such food or ingredients. In the absence of the requisite notification required by clause 25.1, neither MSC nor the Carrier will not be responsible for preparing special meals for the Passenger or any other prepared meals consumed by the Passenger.
- 25.3. MSC and/or the Carrier might not be able to avoid the risk of cross-contamination during food preparation, and therefore, neither MSC nor the Carrier will be held responsible if such cross-contamination occurs.

26. **MEDICAL ASSISTANCE**

**Further terms applicable to Medical Assistance can be located in the Contract of Carriage as available on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request..*

- 26.1. 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 clause 6) and to make any additional provision in the event of requiring medical treatment and repatriation costs and expenses.
- 26.2. In compliance with the applicable International EU, Flag State, local laws or other applicable laws, there is a qualified doctor onboard and a medical centre equipped to deal with general emergencies and management of most common medical conditions. The Passenger hereby agrees, at the time of Booking, that the medical centre does not have equivalent resources to a land-based hospital, nor are there specialist medical staff or specialist medical services. Neither MSC, nor the Carrier, nor the doctor onboard shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.
- 26.3. 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 to pay for onboard medical services.
- 26.4. 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.
- 26.5. 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 admission to a healthcare facility. MSC and/or the Carrier may recommend or nominate a service provider to render any emergency, logistical and/or health/medical assistance. MSC and/or the Carrier can provide details of the service provider and the services supplied, as well as the terms and conditions relating to such service upon request to MSC. MSC and/or the Carrier will be required to share all relevant medical, logistical and other relevant information at their disposal for the services, and will reasonably ensure that the medical information shared is accurate and up-to-date, subject to the reasonable co-operation and information supplied by the Passenger (or their emergency contact or other authorised representative). In using the services of the service provider, the Passenger will be bound by:
- 26.5.1. the service provider's own terms and conditions, which shall be supplied upon request;
- 26.5.2. where applicable, the terms of any memorandum of understanding concluded between MSC and the service provider; and
- 26.5.3. any such additional or specific terms and conditions applicable to the services;
- which the Passenger agrees to be bound by. Such terms and conditions are available on request from MSC, and must be read and taken note of, including, any exclusions and/or limitations of liability, indemnifications or any other special terms or conditions that apply, or which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided.
- 26.6. Those terms set out in clauses 15.4 to 15.8 shall similarly apply, as the context allows, in the case of service providers providing any emergency, logistical and/or health/medical assistance.
- 26.7. Neither the Carrier nor MSC make any representation or accept any responsibility regarding any logistical, medical, or otherwise quality of the available medical facilities or treatments at any port of call or at the place at which the Passenger is landed. Medical facilities and standards vary from port to port.

27. **MEDICAL EQUIPMENT**

**Further terms applicable to Medical Equipment can be located in the Contract of Carriage as available on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.*

- 27.1. Passengers must contact the manufacturer or supplier to ensure that any medical devices or equipment that they are intending to bring on board are safe to use. It is the responsibility of the Passenger to arrange delivery of all medical devices or equipment to the port prior to departure and to notify MSC prior to Booking if they require medical devices or equipment on board, in order for MSC and the Carrier to ensure that the medical devices can be carried safely.
- 27.2. It is the Passenger's responsibility to ensure that medical devices or equipment are in good, working order and to ensure that the medical device 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

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equipment may be restricted and costly.

- 27.3. The Passenger is responsible for any costs involved in replacing or repairing their personal medical equipment.
- 27.4. Passengers must be able to operate all equipment, unless they are accompanied by another person who is capable of operating same.

28. **TENDER BOATS**

- 28.1. Tender boats and similar crafts are used to transport 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 can be hazardous and Passengers must carefully consider their own age and/or any physical limitations before electing to participate in any such transport, convey, travel or otherwise.
- 28.2. Any person embarking, disembarking and utilising the tender or any similar craft for transport, convey, travel or otherwise does so entirely at their own risk.
- 28.3. Carriage by tender or any similar craft may be refused by the master or any of his officers if there is any concern as to the safety of any Passenger. Such refusal is in the interests of the relevant Passenger and shall not warrant a cancellation, change or otherwise, which gives rise to a refund, compensation, liability or otherwise.
- 28.4. Passengers may need to navigate a gap between the platform and the tender (or any similar craft), which can be approximately 1.5ft. Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day, through the transport, convey or travel, or during embarkation or disembarkation, or otherwise.
- 28.5. Passengers must be fit and independently mobile enough to embark and disembark the tender or any similar craft, and must take extra care when stepping on and off the tender or any similar craft. There will be crew members there to guide and steady Passengers as they embark and disembark but the crew cannot support, lift or carry Passengers at any time – in the interests of the safety of the Passengers and the crew.
- 28.6. If Passengers have impaired mobility, or use a mobility aid (such as, a walking stick), they must carefully consider their ability to embark and disembark the tender or any similar craft safely before proceeding. Passengers must also take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender or any similar craft, and the potential sudden movement of the tender or any similar craft, and of the terms of this clause 28 when making their decision.
- 28.7. Wheelchairs, mobility scooters or other devices used for mobility/comfort, as well as the Passenger themselves, will not be carried by the crew into the tender, for the safety of both the crew and the Passenger.
- 28.8. The use of a tender or similar craft may be subject to:
 - 28.8.1. separate terms and conditions (where applicable);
 - 28.8.2. where applicable, the terms of any memorandum of understanding concluded between MSC and/or the Carrier and a service provider, where the carriage by the tender or any similar craft is provided by a service provider;
 - 28.8.3. agreeing to any further terms and conditions applicable to the use of a tender or similar craft; and/or
 - 28.8.4. any such additional or specific terms and conditions applicable to the use of the tender or similar craft;which the Passenger agrees to be bound by entering or utilising the tender or any similar craft for transport, convey, travel or otherwise. Such terms and conditions are available on request from MSC, and must be read and taken note of, including, any limitations or exclusions of liability, any indemnifications of MSC and/or the Carrier or another party, or any other special terms or conditions that apply, or which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided.
- 28.9. Although MSC has taken reasonable safety and security precautions, MSC and/or the Carrier will not be liable for any injury to, or the death of, any persons or for the damage to, or destruction or loss of, any property from any cause whatsoever and by whomsoever caused, directly or indirectly, related to a tender or any similar craft or the transport, convey, travel or otherwise thereon, to the extent permitted in law.

29. **DATA PROTECTION**

**Further terms relating to Data Protection can be located in MSC's Privacy Policy, as available on MSC's Official Website at <https://www.msccruises.co.za/privacy> and can be made available upon request.*

- 29.1. MSC processes, including, collects, uses and discloses personal information in order to perform its business functions and activities, including the making and managing of any Booking. In processing personal information, MSC does so in terms of its Privacy Policy, which is available at MSC's Official Website at www.msccruises.co.za/privacy and can be made available upon request.
- 29.2. By engaging with MSC and providing personal information to MSC, the Passenger and/or any person acting on behalf of the Passenger accepts and consents to the terms of its Privacy Policy, and authorises MSC to process their personal information. If there is concern about any parts of the Privacy Policy insofar as it relates to personal information, the Passenger and/or any person acting on behalf of the Passenger must not engage with MSC, use the Official Website or any of the Company's services/products.
- 29.3. MSC processes the personal information of minors but only with the consent of a legally competent person, unless otherwise permitted by law. This information is collected to facilitate any Booking or travel with minors and to provide services to them as Passengers.
- 29.4. MSC inevitably also processes special personal information but only with the consent of the person concerned, when it is necessary for establishing, exercising or defending a right or obligation in law, for the fulfilment of the Passage Contract, and/or where compliance with the specific provisions relating to processing of specific categories of special personal information as set out in the relevant data protection laws have been met.
- 29.5. It is agreed that MSC may use the information which is shared with it to provide Passengers with marketing material including relating to the Cruises, Additional Services and theme cruises which MSC has on offer from time to time or promotes from time to time. Herein we advise that marketing material will be provided to Passengers on a consent basis and they can provide their consent on an "opt in" and revoke their consent on an "opt- out" basis.
- 29.6. In some instances, MSC will collect personal information from a third party, such as from a family member, travel agent, group organiser, theme cruise organiser or charterer. Where this occurs, MSC will understand this to mean that the person or entity acting on behalf of the Passenger has been authorized to do so, which authority such person or entity warrants they/it have at the time of its engagement with MSC. The person or entity acting on behalf of another person warrants that they/it have obtained the consent of the Passenger, to collect, use and share their personal information with MSC in line with the terms

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of MSC's Privacy Policy.

- 29.7. The Passenger manifests ("Passenger Lists") containing personal information of the Passengers travelling on board the vessel remains the property of MSC, is confidential and we are not at liberty to disclose any personal information contained in these lists unless obliged to do so in law or for purposes recognised in law, such as, enabling MSC to perform in terms of its Contract with the Passenger.

30. **CONDITIONS OF CARRIAGE AND VARIOUS LIABILITY CLAUSES**

- 30.1. Attention is specifically drawn to the provisions of the Contract of Carriage and the conditions supplied with and form part of the Cruise Ticket. The Contract of Carriage can also be found on MSC's Official Website at <https://www.msccruises.co.za/conditions-of-carriage> and can be made available upon request.
- 30.2. Any relevant carriage by means of other forms of transport such as air, rail, road or river provided by third party service providers (whether in terms of any Holiday Package, Shore Excursion, or otherwise) which will be undertaken subject to their own terms and conditions of contract or carriage, or will be subject to other domestic or international conventions, legislation or regulations, which may include substantive provisions for the limitation of that specific Carrier's liability.
- 30.3. The Passenger must carefully read all of the terms and conditions of the Contract of Carriage as they will be bound by those terms and conditions. The provisions relating to the liability of MSC and/or the Carrier and to their entitlement to limit or exclude that liability, or any indemnification of MSC and/or the Carrier, are of particular importance. Some of the relevant clauses that we wish to bring to attention are the following (this is not an exclusive list and all terms of the Contract of Carriage must be read carefully): -
- 30.3.1. Clause 8 – Luggage and Personal Property;
- 30.3.2. Clause 9 – Minors;
- 30.3.3. Clause 10 – Animals;
- 30.3.4. Clauses 11 to 13 – Medical Devices, Disabled Passengers and Passengers with Reduced Mobility, Medical Assistance on Board the Ship and Fitness to Travel;
- 30.3.5. Clause 16 – General Conduct;
- 30.3.6. Clause 17 – Unavoidable and/or Extraordinary Circumstances;
- 30.3.7. Clause 18 – MSC and/or the Carrier's liability where the Athens Convention and/or EU Regulation 392/2009 does not apply. This will be the liability clause that will generally be effective where a Booking has been made in South Africa, for a Cruise to or from a South African Port. Where applicable, the Passenger needs to take careful note of its content and the limitations of liability;
- 30.3.8. Clause 19 – MSC and/or the Carrier's liability where the Athens Convention and/or EU Regulation 392 /2009 does apply. This will generally only be the liability clause that will be effective where the Cruise Booking or Contract of Carriage has been concluded elsewhere other than South Africa (particularly in Europe), or where a Port to or from which the Cruise will travel has local laws that make the Convention, including its limitation provisions applicable;
- 30.3.9. Clause 20 – Carriage by Third Parties;
- 30.3.10. Clause 21 – Emotional Distress;
- 30.3.11. Clause 24 – Claims and Notice.
- 30.4. These STCs similarly contain provisions relating to the liability of MSC and/or the Carrier and to their entitlement to limit or exclude that liability, or contain any indemnification of MSC and/or the Carrier. These relevant clauses have been marked for specific attention at clause 1.
- 30.5. MSC/the Carrier shall further not be liable for any refund, loss, damage, costs or expenses of whatsoever nature in the event of Unavoidable and/or Extraordinary Circumstances.
- 30.6. MSC and/or the Carrier shall not be liable for any refund, damage, loss, costs or expenses suffered as a result of any non-compliance with the Passage Contract but either the Passenger or their representative.

31. **THEME CRUISES**

- 31.1. From time to time, theme cruises will take place on board the vessel in terms whereof an independent theme organiser will organise and host either a closed or open theme where elements of the on-board experience are tailored towards the specific theme. Passengers will pay an additional fee in respect of these theme services, such as, an entertainment fee, organiser levy and/or the like.
- 31.2. At all relevant times, the theme organiser is solely responsible for anything related to the theme services, including but not limited to, any changes or cancellation thereof irrespective of whether such change or cancellation is at the instance of MSC and/or the Carrier.
- 31.3. The theme services will be subject to the further terms relating to the theme services of the theme organiser.
- 31.4. MSC and/or the Carrier may at any time be required to change an itinerary and make necessary accommodations in order to allow, alter, limit or cancel any theme services. This includes, changing any element of the theme services, changing a theme from an open to a closed theme and *vice versa*, changing a non-theme cruise to a theme cruise and *vice versa*, and the like. Any such change or cancellation shall in no way affect the Passage Contract concluded with MSC, and does not constitute a change in terms of clause 20.2 or a cancellation in terms of clause 21.
- 31.5. MSC and/or the Carrier make no representations, endorsements, warranties or otherwise in respect of any theme organiser and/or any theme services.

32. **THIRD-PARTIES AND MSC'S LIABILITY**

- 32.1. In any instance where a third-party acts as the agent of the Passenger (including but not limited to, the Passenger's travel agent, charterer, group organiser, theme cruise organiser and/or otherwise), or where MSC simply acts as the agent of the Passenger in contracting with a third-party (including but not limited to where MSC books pre-Cruise and post-Cruise arrangements and Shore Excursions on the Passenger's behalf), MSC shall not be considered as forming a part of the supply chain in the provision of the specific goods or services concerned. In such instances, MSC only acts as authorised agent of the Passenger.
- 32.2. In all such instances, the goods or services provided to the Passenger by the relevant third-party will be subject to the third-party's own terms and conditions, to which the Passenger agrees to be bound by when engaging and/or contracting with such third-party. Such terms and conditions must be read and taken

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note of, including, any limitations or exclusions of liability, any indemnifications of MSC and/or the Carrier or another party, or any other special terms or conditions that apply, or which may exist by contract or by application of any incorporated International Conventions and/or local legislation or regulations applicable where the services are provided.

- 32.3. MSC shall not be liable for any action, omission, default, damage, loss, injury, death or otherwise suffered as a result of any third-party, without limitation. Any claim in respect of any action, omission, default, damage, loss, injury, death or otherwise must be directed to the third-party concerned.

33. **REFUNDS**

- 33.1. Refunds shall be made as specified herein or in terms of the Company's refund policy. Those terms and conditions contained in MSC's refund policy at the time of a refund request will apply to the refund.
- 33.2. All refunds will be made in the same manner in which the payment was made.

34. **COMPLAINTS**

- 34.1. Where a Passenger has a complaint regarding their Cruise, Holiday Package and/or with the service of MSC, the Passenger must report such complaint as soon as reasonably possible and where reasonably possible, must provide the necessary proof or documentation in support of their complaint in order for MSC to appropriately address such complaint. Failure to report the complaint timeously and to provide the requisite proof or documentation may result in the complaint not being properly investigated or addressed, and this may affect the Passenger's rights and limit the recourse or compensation available (if any).
- 34.2. Any Passenger with a complaint whilst on a Cruise must immediately bring it to the attention of the Cruise staff onboard – this includes any complaint regarding onboard purchases. If the Cruise staff are unable to resolve the problem, any complaint should be notified in writing to the Company within 1 (one) month of the termination of the Cruise. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it.
- 34.3. Complaints relating to any other part of a Holiday Package must be made promptly to the Company, where the Company is responsible, or to the third-party supplier, where they are responsible.
- 34.4. In the event of luggage or personal effects being lost or damaged, Passengers are required to immediately report such damage to MSC and complete the necessary documentation, in writing, before or at the time of disembarkation, in order to start the resolution process as soon as reasonably possible.
- 34.5. Where applicable, complaints under EU Regulation 1177/2010 concerning accessibility, cancellation or delays must be made to MSC within two (2) months from the date the service was performed. The Carrier and/or MSC shall respond within reasonable time, and the Passenger shall provide such further information as may be required by MSC to address the complaint.
- 34.6. Any complaints received by MSC will be duly considered, and MSC may take any remedial action which it, in its sole discretion, deems necessary, informed by its policies and mandates, accepted industry standards, as well as the CPA and/or other relevant legislation.

35. **COMPENSATION POLICY**

- 35.1. Where compensation is offered by MSC or where compensation is claimed by the Passenger, such compensation will be considered in line with the Company's compensation policy.
- 35.2. This policy has been implemented globally to ensure that Passengers are compensated on a fair, reasonable and consistent basis as determined within the policy.
- 35.3. Nothing contained in this clause 35 shall give rise to an expectation of compensation.

36. **GENERAL**

- 36.1. These STC's shall be governed by the law of the Republic of South Africa, unless indicated otherwise.
- 36.2. The headings of the clauses in this Agreement 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 these STCs nor any clause hereof.
- 36.3. Any expression denoting one gender, shall include the other genders.
- 36.4. The singular shall include the plural and vice versa.
- 36.5. Any expression indicating natural persons shall import and include artificial or juristic persons.
- 36.6. Nothing contained in the Passage Contract is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations terms of any law, regulation or otherwise.
- 36.7. Any reference to legislation is to that legislation as may be amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 36.8. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 36.9. Reference is made to MSC's Official Website throughout these STCs, which reference often correspond with a hyperlink to a specific landing page on MSC's Official Website. Any landing page and/or specific hyperlink is subject to change from time to time, and could be located on a differing landing page and/or specific hyperlink, 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 landing pages and/or specific hyperlinks, or these can be made available upon request to MSC. Any reference to MSC's Official Website is deemed as a reference to the entire Official Website, notwithstanding the inclusion of reference to any specific landing page and/or specific hyperlink. MSC will not be liable for any refund, loss, costs or damages which the Passenger may suffer or incur in relation to reliance and/or reference to any incorrect and/or updated landing page and/or specific hyperlink.
- 36.10. Each of the terms herein shall be separate divisible terms and if any term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms, nor the Passage Contract as a whole.
- 36.11. Should there be any conflict within the Passage Contract, the STCs and Contract of Carriage will take precedence.
- 36.12. MSC may, in its sole discretion, amend the Passage Contract and other terms and conditions, such as, for Special Services and Shore Excursions, from time to

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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. 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.

- 36.13. The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word/s "including" or "includes" or "in particular" or "inter alia" or "such as" (but to mention a few) and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 36.14. No indulgence, extension of time, relaxation or latitude which MSC may show, grant or allow shall constitute a waiver of any of MSC's rights and MSC shall not be prejudiced or estopped from exercising any of its rights, which may have arisen in the past or which might arise in the future.
- 36.15. No variation of any of the terms thereof, shall be of any force or effect, unless in writing and where necessary, signed by MSC.