

TERMS AND CONDITIONS FOR SHORE EXCURSIONS AND SPECIAL SERVICES

Online Booking Terms & Conditions for Shore Excursions

Please read these terms and conditions carefully before booking a place on an excursion. Please note that if English is not your main language then it is your obligation to ensure that you have clearly understood these terms and conditions for online booking of shore excursions before ticking the appropriate box confirming that you have read and understood them.

As used herein "MSC", "us" or "we" means MSC Cruises S.A., and its or their affiliates, subsidiaries, parents and/or vessels. Shore excursions are owned, operated, organized and provided by third independent contractors. MSC does not own, operate or organize the shore excursions offered on this website or onboard. MSC merely sells tickets for these shore excursions as a convenience to passengers. Therefore, you accept that by purchasing or booking shore excursions through this web site or onboard any MSC vessel, you will be entering into a contract with the owner and operators of the shore excursion.

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

MSC has no control over the way the owners or operators of the shore excursions provide their services. Owners or operators of shore excursions available for purchase on this website or onboard any MSC vessel have represented to MSC that they carry out their duties in accordance with accepted standards of behavior. MSC undertakes to make no independent assessment of the safety or security of any shore excursion nor of the owners or operators of such excursions.

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

MSC will not be responsible for possible variations to the program due to local holidays and/or closing

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

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

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

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

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

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

You or any member of your booking may be prevented from participating in an excursion (whether pre-booked or not), if it is determined that you or any member of your booking is unsuited to

undertake the excursion, or if you or they appear to be under the influence of drugs or alcohol. In the event that you are prevented from undertaking the excursion for any of these reasons then you may not be entitled to any refund of the cost of the excursion booked.

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

If you book the shore excursion before cruise commences, the full payment will be debited on your board account at the time of embarkation. The shore excursions can be booked, modified or cancelled without penalties either up to 4 days before cruise departure, provided that MSC Cruises is notified through MSC Cruises web site either on board.

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

These Terms and Conditions are subject to the Law and Jurisdiction applicable to your cruise Booking Conditions with MSC. You may also further be subject to any specific Law and Jurisdiction in relation to any third party providers' services or goods that you have purchased and in respect of which that contract is subject to.

Once we have received and confirmed your booking, you the 'Lead Passenger' will become contractually liable for the goods and services booked. Before booking your Shore Excursion **please confirm and tick the box below indicating that you have read and understood these terms and conditions.**

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

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companies, subsidiaries and/or vessels. All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of printing. However, if there is an error we reserve the right to correct it as soon as we become aware of it or to modify prices at any time without notice including after booking.

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

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

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

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

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

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

Should you cancel or modify any service booked, you might be charged with a fee according to the type of the on-board service as specified in the service description. You agree on behalf of yourself and all member of your party who have booked any service or have reserved any of the advertised goods to be bound by these terms and conditions before booking your optional extras please confirm and tick

the box below. We will confirm your booking by issuing a confirmation receipt together with these terms and conditions by Email. We will communicate with you using the Email address you have provided at the time of booking. We will assume that your Email address is correct and that you understand the risks associated with using this form of communication.

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

These Terms and conditions are subject to the Law and Jurisdiction applicable to your cruise Booking Conditions with MSC Cruises. You may also further be subject to any specific Law and Jurisdiction in relation to any third party providers' services or goods that you have purchased and in respect of which that contract is subject to.