

BOOKING TERMS & CONDITIONS

Upon signing the Booking Form overleaf and paying the required deposit, a contract (the "Contract") will come into existence between the Carrier and each intending passenger named in the Booking Form (each of whom is a "Passenger") on the terms of these Conditions. The person signing the Booking Form warrants that he or she has the authority to bind each Passenger (including any Minor) to the Contract and indemnifies the Carrier against any loss or damage arising from a breach of that warranty.

These Conditions set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are BINDING ON THE PARTIES. These Conditions will also apply where the vessel is being used as a floating hotel and whether or not there is any carriage. You must carefully read these Conditions which set out your rights, responsibilities and limitations to make claims against the carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clause 22.

1. CONSTRUCTION AND DEFINITIONS

All references to the "Passenger" shall include the plural.

"CARRIER" means the MSC Crociere SA.

"LUGGAGE" means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the passenger or deposited with the purser for safe custody.

The "MASTER" is the Captain or person in charge of the Vessel at any given point.

"MINOR" means any child under the age of 18.

"SHORE EXCURSION" means any excursion offered for sale by the Carrier for which a separate charge is payable whether booked prior to commencement of the Voyage or onboard the Vessel.

"VESSEL" means the Vessel named in the Booking Form or any substituted vessel.

2. NON-TRANSFERABILITY, AMENDMENT AND CANCELLATION

2.1 The Carrier agrees to transport the Passenger on the specific voyage specified in the Booking Form ("the Voyage") on the Vessel. The Passenger agrees to be bound by all the terms, conditions and limitations set out in these Conditions. All prior oral and/or written agreements are superseded by these Conditions.

2.2 These Conditions cannot be amended without written and signed consent from the Carrier or its authorised representative. The Contract is valid only for the Passengers, Voyage, Vessel and dates specified in the Booking Form and is not transferable.

2.3 Otherwise than in accordance with this Contract the Carrier will not change the Contract price once the non-refundable/non transferable deposit has been received by the Carrier. The Carrier reserves the right to modify the Contract price up or down at any time to allow for variations in:

- (i) Off-Vessel transportation costs;
- (ii) Fuel costs for the propulsion and operation of the Vessel;
- (iii) Dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports.

For paragraph (i) any variation of the Contract price will be equal to the extra amount charged by the airline or land provider.

For paragraph (ii) any variation of the Contract price will be equal to 0.33% of the Contract price for every United States dollar of increase (proportional for part dollar increases) of the price of fuel per barrel (NYMEX Index) relative to the fuel price as at the date of this Contract.

For paragraph (iii) any variation of the Contract price will be equal to the full amount of the fees.

2.4 Cancellation of booking must be requested in writing (registered letter, email or fax) to the Carrier. All tickets issued and the confirmation invoice must be returned together with the written notice of cancellation. To cover the estimated loss incurred by cancellation, the Passenger must pay to the Carrier charges in accordance with the following scale: Prior to 60 days before departure – Loss of non-refundable Deposit

60 to 15 days before departure – 60% of published fare *

14 to 7 days before departure – 80% of published fare *

6 days to day of departure – 100% of published fare *

* or loss of deposit whichever is greater.

Cancellation of Shore Excursions, Transfers, Drinks or Spa Packages:

Prior to 60 days – 20% cancellation fees

After 60 days – Non refundable

3. OCCUPATION OF BERTHS AND CABINS

A Passenger shall not have the right to exclusive occupancy of a cabin with two (2) or more berths unless he has paid the Carrier's required supplement for exclusive occupation. The Carrier reserves the right to transfer the Passenger from one cabin to another and may adjust the fare accordingly. The Master or the Carrier may if it becomes advisable or necessary at any time transfer a Passenger from one berth to another.

4. MAINTENANCE DURING DELAY OR OVERSTAYING

Passengers who remain onboard after the arrival of the Vessel at its final port of destination and after Passengers have been asked to disembark will be required by the Carrier to pay for their maintenance at current rates for every night they remain onboard.

5. PREMATURE TERMINATION OF THE CRUISE

5.1 At any time before or after commencement of the Voyage and whether or not the Vessel may have deviated or have proceeded beyond the port of destination, the Carrier may by notice in writing to the Passenger or by advertising in the press or by any other suitable means terminate the Voyage if the performance or further performance is hindered or prevented by causes beyond the control of the Carrier or if the Master or the Carrier consider that such termination is necessary for the management and/or safety of the Vessel.

5.2 If the Voyage is so terminated then the Carrier will not have any liability to the Passenger other than in accordance with this Contract.

6. DEVIATIONS, CANCELLATIONS AND DELAYS

6.1 The Vessel's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.

6.2 The Carrier does not guarantee that the Vessel will call at every advertised port or follow any particular route or time schedule. The Master and the Carrier shall have an absolute right to change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation is substituted, the Carrier shall determine and arrange transportation to the substituted port at no extra expense for the Passenger.

6.3 Before the Voyage begins, the Carrier has the right to cancel the Voyage for any reason without notice if it considers that it is necessary to do so for the safety of the Vessel, or persons onboard.

6.4 The Carrier or the Master shall have the liberty to comply with any order or directions as to departure/arrival routes, ports of call, stoppages, trans-shipment, discharge or destination or otherwise given by any government or any department or by any person acting or purporting to act with the authority of any government or any department thereof or by any war risks insurer or association in which the Carrier or Vessel may be insured. Nothing done or not done under such orders or directions shall be deemed a deviation in law.

6.5 Any dates and/or times specified in any timetables or otherwise which may be issued by the Carrier are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary in the interest of the Voyage as a whole.

6.6 If the Vessel shall be prevented or hindered by any cause whatsoever from sailing or proceeding in the ordinary course, the Carrier shall be entitled to transfer the Passenger either to any other similar vessel or with the consent of the Passenger to any other means of transportation bound for the Passenger's place of destination.

7. EXTRA CHARGES

7.1 The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Carrier on the Passenger's behalf, before the end of the Voyage in any currency in general use onboard at the time of payment.

7.2 Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, Shore Excursions or any fees, charges or taxes imposed by any government agency shall be extra charges which must be paid by the Passenger unless otherwise stated as included at the time of the booking.

8. TRAVEL DOCUMENTS

8.1 The Passenger is responsible for and must comply with any governmental travel requirements, laws or regulations for all ports of call on the Vessel's itinerary. All Passengers must present for inspection the ticket for the Voyage, a valid

passport and any visa, entry or exit permit, required by any port on the Vessel's itinerary.

8.2 The Passenger, or if a Minor, his/her parents or guardian, shall be liable to the Carrier for any fines or penalties imposed on the Vessel or Carrier by any authorities for the Passenger's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.

8.3 The Carrier reserves the right to check and record details of such documentation. The Carrier makes no representation and gives no warranties as to the correctness of any documentation, which is checked. Passengers are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, customs and health.

9. SECURITY

9.1 The Passenger shall present him/herself for boarding at least two (2) hours before scheduled departure to complete any pre-boarding procedures and security inspections.

9.2 For security reasons, the Passenger agrees that agents of the Carrier may search the Passenger, his/her Luggage, and any accompanying property.

9.3 The Carrier shall have the right to confiscate any articles carried or contained in any Luggage which the Carrier, in its sole discretion, considers dangerous or pose risk or inconvenience to the security of the Vessel or persons on board.

9.4 Passengers are prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.

9.5 The Carrier reserves the right to search any cabin, berth or other part of the Vessel for security reasons at any time.

10. HEALTH AND FITNESS TO TRAVEL

10.1 The Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the Vessel or inconvenience the other passengers.

10.2 Any Passenger with a condition that may affect his/her fitness to travel must submit a physician's certificate prior to departure.

10.3 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 land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master shall have the right to take any of the following courses: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If the Vessel's doctor considers it advisable, to place or confine him/her in the Vessel's hospital or to transfer the Passenger to a health facility at any port, at the Passenger's expense (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port provided that the ship's doctor and/or Master considers that any such steps are necessary.

10.4 Where a Passenger is refused embarkation as a result of safety and/or fitness to travel, the Carrier shall not be liable for any loss or expense occasioned to the Passenger thereby, nor shall the Passenger be entitled to any compensation from the Carrier.

10.5 The Vessel has a limited number of cabins equipped for disabled persons. Not all areas or equipment on the Vessel are suitable for access to disabled persons or persons with reduced mobility.

10.6 The Carrier reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required or their need to bring medical equipment or of any other known disabilities or who in the Carrier's and/or Master's opinion is unfit or unable to travel or anyone whose condition may constitute a danger to themselves or others onboard.

10.7 Passengers who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical equipment must notify the Carrier at the time of booking. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing.

10.8 Those Passengers confined to wheelchairs must furnish their own standard size wheelchairs and must be accompanied by a travelling companion fit and able to assist them. The Vessel's wheelchairs are available for emergency use only.

10.9 Any Passenger who embarks, or allows any other Passenger for whom he or she is responsible to embark, when he

or she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard or for any reason is refused permission to land at his/her or her port of destination shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

10.10 Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who will be up to 23 weeks pregnant at the end of the Voyage are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the Voyage.

10.11 Failure to inform the Carrier and the Vessel's doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger.

10.12 The Vessel's doctor is not qualified to deliver babies onboard or to offer pre or post natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant Passengers are referred to the section herein headed "Medical Treatment" for information regarding the medical facilities onboard.

11. PASSENGER'S CONDUCT

11.1 The safety of the Vessel and all those onboard is of paramount consideration. Passengers must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and passengers, the terminal facilities and immigration requirements.

11.2 Passengers must at all times conduct themselves in a manner which respects the safety and privacy of other persons onboard.

11.3 Passengers must comply with any reasonable request made by any member of staff, the Master or his/her officers.

11.4 All Passengers must take care for their safety whilst walking on outside decks. Passengers and children should not run around the decks or other parts of the Vessel.

11.5 Passengers' Luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given from the staff. Unaccompanied Luggage may be removed and/or destroyed.

11.6 The Passenger shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Passenger strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, fine or penalty arising from such breach. The Passenger may also be liable for statutory fines and/or penalties.

11.7 In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessel. In compliance with this regulation and in order to guarantee the above standards, during embarkation a careful check control will be carried out through all Passengers' Luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician. Any local or "typical" food item purchased during the Voyage in any port of call will be collected and returned at the end of the Voyage.

11.8 The Passenger will in any event be liable for any injury, loss or damage occasioned by their breach of any of the prohibitions in these Conditions and must indemnify the Carrier against any claim in respect thereof.

12. ANIMALS/PETS

12.1 Animals and/or pets are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense.

12.2 Whilst the Carrier and/or its servants and/or agents will

take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master or Carrier is liable to the Passenger in respect of any loss or injury to the pet or animal whilst in the Carrier's possession/custody.

13. ALCOHOL

13.1 Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Passengers are not permitted to bring onboard any such drinks for use during the Voyage, whether for consumption in their own cabins or otherwise. Alcoholic drinks in any form will not be sold to Minors during the cruise. When the itinerary includes a port located in the U.S.A the same conditions will apply for any Passengers under the age 21.

13.2 The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Passengers.

13.3 The Carrier and/or its servants and/or agents may refuse to serve a Passenger alcohol or further alcohol where in their reasonable opinion the Passenger is likely to be a danger and/or nuisance to himself/herself, other passengers and/or the Vessel.

14. MINORS

14.1 The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian. Adult Passengers travelling with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages or participate in gambling. When the itinerary includes a port located in the U.S.A. the same conditions will apply for any Passengers under the age of 21.

14.2 Minors onboard must be supervised by a parent or guardian at all times and are welcome at the activities onboard or at Shore Excursions provided that a parent or guardian is present. Minors cannot remain onboard if their parents or guardians go ashore.

14.3 The adult Passengers shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor Passenger in the care of the adult.

14.4 Minor Passengers are subject to all the terms contained in the Conditions.

15. MEDICAL SERVICES BY INDEPENDENT CONTRACTORS

15.1 Medical services are available on board the Vessel as a convenience to the Passenger. The Vessel's doctor and medical personnel are independent contractors and are entitled to charge Passengers for hospitalisation, any medical services and medicines provided. The Vessel's doctor and medical personnel are not under the Master's control for treating Passengers, and the Carrier shall not be liable in any way for medical services or medicines provided or not provided.

15.2 Medical facilities onboard and in the various ports of call may be limited. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand for any costs incurred by the Carrier, its servants or agents. Passengers who by reason of illness or through any other cause require special or extra accommodation or special or extra attention during the course of the Voyage will be charged accordingly.

16. MEDICAL TREATMENT

16.1 It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary during the Voyage.

16.2 The Vessel's doctor is not a specialist and the Vessel's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

16.3 In the event of illness or accident, Passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

16.4 Passengers are advised to ensure that their insurance covers medical treatment, including any emergency repatriation costs.

16.5 Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards.

17. OTHER INDEPENDENT CONTRACTORS

The Vessel carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The limitations referred to in clauses 22 shall apply to all independent contractors.

18. SHORE EXCURSIONS

Hotel accommodation and all transport (other than the Carrier's Vessel) included in Shore Excursions, are operated by independent contractors even if sold by agents or organisers on board the Vessel. The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

19. PASSENGER'S LUGGAGE & PERSONAL PROPERTY

19.1 Each Passenger is permitted to carry on board two (2) suitcases and two (2) pieces of hand luggage. The Passenger agrees to pay the Carrier's current rate for any excess luggage.

19.2 Passenger's luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge.

19.3 The Carrier shall not be responsible for any fragile or perishable property carried by the Passenger.

19.4 No animals or birds are permitted on board, except assistance dogs licensed to Passengers with disabilities providing the Carrier has given its separate consent at the time of booking. The Passenger shall have full responsibility for such dogs.

19.5 Passengers with their own wheel chairs must check that suitable accommodations are available at the time of booking, and a written addendum must be signed by the Passenger and Carrier and added to the Ticket and this Contract.

19.6 All Luggage must be securely packed and distinctly labelled. The Carrier shall not be liable for loss, damage or delay in delivery of any Luggage, if Luggage is not sufficiently labelled.

19.7 The Carrier shall not be liable for loss or damage to Passenger's Luggage or property while in the custody or control of stevedores or other independent shore side contractors.

19.8 All Luggage must be claimed upon arrival of the Vessel at final port or it will be stored at the Passenger's risk and expense.

19.9 The Passenger shall not be liable to pay or receive any general average contribution in respect of Luggage or personal effects or property.

19.10 The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any Luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have been become due by the Passenger to the Carrier or to its servants, agents or representatives.

20. PASSENGERS' LIABILITY FOR DAMAGE

The Passenger shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its furnishings or equipment or any other property of the Carrier caused by any wilful or negligent act or omission by the Passenger or any person for whom the Passenger is responsible including, but not limited to, Minors travelling with a Passenger.

21. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL

21.1 The Carrier shall not be liable for any loss, injury, damage, or inability to perform the Contract or the Voyage arising from any Force Majeure circumstances.

21.2 In this Contract "Force Majeure circumstances" means any act, event or cause which is beyond the reasonable control of the Carrier and which directly or indirectly results in the Carrier being prevented from or delayed in performing any of its obligations under this Contract. Examples of Force Majeure circumstances include but are not limited to war, terrorism - actual or threatened, fire, natural disasters, perils of the sea, acts of God, labour strikes, bankruptcy, and failure of subcontractors to perform.

BOOKING TERMS & CONDITIONS (CONTINUED)

22. LIABILITY

The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the Passenger, or loss or damage to Luggage shall be subject to the following limitations and shall be determined in accordance with the following:

22.1 Subject to this Article, the Carrier will in no circumstances be liable for any loss or damage suffered by the Passenger including but not limited to death, personal injury, loss of or damage to Luggage or other property and any consequential or economic loss, whether or not arising from the negligence, willful misconduct or breach of contract of the Carrier, its servants or agents.

22.2 Nothing in this Article shall be taken as an exclusion or modification of any term forming part of the Contract by the operation of, or any provision of, the Australian Competition and Consumer Act 2010 (Cth), the operation of which cannot by law be excluded, restricted or modified. In case of breach by the Carrier of such a term or provision, the liability of the Carrier shall be limited to the amount of money representing the cost of providing the services to the Passenger under this Contract again.

22.3 If for any reason, but only if, the exclusion of liability in Article 22.1 is declared invalid or unenforceable then the provisions of Articles 22.4 and following shall apply.

22.4 The liability of the Carrier shall be limited in accordance with the applicable limits contained in the International Convention relating to the Carriage of Passengers and their Luggage by Sea, adopted in Athens on 13 December 1974 and its 1976 Protocol, (the "Athens Convention") shall apply. Subject to Articles 22.1, 22.2 and 22.3 the provisions of the Athens Convention are hereby expressly incorporated into these Conditions. A copy of the Athens Convention is available on request and can be downloaded from the internet at www.imo.org. The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention including the full deductible under Article 8(4) of the Athens Convention. The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46,666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1976 Protocol. Liability of the Carrier for loss of or damage to Passenger's Luggage or other property shall not exceed 833 SDR per Passenger. It is agreed that such liability of the Carrier shall be subject to a deductible of 13 SDR per Passenger, such sum to be deducted from the loss or damage to Luggage or other property. The Passenger understands that the conversion rate of SDRs fluctuates daily and may be obtained from a bank. If any provision of these Conditions is rendered null and void by the Athens Convention, such invalidity shall be limited to the particular clause and not to the whole of the Contract or Conditions.

22.5 The Carrier's liability in relation to death and/or personal injury is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention.

22.6 The Carrier will only be liable in relation to death and/or personal injury and/or loss of or damage to Luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect" as required by Article 3 of the Athens Convention. The limits of liability under the terms of the Athens Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Athens Convention. Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.

22.7 It is presumed under the Athens Convention that the Carrier has delivered Luggage to a Passenger unless written notice is given by the Passenger within the following periods:

- (i) in the case of apparent damage before or at the time of disembarkation or redelivery
- (ii) in the case of damage which is not apparent or loss of Luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

22.8 If the carriage provided hereunder is not "international carriage" as defined in Article 2 of the Athens Convention or the Vessel is being used as a floating hotel, the remaining provisions of the Athens Convention shall apply to this/her contract and be deemed to be incorporated herein mutatis mutandis.

22.9 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection.

(ii) Extra charges are: 1% of declared value for a Voyage 1 to 7 days; 2% of declared value for a Voyage 8 to 21 days; 3% of declared value for a Voyage 22 days and over. If the value of any Luggage or property is misrepresented, the Carrier's liability for loss or damage to the property shall not exceed U.S. \$100. (iii) The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Vessel or to attach any other asset owned, chartered or operated by the Carrier. If the Vessel is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

22.10 In addition to the restrictions and exemptions from the liability provided in these Conditions, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of or the global limitation on damages recoverable from the Carrier). Nothing in these Conditions is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servants and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

22.11 Without prejudice to the provisions of 22.1 to 22.10 above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Conditions are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

23 - EMPLOYEES/ INDEPENDENT CONTRACTORS

23.1 The Passenger agrees that all rights, exemptions from liability, defences and immunities of whatever kind referred to in this Contract which may be invoked by the Carrier shall automatically inure for the benefit of:

- (a) the Carrier's servants and agents,
- (b) the Vessel and any sister or surrogate ship, and
- (c) the owner and any charterer of the Vessel and their servants and agents.

23.2 The Passenger undertakes not to sue or bring or permit to be brought proceedings against such third parties including the Vessel, and will indemnify the Carrier in respect of all loss and damage arising from any such action being taken by any person in connection with this Contract and the Voyage. For the purposes only of the undertaking given by the Passenger in this Article the Carrier contracts as the agent and trustee of those parties intended to benefit from the undertaking.

24. EMOTIONAL/DISTRESS

No compensation is payable by the Carrier to any Passenger for any emotional stress, mental anguish and/or psychological injury of any kind save where legally recoverable against the Carrier as a result of any injury caused by an accident due to the fault or neglect of the Carrier.

25. SHORE EXCURSIONS

These Conditions, including all limitations of liability, are applicable to the Shore Excursions purchased, whether in the form of a ticket coupon or voucher, whether prior to embarkation or from the Carrier after embarkation.

26. APPLICABLE LAW

The applicable law for these Conditions of Carriage shall be Australian law.

27. JURISDICTION

27.1 All claims against the Carrier shall be brought in and be subject to the exclusive jurisdiction of the Courts of Australia.

28. NOTICES OF CLAIMS

28.1 The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by the Passenger to the Master whilst onboard the Vessel.

28.2 Notices of claim for death, illness, emotional stress or personal injury, with full particulars in writing shall be given to the Carrier and the Vessel within six (6) months (185 days) after the date such death, injury, or illness occurring. Such notice shall be sent by registered mail to:

CLAIMS DEPARTMENT,
MSC CROCIERE
VIA A. DEPRETIS 31-80133,
NAPLES, ITALY.

28.3 Notices of Claim for loss or damage to luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation. Notice shall be sent by registered mail to the address in Clause 28 (B) above.

29. TIME LIMITS FOR FILING SUIT

29.1 All claims against the Carrier or the Vessel for death, illness, emotional stress or personal injury to a Passenger or for loss or damage to luggage or other property shall be time barred as follows: All claims shall be time barred after two (2) years from the date of disembarkation as provided by Article 16 of the Athens Convention. For claims involving a Minor or an incompetent person, time shall be calculated from the date of the appointment of a legal representative. In such cases, such appointment must in any case be made within three (3) days after such injury or death.

29.2 All other actions, including any tort or breach of contract against the Carrier and the Vessel, shall be time barred after six (6) months (185 days), from the Passenger's disembarkation.

30. SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT

In consideration of his or her payment of the Contract price, the Passenger will have the option to utilize Carrier-furnished equipment and to participate in various sports and recreational activities ("Activities") on and around the Vessel and locations visited during the Voyage. The Activities may include but are not limited to tender transfers, swimming and snorkeling. The Passenger acknowledges that: (a) there are risks and dangers involved with his or her participation in the Activities, and that these are potentially dangerous Activities that can result in serious injury or death, (b) The Carrier, Master and Vessel can in no way guarantee the safety or welfare of Passengers in any Activities and that the Vessel is merely providing equipment and instruction to enhance the Passenger's enjoyment, (c) Passengers shall knowingly and voluntarily assume the risk of and shall indemnify the Carrier and the Vessel against any claims made by or on his or her behalf as a result of using the Vessel's equipment and participating in Activities, (d) Passengers shall acquire the training necessary to participate in Activities and shall follow the rules and procedures maintained by the Carrier and the Vessel, (e) The Carrier and the Vessel shall accept no responsibility for Passenger's failure to abide by governmental rules, regulations and restrictions concerning Activities, (f) The Master has sole discretion in deciding which Passengers can participate in Activities depending on his and the Vessel's doctor's assessment of their physical ability, in relation to the weather, tides and other safety considerations at the time, and (g) All Passengers may be required to sign an Indemnity and Release before being allowed to participate in any Activity.

31. PRIVACY INFORMATION

31.1 The Passenger acknowledges that in order for the Carrier and its servants or agents to provide the services contemplated by these Conditions, the Carrier and its servants or agents may from time to time collect personal information from the Passenger.

31.2 The Passenger warrants that it has obtained all necessary consents from all Passengers noted on the Booking Form to permit the Carrier and its servants or agents to process all personal information obtained and to comply with these Conditions.

31.3 The Passenger consents to the use and disclosure of personal information obtained by the Carrier and its servants or agents for purposes including:

- (i) assisting law enforcement agencies in relation to the enforcement of criminal and other laws;
- (ii) conducting the Voyage and complying with these Conditions of Carriage;
- (iii) advising immigration authorities at the various ports of call identified in the Passage Contract; and
- (iv) updating the Passenger's travel providers.

32. ERRORS, OMISSIONS AND CHANGES

Every effort has been made to ensure the accuracy of the brochure content however certain changes and revisions may take place after the printing of this brochure. It is recommended to check with the travel agent or by visiting www.msccruises.com.au for the most up to date terms and conditions.