



1.CONSTRUCTION AND DEFINITIONS

Words or phrases have been defined throughout these terms and conditions and have been underlined or made bold for your ease of reference. Any words or phrases contained herein shall bear those meanings as contained in the Standard Booking Terms and Conditions ("STCs"). Notwithstanding this, in these conditions and if applicable in this Contract of Carriage, the following words or phrases shall bear the following meanings ascribed to them –

"ADDITIONAL SERVICES" mean services other than the provision of the passage on board the cruise Vessel, provided by third party Service Providers other than the Carrier or MSC, such as, but not limited to, air flights, transfers, hotel accommodation, road or rail shore transport, Shore Excursions during the Cruise and all other services provided by third parties, whose own contractual terms and conditions shall, subject to clause 22 below, be binding on the Passenger and who act as independent contractors and for whose actions (including their negligence or that of their servants and agents) the Carrier and/or MSC have no responsibility or liability.

"CARRIER" means the Owner and/or Operators and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, or Sub-Charterer of the vessel to the extent that each of them acts as Carrier or performing Carrier and includes MSC.

"CRUISE" and/or "TRAVEL ROUTE" means the intended course and route between two or more geographic points on land or at sea that the operator of any means of transportation or conveyance operated by the Carrier or any sub-contracted or independent carrier takes or intends to take in transportation and providing the carriage in fulfilment of this or any other relevant contract of carriage or passage. The commencement of transportation on such travel or cruise route (as the case may be) shall for international travel be when the Passenger departs on an international journey, outside the borders of the Passenger's home country or country of domicile, commencing when they pass through passport control from their home country and ending when they pass back through passport control into their home country (including local connecting flights). Such commencement for domestic travel routes and Cruises shall be when the Passenger has boarded the Cruise ship at the scheduled or substituted embarkation port, has cleared customs and immigration and has passed through the reception formalities to board the ship, notwithstanding when the Vessel departs the berth and/or when ocean navigation from the port commences, if at all. The domestic Cruise and Travel route shall be deemed to have been completed when the Passenger disembarks at the final scheduled port of destination.

'DISABLED PERSON' or 'PERSON WITH REDUCED MOBILITY' (also "PRM") means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotive, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and

accommodation/adaption to their particular needs for the service made available to all Passengers.

"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 carrying Vessel at any given point and commanding of the Cruise ship.

"MINOR" means any child under the age of 18 (eighteen) in terms of the South African classification, however, this classification may differ from Port to Port and it is the responsibility of the adult Passenger to determine the specific requirements per scheduled Port.

"MSC" is MSC Crociere S.A. which is the party with whom the Passenger has entered into the Passage Contract and this Contract of Carriage for the Cruise and/or carriage on board the Vessel.

"PASSAGE CONTRACT" means the contract which the Passenger has entered into with MSC, the terms of which are evidenced by the STCs together with the Booking Confirmation, the answers to the Frequently Asked Questions ("FAQ's") (which in itself does not create obligations, duties or warranties on the part of MSC) and any other rules, instructions or mandates issued by MSC from time to time, and these terms and conditions of the Contract of Carriage, which together all form part of the Passage Contract. In the event of conflict, these conditions and the STCs will take precedence.

"TRIP" shall have the same meaning as "CRUISE" and as "TRAVEL ROUTE" and as "VOYAGE" and vice versa.

"VESSEL" means the Vessel named in the relevant Passage Contract or any substituted vessel owned or chartered or operated or controlled by the carrier.

2. AGREEMENT AND NON-TRANSFERABILITY

2.1 MSC, as the named contractual carrier, agrees to transport the person named in the Cruise Ticket ("the Passenger") on the specific voyage ("the Voyage") on named or substitute vessels.

2.2 The Passenger agrees to be bound by all the terms, conditions and limitations of this and the Passage Contract as well as all rules made and applied on board the Vessel by the Master and/or the performing carrier (if applicable). The STCs have been incorporated herein by reference.

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2.3 This Contract of Carriage cannot be amended without written and signed consent from MSC or its authorised representative. **MSC reserves the right to amend this Contract of Carriage without the written consent of the Passenger, where necessary**

2.4 The Cruise Ticket (which incorporates these terms and conditions) issued by MSC is valid only for the Passenger or Passengers for whom it is issued, for the date and Vessel indicated therein or any substitute vessel, and is not transferable.

3. CANCELLATIONS OF CRUISES BY MSC

See STCs.

4. CHANGES IN THE CRUISE, TRAVEL ROUTE OR PORTS

See STCs.

5. VISAS AND TRAVEL DOCUMENTS

See STCs.

6. OCCUPATION OF BERTHS AND CABINS

See STCs.

7. BOARDING A CRUISE AND SECURITY

7.1 The Passenger must be present at the Port from which the Passenger's Cruise is scheduled to depart at least 3 (three) hours (or as otherwise directed by MSC from time to time), before the scheduled time of departure in order to complete any pre-boarding procedures and security inspections.

7.2 The Passenger may not, without MSC's prior written consent, take any articles on-board the Cruise which MSC reasonably believes could endanger the security of the Vessel, Passengers, crew or otherwise, including firearms, ammunition, explosives and/or flammable, toxic or dangerous substances, any illegal goods and any article that can be used as a weapon. MSC, the Master and/or their officers shall have the right to confiscate any articles, in its sole discretion, considered dangerous or poses a risk or inconvenience to security.

7.3 The Passenger may not take on board any beverages or foodstuffs. If possible, any such items (including foodstuffs and beverages which the Passenger purchased at any Port at which the Vessel stops) may be retained by MSC and returned to the Passenger at the end of the Cruise, unless any such foodstuffs/beverages are perishable, in which event they will be destroyed/discarded, without compensation.

7.4 No alcohol or drugs are allowed on board the Vessel except for medication with a valid doctor's prescription.

7.5 To ensure that the Passengers comply with these restrictions or for any security or other lawful reason, before the Passenger boards the Vessel and any time thereafter, MSC reserves the right to search the Passenger and/or their belongings, luggage, cabin or otherwise.

7.6 The Passenger hereby accepts and agrees that MSC, the Master and/or their officers are entitled and have the authority to inspect any person on board, any cabin, luggage, baggage and belonging for safety, security or other lawful reasons and the Passenger hereby expressly agrees to allow and co-operate with any such search.

8. LUGGAGE AND PERSONAL PROPERTY

8.1 Each Passenger is permitted only 1 (one) bag as checked luggage on cruises of 4 (four) nights and less. 1 (One) bag per person will be accepted free of charge; any additional bags will be transported subject to space availability and at a cost of US\$ 25 (twenty five US dollars) per bag (converted into USD at the actual exchange rate), or as otherwise stipulated by MSC from time to time, which will be added to the Passenger's onboard account.

8.2 On longer cruises, Passengers are encouraged to limit their checked luggage to 2 (two) bags per person. We recommend that Passengers take smaller bags so as not to clutter the cabin area where space is limited.

8.3 Carry-on Luggage: Passengers on cruises of 4 (four) nights and less are permitted 1 (one) small carry-on bag each. Carry-on luggage may not exceed 126cm in combined length; width and height, including any handles and wheels (Length of 56 cm, width of 45 cm, depth of 25 cm).

8.4 Passengers are encouraged to limit their checked luggage to two(2) suitcases and two (2)pieces of hand luggage per person, during the positioning and re-positioning cruises, the above guidelines represent the maximum limit allowed per person, provided that, in any case, the maximum amount of luggage in each cabin does not exceed 100 kg and/or 8 pieces among all passengers in the same cabin. Prams and wheelchairs are permitted, over and above the permitted baggage allowance set out in clauses 8.1, 8.2 and 8.3 above.

8.5 When storing luggage in the Passenger's cabin, the Passenger must ensure that all exits are kept free of any obstacles.

8.6 The Passenger's luggage must be securely and properly packed and distinctly labelled with the Passenger's name and contact details. MSC shall not be liable for any loss, damage or delay in the delivery of any of the Passenger's luggage, if it is not securely and/or properly packed, and/or labelled.

8.7 MSC is not liable for any loss of or damage to the Passenger's luggage or for the loss or damage of contents of the Passenger's luggage whilst on-board the Cruise or in the custody or under the control of any Port or any other third-party Service Provider.

8.8 Unless instructed otherwise by the staff on-board a Cruise ship ("Cruise Staff"), the Passenger must not at any time leave the his or her luggage unattended. If the Passenger does so, the Cruise Staff reserves the right to remove and/or destroy such luggage, if deemed necessary in its sole discretion.

8.9 Unless the Passenger's Cruise schedule provides otherwise, the Passenger must collect their luggage at the end of the Passenger's Cruise. If the Passenger fails to do so, the Passenger's luggage will, if possible, be stored by MSC at the Port at which the Passenger's Cruise ended for a maximum period of 30 (thirty) days, after which it will be disposed of. Any proceeds of the disposal of the Passenger's luggage will be kept by MSC as compensation for storage costs. **MSC is not liable for any loss, damage or otherwise for luggage or belongings that were not collected at the end of the Cruise, irrespective of whether stored or not.**

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

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8.11 The Carrier has a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to the Carrier and/or to its servants, agents or representatives or as otherwise may be necessary

9. MINORS

9.1 Further terms and conditions relating to Minors can be located in the Passage Contract.

9.2 A Minor may not board any Cruise ship unless accompanied by an adult ("Responsible Adult"). The Responsible Adult shall be fully responsible for that Minor's conduct and behaviour.

9.3 Minors may not order or drink alcoholic beverages or participate in gambling activities on board a Cruise ship. If the Cruise ship is scheduled to stop at a Port located in the U.S.A (or any Port having similar laws), the same conditions will apply to any passengers under the age of 21.

9.4 At all times when on board a Cruise ship, a Minor must be supervised by the Responsible Adult and may participate in on board activities provided that the Minor is accompanied by the Responsible Adult.

9.5 The Responsible Adult shall be liable to MSC for any loss or damage suffered by MSC, including damage to the Cruise ship and/or damage to and/or loss of any furnishings, equipment and/or other property belonging to the Cruise ship, MSC or another person, which loss or damage is caused by the Minor.

10. ANIMALS

10.1 A Passenger is not permitted to bring any animals and/or pets on board any cruise vessel without the written consent of MSC given at the time of the Cruise Booking. Any such animals or pets brought onboard by the Passenger 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.

10.2 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, injury or death to the pet or animal whilst in the Carrier's possession/custody.

10.3 The only exception to the above prohibition is with regard to recognised assistance dogs licensed to Passengers with disabilities or PRM provided MSC has given its separate consent in writing at the time of the Booking was made and prior to the Cruise Ticket being purchased. The Passenger shall have full responsibility for such dogs. Recognised assistance dogs are subject to and must comply with national and, if applicable, EU Regulations regarding health, inoculations, training and/or travel.

10.4 It is the Passenger's responsibility to have all necessary papers and compliance in order and to check the applicable rules, regulations or otherwise relating to their assistance dog prior to the Cruise and to be satisfied that the assistance dog can be carried to all Ports of disembarkation and that the dog is not prohibited from going ashore at the various intermediate ports of call.

11. MEDICAL DEVICES, DISABLED PASSENGERS AND PASSENGERS WITH REDUCED MOBILITY

11.1 MSC and the Carrier's priority is always the comfort and safety of its Passengers and in order to achieve this the Passenger is asked at the time of Booking to provide as much detail as possible of the matters given below so that MSC and the Carrier can consider its obligation 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 including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger which may have an impact on the Passenger's safety and comfort.

11.2 The Passenger is asked to provide full details at the time of Booking if the Passenger:

11.2.1 Is unwell, infirm, Disabled or has Reduced Mobility;

11.2.2 If the Passenger 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 a wheelchair, medical equipment or any medical or mobility assistance devices (collectively referred to as "Medical Device/s") on board;

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 regulations).

11.3 Please be advised that MSC does not supply the Passenger with Medical Devices on board any Cruise. The following applies in respect of Medical Devices: -

11.3.1 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 and exclusive decision as to whether to repair or replace such device/equipment.

11.3.2 Unless MSC and/or the Carrier agree otherwise and in writing, Passengers are limited to bringing two (2) Medical Devices on board per cabin, with a total value not exceeding ZAR30,000;

11.3.3 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 devices/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;

11.3.4 Passengers must contact the manufacturer or supplier to ensure that any Medical Device they are intending to bring on board is safe to use. It is the responsibility of the Passengers to arrange delivery to the docks prior to departure of all Medical Devices and to notify MSC prior to booking if they need to have Medical Devices on board so that MSC and the Carrier can ensure that the Medical Devices can be carried safely.

11.3.5 It is the Passengers responsibility to ensure that Medical Devices are in good working order and for arranging enough equipment and supplies to last the entire voyage. The Vessel does not carry any replacement and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all equipment, unless they are accompanied by another person who is capable to operate same.

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11.4 Where MSC and/or the Carrier consider strictly necessary for the safety and comfort of the Passenger and in order for the Passenger to fully enjoy the Cruise, it may require a Disabled Passenger or Passenger with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Passenger or Passenger with Reduced Mobility. This requirement will be based entirely on MSC and/or the Carrier assessing the need of the Passenger on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Passengers confined to a wheelchair are asked to kindly furnish their own standard size collapsible wheelchair during the whole Cruise/Package and might also be requested to be accompanied by a travelling Passenger fit and able to assist them.

11.5 If the Passenger has any particular condition, Disability or Reduced Mobility which requires personal care or supervision then such personal care or supervision must be organized by the Passenger and at the Passenger's expense. MSC is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

11.6 If after careful assessing the Passenger's specific needs and requirements, MSC and/or the Carrier conclude that the Passenger cannot be carried safely and in accordance with applicable safety requirements then MSC can refuse to accept a Booking or deny the embarkation of such Passenger on the grounds of safety.

11.7 MSC reserves the right to refuse to carry any Passenger who has failed to adequately notify MSC of any disabilities or needs for assistance in order for MSC and/or the Carrier to make an informed assessment that the Passenger can be carried in a safe or operationally feasible manner on the grounds of safety; and/or has not signed the necessary addendum (available from the MSC's office at which the Booking was made).

11.8 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.

11.9 For the safety and comfort of the Passenger, if the Passenger becomes aware between the date of Booking and the date of commencement of their Cruise/Package that they will require special care, assistance or require the use of Medical Devices as detailed above, the Passenger is asked 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.

11.10 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.

11.11 In some ports, it is necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Passengers ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority. It is important that Passengers are able to use the tender safely. Passengers may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Passengers may need to navigate a gap between the platform and the tender (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. Passengers must be fit and mobile enough to access and disembark the tender. If Passengers have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Passengers must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters, will not be carried by the crew into the tender. All Passengers must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Master or any of his officers if there is any doubt as to the safety of any Passenger.

11.12 All Passengers must take extra care when stepping on and off the tender. There will be crew members there to guide and steady Passengers as they embark and disembark but they cannot support, lift or carry Passengers. The same precautions apply when Passengers disembark the tender in the port.

11.13 MSC may request a medical specialist's or practitioner's letter declaring that the Passenger is fit to travel before agreeing or allowing the Passenger to embark the Vessel

12. MEDICAL ASSISTANCE AVAILABLE ON BOARD A CRUISE SHIP

12.1 Limited medical services for minor medical conditions are available on board the Vessel. The doctors on board the Vessel, their nurses and assistants are independent contractors for whose actions or omissions MSC and/or the Carrier have no liability whatsoever, including for any negligence.

12.2 The Passenger acknowledges that the Cruise ship is not equipped as a hospital and the medical personnel are not specialists. MSC, the Carrier nor the medical personnel shall be liable to the Passenger for any loss or damages which the Passenger may suffer because they are unable to treat the Passenger's medical condition. The Passenger is liable to pay for any medical services and medicines provided to the Passenger on board the Cruise ship, at a Port or in any other place during the Cruise. It is the Passenger's responsibility to check with the Passenger's Medical Aid Scheme prior to departure whether they will reimburse the Passenger for any visits to the doctor onboard realizing that the doctor may not be a South African registered medical practitioner and therefore may not have a practice number, and that the Passenger will be within international waters at the time of visiting the doctor on board.

12.3 The medical facilities and standards vary at the Ports at which the Cruise ship stops. MSC does not warrant the availability, suitability or standard of the medical facilities at any Port at which the Cruise ship stops and is not responsible for the quality and/or standards of the medical facilities available at such Ports.

12.4 The Passenger acknowledges 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.

12.5 The 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.

13. FITNESS TO TRAVEL

13.1 The Passenger warrants that they are physically and mentally fit to travel on board the Cruise ship for the duration.

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itinerary or otherwise of the Passenger's Cruise/Package; their conduct or condition will not impair the safety or convenience of the Vessel, other passengers or otherwise; and that they can be carried safely in accordance with the applicable safety requirements and guidelines.

13.2 Any Passenger with a condition that may affect their fitness to travel (also taking into account the Vessel's itinerary) must inform MSC at the time of Booking and submit a medical practitioner or specialist's certificate certifying their fitness to travel prior to Booking and travel.

13.3 In any case, MSC may, at any time, require the Passenger to provide it with a medical practitioner or specialist's certificate certifying that they are fit to travel.

13.4 The Passenger is solely responsible for ensuring that they have received all of the necessary inoculations required for travel prior to the Cruise.

13.5 Any Passenger who is pregnant shall be obliged to inform MSC on making the Cruise Booking (or as soon as reasonably possible thereafter) as well as the onboard doctor upon boarding the Vessel. Please be advised that the Cruise ship does not have on board facilities for childbirth.

13.6 If the Passenger will be up to 23 (twenty-three) weeks pregnant at the end of the Cruise, the Passenger will not be allowed on board the Cruise ship. Failure to inform the Carrier and/or the Vessel's doctor of pregnancy will release the Carrier from any liability in respect of the pregnant Passenger.

13.7 Pregnant persons are requested to seek medical advice before travelling; at any stage of their pregnancy, they must obtain a medical certificate from a doctor confirming their fitness to travel on board the Vessel taking into account the specific itinerary. MSC and the Carrier expressly reserve the right to refuse boarding rights to any Passenger who appears to be in any advanced state of pregnancy or who does not provide the medical certificate according to this clause and shall have no liability in respect of such refusal.

13.8 If, in MSC's opinion and within its sole discretion or that of the Master, the Passenger is for any reason unfit to travel on board the Cruise ship for the duration of the Passenger's Cruise, likely to endanger their own health or safety, or the safety of others, or likely to be refused permission to land at any Port at which the Cruise is scheduled to stop, then MSC or the Master may:

13.8.1 Refuse to allow the Passenger to board the Cruise ship;

13.8.2 Refuse to allow the Passenger to leave the Cruise ship at any Port at which it stops; or

13.8.3 Transfer the Passenger to different accommodation on the Cruise ship.

13.9 The medical practitioner on duty on board the Cruise ship shall be allowed to administer first aid and any drug/medicine and/or therapy or other medical treatment and/or to admit and/or confine the Passenger to the ship's hospital or other similar facility, if such measure is considered necessary by the medical practitioner and is supported by the Master's authority. If the Passenger refuses to cooperate with the medical practitioner and/or Master, MSC may require the Passenger to leave the Cruise ship at the next Port at which the Cruise ship stops.

13.10 Where a Passenger is assessed as unfit to travel or fails to comply with this clause, neither MSC nor the Carrier has any liability to the Passenger or any other person, including where the Passenger is disembarked or is refused embarkation.

13.11 MSC recommends that the Passenger seek medical advice before booking any Cruise Tickets for children up to 12 (twelve) months of age.

14. PURCHASING ALCOHOLIC BEVERAGES ON BOARD A CRUISE SHIP

14.1 The Passenger may purchase alcoholic beverages on board the Cruise ship at the fixed prices advertised on board for such sales, in such currency as may be designated. Subject to the liquor laws and regulations that apply whilst the Vessel is within any Port or restricted area, it may not be possible for such beverages to be sold until the Vessel has cleared Customs, or such Port or restricted area.

14.2 MSC shall not sell any alcoholic beverage to a Minor during the Cruise. If the Cruise ship stops at a Port located in the U.S.A (or another Port having similar laws), the same conditions will apply for any passengers under the age of 21 (twenty one) years.

14.3 MSC may refuse to serve the Passenger an alcoholic beverage if in MSC's opinion, the Passenger may be a danger, risk and/or nuisance to themselves and/or to other Passengers or crew on the Cruise ship and/or the Vessel.

14.4 Passengers are not permitted to bring onboard any alcoholic beverage for use or otherwise during the Voyage, whether for consumption in their own cabins or otherwise. MSC and/or the Carrier and/or their servants and/or agents may confiscate alcoholic beverages brought onboard by Passengers without compensation.

14.5 Passengers agree that they shall at all times monitor and control their own alcohol consumption so as to avoid drinking to the point where their judgment or physical co-ordination may be impacted or reduced. MSC and the Carrier sell and allow Passengers to purchase and consume alcohol on the basis of the representations contained herein.

15. SMOKING POLICY ON BOARD A CRUISE SHIP

15.1 The Passenger may not smoke when entering or exiting the Cruise ship, on any balconies or in any public or private areas other than the designated smoking areas located throughout the Cruise ship.

15.2 Passengers are not permitted to smoke in the Passenger's cabin because of the risk of fire. Smoking on cabin balconies is also not allowed. Smoking is only permitted in designated smoking areas.

15.3 Throwing cigarettes or cigarette butts over the side of the Cruise ship is prohibited.

16. GENERAL CONDUCT

16.1 MSC may refuse to allow the Passenger to board the Cruise ship if in MSC's opinion and within its sole discretion or that of the Master, the Passenger's conduct may endanger the Passenger's safety and/or security, or the safety and security of others on

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board the Cruise ship or negatively affect their enjoyment of the Cruise.

16.2 For the Passenger's own safety and the safety of others, the Passenger must pay attention to and comply with all rules and regulations regarding the safety of the Cruise ship and Passengers, the Port facilities and the requirements of any Port authorities. The Passenger must not behave in any way which may endanger the safety of the Cruise ship and/or any Passengers on board the Cruise ship and the Passenger must listen to and comply with all instructions by the Master, its officers and Cruise Staff.

16.3 If the Passenger causes any damage to the Cruise ship and/or any damage to and/or loss of any furnishings, equipment and other property belonging to the Cruise ship and/or MSC, the Passenger will be liable to reimburse MSC for such damage or loss.

16.4 Passenger's behaviour must not affect and reduce the safety, peace and enjoyment of the Cruise/Package by other Passengers.

16.5 Passengers shall be liable for any damage suffered by MSC and/or the Carrier and/or any supplier of any service that forms part of the Package as a result of the Passenger's failure to comply with their contractual obligations. In particular, the Passenger shall be liable for all damages, loss or otherwise caused to MSC, the Carrier and/or the Vessel, including but not limited to, the Vessel or its furnishings and equipment, for injury or loss to other Passengers and third parties, and also for all penalties, fines and expenses attributable by the Passenger that the Company, Carrier or supplier may be liable to pay.

17. UNAVOIDABLE AND/OR EXTRAORDINARY CIRCUMSTANCES

MSC and/or the Carrier shall not be liable for any loss, injury, death, damage, delay, or inability to perform and/or for any change to any Voyage or any other loss directly or indirectly arising from any unavoidable and/or extraordinary circumstances such as events or factors beyond MSC's or the Carrier's exclusive control or factors not reasonably 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) and/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; flood; piracy, collision, grounding, bankruptcy, failure of subcontractors to perform, or any other events or circumstances that are unavoidable and/or extraordinary, or any other act or omission not shown to be caused by the Carrier's negligence.

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

18.1 Where in terms of the provisions of The International Convention relating to the Carriage of Passengers and their luggage by Sea, adopted in Athens on 13 December 1974 ("the Athens Convention"), and/ or in terms of the provisions of EU Regulation 392/2009, neither that Convention nor that Regulation for any reason apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply in all respects, to the exclusion of any provisions of the Athens Convention and/or any or the Protocols thereto. The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly incorporated into this Contract of Carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at www.imo.org.

18.2 Subject to the other provisions of this clause, MSC is not liable for death, injury or illness caused by the acts and/or omissions of any Service Provider providing Additional Services or of any third-party, which the Passenger has purchased through MSC or otherwise.

18.3 Subject to clause 18.4, any liability (if any) which MSC may have to the Passenger or to their dependents, executors or assigns, for death or personal injury is limited to a maximum of R500 000.00 (Five Hundred Thousand Rand) in respect of each incident or event.

18.4 Subject to clause 18.3, MSC is only liable for the Passenger's death, injury or illness if caused by a negligent or intentional and unlawful act or omission of MSC, its employees and/or agents. If the Passenger has contributed to such death, injury or illness, MSC's liability shall be reduced accordingly, or as otherwise stipulated by law.

18.5 Liability of the Carrier for loss of or damage to Passenger's luggage or other property shall not exceed R10,000 (Ten Thousand Rand) per Passenger. It is agreed that such liability of the Carrier shall be subject to a deductible of R160.00 (One Hundred and Sixty Rand) per Passenger, such sum to be deducted from the loss or damage to luggage or other property. MSC shall not at any time be liable for money or valuables. Passengers must not pack money or other valuables in their luggage.

18.6 It shall be presumed 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 (15) fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

18.7 Subject to the other provisions of this clause, MSC is not liable for any loss, injury, death, illness, damage or otherwise which the Passenger may suffer as a consequence of:

18.7.1 The Passenger's own conduct or the conduct of other passengers on board the Cruise ship;

18.7.2 The conduct of the Service Providers of the Additional Services or any other third party;

18.7.3 The unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service under the Passage Contract; and/or

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18.7.4 Any unforeseeable and unavoidable event or any Unavoidable and/or Extraordinary Circumstances.

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

18.9 Any liability which MSC may have to the Passenger and which is not specified, limited or excluded by the provisions of this clause, is limited to a maximum of twice the cost of the Cruise Fare, which the affected Passenger paid for their Cruise.

18.10 The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest or attach the Cruise ship or to arrest or attach any other asset owned, chartered or operated by the Carrier or MSC. If the Cruise ship is arrested or attached, then the Ship and the Carrier shall have the right to any limitation and all defenses available to MSC

18.11 In addition to the restrictions and exemptions from the liability provided in this Contract of Carriage, MSC and/or the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from MSC or the Carrier). Nothing in this Contract of Carriage is intended to operate to limit or deprive MSC or the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Carrier and Carrier shall have the full benefit of all such provisions relating to the limitation of liability. In the event of multiple statutes, laws or conventions being applicable, the Carrier shall be entitled any and all such limitations, unless there is a conflict, in which case MSC or the Carrier shall be entitled to invoke the limitation which provides the most favourable limitation to MSC or the Carrier, as the case may be.

18.12 Notwithstanding anything to the contrary elsewhere in this Contract of Carriage, MSC shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

19. MSC'S LIABILITY WHERE THE ATHENS CONVENTION AND/OR EU REGULATION 392/2009 DOES APPLY

19.1 Where the provisions of the Athens Convention and/or EU Regulation 392/2009 do apply to the carriage covered by this Contract of Carriage, then the following provisions as to liability shall apply. The Athens Convention, as subsequently amended in 1976, and as incorporated with effect from 1 January 2013 by EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU.

19.2 The provisions of the Athens Convention and, where applicable, EU Regulation 392/2009 are hereby expressly

incorporated into this Contract of Carriage. Copies of the Athens Convention and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at www.imo.org.

19.3 The Carrier shall be entitled to the benefit of all the limitations, rights and immunities provided by the Athens Convention and, where applicable, EU Regulation 392/2009 including the full deductible under Article 8(4) of the Athens Convention.

19.4 The liability of the Carrier for death, personal injury or illness to the Passenger shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention or, where applicable, the maximum sum of 400,000 SDR (Four Hundred Thousand SDR) pursuant to EU Regulation 392/2009 and, where there is liability for war and terrorism, 250,000 SDR (Two Hundred and Fifty Thousand SDR).

19.5 Liability of the Carrier and/or MSC for loss of or damage to Passenger's luggage or other property shall not exceed 833 SDR (Eight Hundred and Thirty Three Thousand SDR) per Passenger under the Athens Convention or 2,250 SDR where EU Regulation 392/2009 applies. It is agreed that such liability of the Carrier shall be subject to applicable deductibles per Passenger, such sum to be deducted from the loss or damage to luggage or other property.

19.6 MSC and/or the Carrier's liability in relation to death, personal injury or illness and/or loss of or damage to luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention or, where applicable, EU Regulation 392/2009.

19.7 The Passenger understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting http://coinmill.com/SDR_calculator.html.

19.8 MSC and/or the Carrier will only be liable in relation to death and/or personal injury and/or loss of or damage to luggage in the event that the Carrier and/or its servants or agents are guilty of "fault or neglect", as required by Article 3 of the Athens Convention, or where there is liability for a shipping incident, where EU Regulation 392/2009 applies. The limits of liability under the terms of the Athens Convention shall be applicable to the Carrier's servants and/or agents and/or Independent Contractors in accordance with Article 11 of the Athens Convention. Any damages payable by the Carrier shall be reduced in proportion to any contributory negligence by the Passenger as provided in Article 6 of the Athens Convention.

19.9 It is presumed under the Athens Convention and where applicable EU Regulation 392/2009 that the Carrier has delivered luggage to a Passenger unless written notice is given by the Passenger within the following periods:

(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 (15) days from the disembarkation or delivery or of the date that such delivery should have taken place.

19.10 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 provisions of the Athens Convention shall apply to this Contract of Carriage

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(including any limits therein) and be deemed to be incorporated herein mutatis mutandis, including for any claims for loss or damage to luggage and/or death and/or personal injury and/or illness.

19.11 The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Passenger for declared value protection. Use of the ship's safe is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR (One Thousand Two Hundred SDR) under the Athens Convention or 3,375 SDR (Three Thousand Three Hundred and Seventy Five SDR) where EU Regulation 392/2009 applies.

19.12 In addition to the restrictions and exemptions from liability as contained in this Contract of Carriage, MSC and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in this Contract of Carriage is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability. In the event of multiple statutes, laws or conventions being applicable, the Carrier shall be entitled any and all such limitations, unless there is a conflict, in which case the Carrier shall be entitled to invoke the limitation which provides the most favourable limitation to the Carrier.

19.13 Without prejudice to the provisions of this clause, if any claim is brought against MSC and/or the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in this Contract of Carriage are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or 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.

19.14 If any provision of this Contract of Carriage is rendered null and void by the Athens Convention or EU Regulation 392/2009, such invalidity shall be limited to that particular clause and not to the Contract of Carriage.

19.15 The Carrier and Passenger agree not to demand any security from the other in connection with a claim of any kind. The Passenger waives the right to arrest the Cruise ship or to attach any other asset owned, chartered or operated by the Carrier. If the Cruise ship is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

19.16 MSC's liability will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated conventions. Any damages payable by the Company shall be reduced in proportion to any contributory negligence by the Passenger.

20. CARRIAGE BY THIRD PARTIES

20.1 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude

liability. They are expressly incorporated into this Contract of Carriage and are deemed to be expressly accepted by the Passenger at the time of Booking. Copies of these terms and conditions are available on request from MSC.

20.2 Carriage of Passengers and their luggage by air is governed by various International conventions ("the International Air Conventions"), including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. To the extent that the Company may be liable as a non-performing air Carrier to Passengers in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a Cruise between the Company and a Passenger) are expressly incorporated into this Contract of Carriage. The International Air Conventions fix limitations of liability of the Carrier for death and personal injury, loss of and damage to luggage and delay. Any liability of MSC toward the Passenger arising from a carriage by air is subject to the limitation of liability provided by said Conventions. Copies of these conventions are available upon request.

20.3 Insofar as MSC may be liable to a Passenger in respect of claims arising out of carriage by air, land or sea, the Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual Carriers (including his own terms and conditions of carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention, the Montreal Convention and nothing in this Contract of Carriage or Passage Contract shall be deemed as a waiver thereof. If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

20.4 Such carriage may also be subject to various EU directives, regulations of other member states of the European Union or as otherwise applicable to such carriage.

21. EMOTIONAL DISTRESS

21.1 No compensation is payable by MSC or the Carrier to any Passenger for any emotional distress, mental anguish and/or psychological injury of any kind save where legally recoverable against the Carrier, as a result of any injury caused by fault or neglect of the Carrier. Under no circumstances shall the Carrier be liable for consequential damages.

21.2 No compensation whatsoever shall be payable for any disappointment experienced by a Passenger or a Passenger's frustration or anticipation of a Cruise, excursion, Port of call or anything as otherwise advertised, which does not occur or at which the Vessel does not call, for any reason whatsoever and howsoever arising.

22. SHORE EXCURSIONS AND SUBCONTRACTORS

Kindly refer to our STCs.

23. COMPLAINTS

Any Passenger with a complaint whilst on a Cruise must bring it to the attention of the Cruise staff onboard as soon as possible. If the Cruise staff is unable to resolve the problem, any complaint should be notified in writing to the MSC within 14 (fourteen) days of the termination of the Cruise. Failure to report the complaint

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within this time may adversely affect the Company's ability to deal with it. Complaints relating to any other part of a Package must be made promptly to MSC or the supplier of that service as may be applicable.

24. CLAIMS AND NOTICE

24.1 MSC and/or the Carrier shall not be held liable whatsoever in respect of any claim arising from an accident/incident which was not reported by the Passenger to the Master whilst onboard the Vessel.

24.2 Notices of claim for death, illness, or personal injury, shall be given in writing with full particulars, to MSC, the Carrier and/or the Cruise ship (as may be applicable) 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 Cruises, P.O. Box 786331, Sandton, 2146.

24.3 If no such notice is given and/or received at the aforesaid address within that period, such claim shall be unenforceable.

24.4 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 24.2 above.

24.5 If and where applicable, complaints under EU Reg. 1177/2010 concerning accessibility, cancellation or delays must be made to the Carrier within two (2) months from the date the service was performed. The Carrier shall respond within 1 (one) month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Passenger shall provide such further information as may be required by the Carrier to deal with the Complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

25. TIME LIMITS FOR FILING SUIT

25.1 All claims against MSC, the Carrier or the Cruise ship for death, illness, or personal injury to a Passenger or for loss or damage to luggage or other property shall be time barred as follows:

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

(b) All other actions, including any claim based on an alleged delict/ tort or breach of contract, against the Carrier and/or the Vessel, shall be contractually time barred after six (6) months (185 days), from the Passenger's disembarkation, subject to all applicable laws.

26. CHOICE OF LAW

26.1. Insofar as it may be applicable, these Conditions of Carriage shall be governed by the law of the Republic of South Africa.

27. JURISDICTION

Any claim against the Carrier or the Vessel arising out of this Contract of Carriage shall be brought before the Courts of Naples, Italy, unless it relates to the Cruise portion of the itinerary

including a Port within South Africa or which embarks/disembarks from a Port in South Africa, then same shall be dealt with by a court of competent jurisdiction within South Africa. Any claim by the Carrier against the Passenger may, within the discretion of the Carrier, be brought before a competent court in the jurisdiction where the Contract was concluded or where the Passenger is domiciled.

28. GENERAL

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

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