



## “MSC UpGrade” Program Terms and Conditions

### **MSC UpGrade**

The "MSC Upgrade" Program (the "Program") offers Guests who already have a reservation (the "Guests") the opportunity to submit an offer (the "Offer") to MSC Cruises SA to move from the originally purchased cabin category to a higher cabin category. The Program applies to cruises, dates and categories of cabins identified by MSC Cruises SA at its sole and absolute discretion. The Offer is not final and binding until possible acceptance by MSC Cruises SA. The Program may

not be available on all cruises or cabin categories. MSC Cruises SA reserves the right, in its sole discretion, to decide whether to accept the Offer, and does not guarantee in any way that the Guest will be guaranteed the upgrade, whether the cabins are available in the category for which the Offer is made.

### **The guests**

Guests must be at least eighteen (18) years old and must be able to stipulate binding contracts. The Guest is deemed to have the ability to act on their behalf and to bind the person or people named or included in the Offer to these Terms and Conditions. Upgrade Offers are only valid for cabins that have already been purchased, either by the Guest or by someone on whose behalf Guests are requesting an upgrade.

### **Submitting an Offer**

As a prerequisite for making an Offer, Guests must receive an Invitation from MSC Cruises SA, or they can verify their eligibility through the My Booking Area. Once the Invitation is receipt, Guests may submit an Offer for a cabin of a higher category than the one originally booked. It is possible to submit an Offer for more than one higher category. If an Invitation is addressed to passengers travelling in different cabins belonging to the same booking and all submitting an Offer, MSC Cruises SA reserves the right to choose only one Offer from those received without guaranteeing an upgrade to all recipients of the Invitation. If different bookings that travel together present an Offer and are upgraded, MSC Cruises SA does not guarantee that the new cabins will be near or that all bookings will get upgraded. Each upgrade Offer applies only to one cabin, and it is not transferable to other reservations. In case of a cruise change decided by the guests, the accepted upgrade must be considered as non-refundable, non-cancellable and non-transferable. By submitting an Offer, Guests accept the Terms and Conditions of the "MSC upgrade" Program.

### **Modification or cancellation of an Offer**

Guests may modify or cancel the Offer via the hyperlink in the Offer e-mail unless the Offer has not already been accepted by MSC Cruises SA and no credit card charges have been made. Otherwise, they must complete the payment of the price indicated in the initial Offer. Except as otherwise provided in these Terms and Conditions, MSC Cruises SA reserves the right to cancel the Offer at any time, to correct any errors, inaccuracies and omissions without notice. MSC Cruises SA reserves the right to cancel the Offer before acceptance in the event of an error on its part in the processing of the Offers or if a cabin, belonging to the category for which the Offer was submitted, is not available for any reason. In this case, the Guest will return to enjoy the Cruise conditions initially booked. If MSC Cruises SA cancels the Offer after accepting it of the same for the above reasons, the amount of the Offer will be refunded on the Guest's credit card and MSC Cruises SA will have no further liability in relation to the Offer.

### **Acceptance Of an Offer**

MSC Cruises SA may accept the Offer at any time. If MSC Cruises SA accepts the Offer, the amount of the Offer will be charged to the Guests' credit card upon acceptance. The Offer Amount is per cabin. Guests will be informed of the total amount due to MSC Cruises in case of acceptance of the

Offer before its presentation. The charge on the guest credit card will appear under the name "MSC Cruises SA".

Once the Offer is accepted and processed, the amount paid for the upgrade is non-refundable. The Value of the Offer is in addition of the original fare price.

If the Offer is not accepted, Guests will travel in the category they originally purchased.

Once the Offer is accepted, MSC Cruises SA will not guarantee the assignment of a specific cabin

number within the upgrade category; it may also be assigned a cabin category higher than the one for which the Guest submitted the Offer. The number, deck and location of the cabin will depend on cabin availability and they are at the sole discretion of MSC Cruises SA.

For passengers with disabilities or reduced mobility, MSC Cruises SA guarantees the upgrade in a cabin with the same services as in the original booking.

### **Conditions and changes to the booking**

In the event of acceptance of the Offer and assignment of the upgrade, all other conditions of the original booking will remain in force. This includes terms, experience, cancellation terms and changes. If the cabin category of the upgrade includes a higher amount for the hotel service charge, it will be charged to the Guests, and payment will be required at the end of the cruise. Upgrades do not include any additional promotion. Guests will keep the promotions they already have according to the cabin category originally booked. Guests whose Upgrade Offer is accepted will retain the level of experience included in their original booking, except for the "Aurea" Experience or the MSC Yacht Club cabins. In these cases, passengers will be guaranteed all the benefits related to the new Experience, which will be added to the reservation within 96 hours of the cabin upgrade, automatically. All services purchased and/or prepaid before the Winning Offer for an upgrade to the "Aurea" experience or MSC Yacht Club cabin will not be refunded if the same service, of the same or higher quality, is included in the

new experience resulting from the winning Offer. The guest should cancel all the pending Offers in case they choose to be upgraded through the payment of the upgrade fee, otherwise all the requested done on the program remain pending.

### **Refund of an Offer**

If Guests change cruise after acceptance of the Offer, the Offer will be cancelled, not refunded and will not be transferred to the new itinerary. The Offer will be considered non-refundable if the Guests cancel the cruise after its acceptance. In case of replacement of the ship or cancellation of the cruise for any technical reason by MSC Cruises SA, the Offer eventually accepted on the previous itinerary will be refunded and considered invalid on the new itinerary. In these cases, MSC Cruises SA may, at its sole discretion and subject to availability, submit a new Guest Invitation to make an Offer on the new itinerary. Refund timelines depend solely and exclusively on the passenger's bank's terms and conditions.

### **General conditions**

MSC Cruises SA reserves the right to modify these Terms and Conditions at its discretion. The liability of MSC Cruises SA and the companies belonging to the MSC group is limited to what is provided in the General Conditions of Sale of MSC Cruises and available on the website [www.msccruises.ie](http://www.msccruises.ie) and in any case declines any liability for indirect damages.

In no case MSC Cruises SA, including its respective officers, directors, employees, representatives, parents, subsidiaries, affiliates, distributors, suppliers, licensors, agents or other entities involved in the creation, sponsorship, promotion or management of the Program shall be liable to any natural or legal person for any direct, indirect, incidental, special, exemplary, compensatory, consequential or punitive damage or any damage resulting from, relating to the Program, or incident relating to the Program beyond a refund of any amount of the Offer actually paid by the Guest.