

## “MSC UpGrade” Programme Terms and Conditions

1. The “MSC UpGrade” upgrade Programme (the “Programme”) provides booked guests (the “Guests”) with an opportunity to submit an offer (the “Offer”) to MSC Cruises SA to upgrade from their originally purchased stateroom category to a higher stateroom category.
2. The Programme applies to cruises, dates and stateroom categories selected by MSC Cruises SA in its sole and absolute discretion. The Offer is not final and binding unless and until MSC Cruises SA officially accepts it. The Programme may not be available on all cruises or cabin categories.
3. The Guests must be at least eighteen (18) years of age and able to enter into binding contracts. The guest shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included on the Offer to these Terms and Conditions. Upgrade Offers are only valid for cabins that have already been purchased, either by the Guest or someone on whose behalf the Guests are bidding for the upgrade.
4. As a prerequisite to the ability to make an Offer, Guests must receive an invitation (“Invitation”) from MSC Cruises SA.
5. Upon receipt of an Invitation, Guests may submit a Bid several categories higher than the class of service category for the original itinerary booked.
6. MSC Cruises SA may accept the Bid at any time before the sail date. In the event MSC Cruises SA accepts the Offer, the credit card of the Guests will immediately be charged the full amount of the bid upon acceptance.
7. The total amount that the Guests must pay to MSC Cruises SA will be disclosed to the Guests prior to the submission of the Offer. The charge on the credit card may appear in the name of “MSC Cruises SA”.
8. Once the Bid is accepted and processed, the upgrade amount paid is final and non-refundable. If the Bid is not accepted, the Guests will travel in the category they have originally purchased.
9. If the Guests make a change to the itinerary or cancel their cruise after the Bid has been accepted, the Bid will be cancelled, will not be transferred to the new itinerary, and the upgrade amount paid will be non-refundable.
10. In case of substitution of vessel or cruise cancellation due to any technical reason by MSC

Cruises SA, the Bid eventually accepted on the previous itinerary will be refunded and considered as not valid on the new itinerary. In such circumstances MSC may at its sole discretion and subject to availability submit a new Invitation to the Guest to bid on their new itinerary.

11. If the reservation includes multiple passengers, the purchase price the Guests will accept will be per passenger but only for the first and second passenger on the reservation.

12. If the reservation includes multiple passengers and the Invitation is sent to more than one cabin and all submit a Bid, MSC Cruises SA will reserve the right to choose only one of the Bids from the multiple Bids received from the reservation.

13. If bookings that are travelling together are upgraded, MSC Cruises SA does not guarantee that the upgraded staterooms will be close together or that all reservations will be upgraded. Each upgrade bid applies only to a one cabin.

14. If the reservation includes only one person, the guest will be charged based on double occupancy.

15. MSC Cruises SA reserves the right, in its sole discretion, to decide whether or not to accept the Offer, and it makes no representation that any Guest will be upgraded regardless of whether or not cabins are available in the category for which an Offer is being made.

16. If the Guest purchases an Upgrade which is accepted by MSC Cruises SA, all other conditions of the original cruise reservation will remain in effect following the Upgrade. This includes conditions, experience, pertaining to cancellation, penalties, and changes. If the upgrade cabin category includes a higher service charge amount, the guests occupying the upgraded cabin will be charged the service charge amount applicable to the upgraded cabin.

17. The Upgrade does not include any additional promotions. Guests whose upgrade bid is accepted will receive the experience level included with their original reservation. The exceptions will be in the case of a Winning Bid in "Aurea" or "Yacht Club" Experience. In these cases, the Guests will also be guaranteed all the benefits relative to the new experience.

18. All services that have been purchased and / or prepaid before the Winning Bid event for an upgrade in "Aurea" or "Yacht Club" experience will not be refunded if the same service, of the same or higher quality, is included in the new experience resulting from the Winning Bid.

19. Once Guests have purchased an Upgrade, MSC Cruises SA cannot guarantee a specific cabin number assignment within the upgraded category, it could, also, be possible to get a higher cabin category. The cabin number, cabin deck and cabin position will depend on space availability and are at the sole discretion of MSC Cruises SA.

20. If the Guests are currently in a cabin with “Bella” or “Fantastica” experience and submit an Offer for an upgrade to a higher category, MSC cannot guarantee that they will be assigned to a cabin with the same experience. Still, the upgraded cabin will maintain the initially booked experience "Bella" or "Fantastica".

21. If the Guest wins an Upgrade to an "Aurea" or "Yacht Club" experience cabin, the original booked experience "Bella" or "Fantastica" will be guaranteed, and new experience “Aurea” or “Yacht Club” will be added to the reservation. All the benefits related to the "Aurea" or "Yacht Club" experience will be granted. The new experience will be provided within 96 hours from the cabin upgrade.

22. The Guests may revise or cancel the Offer through the hyperlink on the offer email before 48 hours before the closure of the Bidding window, provided that the Offer has not already been accepted by MSC Cruises SA, and provided that the credit card has not been charged. However, if the Offer is accepted before Guests cancel or amend the Offer, they are legally bound to complete payment for the price stated in the original Offer.

23. By submitting an offer to Upgrade, the Guests accepts all terms and conditions of the “MSC UpGrade” upgrade Programme.

24. MSC Cruises SA reserves the right to cancel the Offer at any time, correct any errors, inaccuracies and omissions, and change or update then fares, fees and surcharges and time without prior notice.

25. MSC Cruises SA reserves the right to cancel the Offer, before or after acceptance, in the event of any error on its side in processing bid acceptances or in the case an offered upgraded cabin is unavailable for any reason. In such case, the Bid amount will be refunded to the credit card of the Guest and MSC Cruises S.A. shall have no further liability relating to the Bid or Offer.

26. MSC Cruises SA reserves the right to modify and otherwise change these Terms and Conditions at its own discretion.

27. To the extent permitted by law, in consideration for Guest using the MSC UpGrade Programme, in no event shall MSC Cruises SA, including its respective officers, directors, employees, representatives, parents, subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or operating the Programme be liable to any person or entity for any direct, indirect, incidental, special, exemplary, compensatory, consequential, or punitive damages or any damages whatsoever arising from, relating to, or incident to the Programme beyond a refund of any Bid amount actually paid by Guest.

