

Terms and Conditions

Introduction

(a) Aurora Travel Pty Ltd (ACN 139 766 911) (“Aurora Expeditions”).

(b) For the purpose of these Terms & Conditions, each passenger who agrees to be bound by the Terms & Conditions will be referred to as “you” or “your”.

(c) Aurora Expeditions offers an adventurous style of travel that can be complex and costly to arrange. This includes travelling to remote places that can be subject to unpredictable, volatile conditions and other factors (often outside of our control), which require flexibility and can involve adjustments to schedules and itineraries at short notice. Aurora Expeditions will always use reasonable endeavours to operate in accordance with an expedition’s published itinerary, but we cannot guarantee them and they do not form part of your contract with us.

(d) Please carefully read and ensure you understand the following Terms & Conditions as they set out the basis upon which we accept all bookings. The following are important terms that you should be particularly aware of:

(i) Clause 1.1 (Price amendments)

(ii) Clauses 2.2 – 2.5 (Responsibility and Assumption of Risk)

(iii) Clause 5 (Booking Transfer or Cancellation by you)

(iv) Clauses 7 – 9 (Cancellations or variations by Aurora Expeditions)

(v) Clause 11 (Health Requirements)

(vi) Clause 12 (Mandatory Travel Insurance)

(vii) Clause 14 (Airfares, Ticketing and Ancillary Services)

(e) If you decide to travel with Aurora Expeditions and make payment for an expedition, you do so on the understanding that you have accepted these Terms & Conditions, including amendments to the Terms & Conditions that may be made by Aurora Expeditions from time to time and shared with you. You should check Aurora’s website for the most updated terms and conditions.

(f) In respect of any goods or services we may provide, certain statutory guarantees or warranties may apply for the benefit of consumers. The nature and application of these guarantees or warranties will depend on the relevant jurisdiction. Nothing in these Terms & Conditions affects your rights under the consumer law of the jurisdiction in which you reside, which for Australia, would be the Australian Consumer Law (ACL). Under the ACL, where we fail to provide services to you in accordance with these consumer guarantees, you may have a right to seek a remedy, including a refund.

1 Price and Validity

1.1 Expedition costs are based on ground costs, fuel prices, ship charter rates and airfares (as applicable) at time of printing. While we try our utmost not to increase our prices, this is sometimes outside our control. On that basis, we reserve the right to amend our prices in the instance of increases in our costs to deliver the expedition such as but not limited to airfares, fuel costs, government taxes and charges, exchange rate fluctuations, ground costs and ship charter rates. Any increase in price must be paid by you before your departure.

However, if this means that you have to pay an increase of more than 15% of the total price of your expedition, you will have the option of accepting the price increase and paying the requested amount, or cancelling and receiving a full refund of monies paid to us. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date on your new invoice.

Pricing is subject to change, please contact our reservations team to confirm latest price.

1.2 In circumstances where these Term & Conditions stipulate that you may credit monies paid by you to Aurora Expeditions toward a future voyage:

(a) the credit may only be used toward the cost of your ticket and not toward any other goods or services offered by Aurora Expeditions; and

(b) the expedition the subject of the credit must depart within 24 months of the date of departure of the original expedition booked by you.

2 Responsibility and Assumption of Risk

2.1 Upon receipt by us of your booking form and once your Deposit (see clause 3.1) has been received, a binding contract between you and Aurora Expeditions is in place (“Contract”). These Terms & Conditions are an integral part of the Contract. If you list one or more other persons on the booking form, you agree that you will be personally responsible for all obligations ensuing from the Contract which concern you and the other persons booked.

2.2 Except to the extent that this waiver may be prohibited or restricted by the Competition & Consumer Act, Australian Consumer Law or other legislation that may exist from time to time in Australia, or in the event that Aurora Expeditions, its related bodies corporate, contractors, employees and agents, or any licensor or licensee, breached the law (including fraud), breached the contract, infringed third party rights (including property rights), was negligent or engaged in wilful misconduct, you hereby release Aurora Expeditions, its related bodies corporate, contractors, employees and agents, and any licensor or licensee from all claims and actions that you have, or may have at any time in the future, against them or any of them for personal injury, death, property damage or any other loss, damage or expense that you may suffer as a result of your participation in any trip organised with or in conjunction with Aurora Expeditions.

2.3 You are aware that your adventure trip, in addition to the dangers and inherent risks that may arise in the normal course with any adventure trip, has certain additional dangers and risks, some of which may include: the consequences flowing directly and indirectly from an epidemic, physical exertion for which you may not be prepared, extreme weather conditions that are subject to sudden and unexpected changes, remoteness from normal medical services, and evacuation difficulties if you are disabled. By entering into the Contract, you agree:

(a) to accept all the inherent risks of the proposed adventure trip and the possibility of personal injury, death, property damage, or loss;

(b) to acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for your participation;

(c) that if you suffer injury or illness, Aurora Expeditions can, at your cost, arrange medical treatment and emergency evacuation service, as Aurora Expeditions deems appropriate for your well-being; and

(d) the acceptance of such risk extends both to on-board presence and activities as well as off-board.

2.4 Notwithstanding any other provisions of the Contract that may exist, you release Aurora Expeditions from any and all liability to you or anyone claiming through or under you by way of subrogation or otherwise, including by your insurer, for any loss or damage for which you are entitled to receive compensation under a travel and/or cancellations insurance policy.

2.5 Subject to clause 2.2, Aurora Expeditions will not be responsible or liable for loss, damage or robbery of travel documents, baggage or other possessions

2.6 In entering into the Contract, you are not relying on oral representations or statements by Aurora Expeditions or its staff or other agent or representative to enter into the Contract. In deciding to book an expedition with Aurora Expeditions, you should make your own enquiries as to the suitability of the expedition and all aspects of it and satisfy yourself, based upon those enquiries, that it is an expedition that you wish to undertake.

2.7 You confirm that you are over the age of 18 years and that you have read and understood these Terms & Conditions as they appear on Aurora Expedition’s website from time to time and agree that the Contract will be binding upon your heirs, next of kin, executors, administrators and successors.

3 Booking Confirmation and Payment Terms

3.1 In order to confirm your booking, you are required to complete a booking form and make a deposit payment of \$2,500 per person (in the booking currency) within 7 working days of booking ("Deposit"). For the avoidance of doubt, no booking can be confirmed until such time as the booking form and the Deposit are received by Aurora Expeditions.

3.2 In order to confirm your participation on an activity (for example, kayaking, diving, snowshoeing), a deposit of \$250 (in the booking currency) per person per activity is required. The activity deposit is in addition to the Deposit required to confirm your place on the expedition, and the deposit for the activity is only refundable if the activity is cancelled due to minimum numbers not being reached or the activity is cancelled by a third party.

3.3 In the event that Aurora Expeditions cancels an activity or trek due to minimum numbers not being met, or the activity or trek is cancelled by a third party, Aurora Expeditions will refund in full any payments made by you for that activity or trek unless you inform us that you wish for the amount to be credited towards the final balance of your expedition.

3.4 Final payment is due at least 90 days (or as otherwise stated by us in writing) prior to the departure date of the expedition (or the amended departure date of the expedition pursuant to clauses 8 or 9) and an invoice will be sent to you for this purpose.

3.5 Credit card payments are accepted. Merchant fees and bank surcharges apply.

4 Child Policy

4.1 Bookings are open to people 8 years of age and over. Passengers under 18 years of age must be accompanied at all times by an adult throughout the expedition and cannot be left unsupervised at any time including during paid additional activities. A child remains the sole responsibility of the adult at all times.

4.2 Children between 8-17 years of age must pay the adult price of the expedition.

5 Booking Transfer or Cancellation by you

5.1 If you wish to cancel your expedition, we ask that you notify your Travel Agent or our expedition sales team immediately in writing. Cancellation will take effect upon receipt by Aurora Expeditions of your written notice.

5.2 If the cancellation is made more than 90 days prior to the expedition departure date, you will forfeit your Deposit paid by you to Aurora Expeditions. If cancellation is made less than 90 days prior to the expedition departure date, you will be liable to pay the full price of the expedition within 7 days of providing your notice of cancellation to Aurora Expeditions.

However, in either situation, Aurora Expeditions will consider any request by you to transfer the Deposit paid towards a deposit to a subsequent expedition. Whether or not Aurora Expeditions agrees to any such request will depend upon applicable circumstances, including availability and other factors. The decision as to whether or not to agree will be made by Aurora Expeditions at its absolute discretion. If Aurora Expeditions shall agree to such a request, you will be liable to pay a fee of \$500 per passenger (in the currency of your expedition) to cover administrative and associated costs and you will also be liable to pay any additional price for the subsequent expedition. The transfer of the Deposit is only valid on expeditions that depart within 24 months from the date of the original proposed departure date. Only one transfer of deposit to another expedition is permitted.

6 Special Requests or Requirements

6.1 Aurora Expeditions will use all reasonable endeavours to accommodate special requests from you, including special dietary requirements, but they cannot be guaranteed. You should advise Aurora Expeditions as soon as

possible after booking of any such special requests or requirements, such that Aurora Expeditions can try and accommodate them. Likewise, you should notify us, as soon after booking as possible, of any special events.

6.2 Aurora Expeditions will use all reasonable endeavours to ensure that any cabin and cabin number selected by you will be made available to you during the course of the expedition.

However, due to a variety of circumstances, it is not always possible to achieve that. In the event that that cannot be achieved, Aurora Expeditions will use all reasonable endeavours to make available to you another cabin that is as similar to the cabin selected by you as circumstances permit. The exception to this applies to passengers booked in the Captain's Suites.

7 Cancellation by Aurora Expeditions – other than due to weather

7.1 Despite any other term in the Contract, Aurora Expeditions reserves the right to cancel any expedition prior to departure in which case any payment made by you will be refunded in full (subject to the express provisions below in relation to "Fly & Sail" and "Fly/Fly" voyages) and you will not be entitled to make any further claims related to such a cancellation, including but not limited to compensation or damages, for any loss, consequential or indirect damage, expenses, loss of time or inconvenience, loss of opportunity or loss of enjoyment which may result from such cancellation

7.2 Aurora Expeditions reserves the right to cancel an expedition, trek, or activity if the minimum number of participants is not reached. We will endeavour to make, as soon as practically possible, any decision to cancel an expedition, trek or activity, and we will notify you of that decision, as soon as we practically can. We will endeavour to identify for you another expedition, trek or activity similar to the one that is cancelled. If one is not available, you will be refunded in full any payment already received from you.

7.3 Aurora Expeditions reserves the right to not operate or cancel an activity or trek in the event of a cancellation by a third party. In accordance with clause 3.3, you will be refunded in full any payment already received from you.

8 Cancellation or variation due to weather

8.1 It may be necessary for Aurora Expeditions to cancel or vary an expedition as a result of adverse weather or ocean conditions. Aurora Expeditions will endeavour to ensure that any expedition takes place as close as reasonably practicable to the published expedition's schedules and itineraries but, at times, this may not be possible due to weather events beyond its control.

8.2 If Aurora Expeditions forms the reasonable view that weather or ocean conditions may render an expedition unsafe, unable to be completed or provided substantially as planned or would pose a material risk to passengers, staff, crew, vessels or equipment, Aurora Expeditions may cancel any expedition.

8.3 Subject to clauses 8.6 – 8.16, if Aurora Expeditions cancels an expedition under clause 8.2, you will be entitled to a credit to the value of the full price you have paid Aurora Expeditions for your voyage (including any Deposit), which can be used towards a future expedition in accordance with clause 1.2. Aurora Expeditions will not otherwise be liable for any compensation or damages, for any loss, consequential or indirect damages, expenses (including but not limited to international airfares, domestic airfares, accommodation, any additional services purchased, or change fees impacted by or as a result of the delay or cancellation), loss of time or inconvenience, loss of opportunity, loss of enjoyment or distress and disappointment, except as required by applicable laws.

8.4 If Aurora forms the reasonable view that weather or ocean conditions may render the expedition unsafe, unable to be completed or provided substantially as planned, would pose a material risk to passengers, staff, crew, vessels or equipment, or that it is possible to make changes to avoid bad conditions or experience more favourable conditions, Aurora Expeditions may vary any aspect of the expedition itinerary with little or no advance notice. This may include changing any planned 'fly' leg of a voyage to a 'sail' leg (including during the 96 hour period specified in clauses 8.12, 8.13 and 8.16 below), cancelling landings, changing voyages paths to attempt to take advantage of

good conditions or avoid bad conditions or not visiting some planned destinations, delaying the commencement of expeditions for limited periods or ending expeditions earlier or later than planned.

8.5 In the event of a variation under clause 8.4, Aurora Expeditions will not be liable for any compensation or damages, for any loss, consequential or indirect damages, expenses (including but not limited to international airfares, domestic airfares, accommodation, any additional services purchased, or change fees impacted by or as a result of the delay or cancellation), loss of time or inconvenience, loss of itinerary days, loss of opportunity, loss of enjoyment or distress and disappointment, except as required by applicable laws.

“Fly/Sail”, “Fly/Fly” and “Sail/Fly” voyages

8.6 Any booking for a “Fly/Sail”, “Fly/Fly” or “Sail/Fly” voyage is subject to the following specific Terms & Conditions.

8.7 A “Fly/Sail” voyage involves flying from Punta Arenas, Chile to King George Island, and then a voyage by ship from King George Island to specified destinations within Antarctica and from Antarctica, by ship to Ushuaia, Argentina.

8.8 A “Fly/Fly” voyage involves flying from Punta Arenas, Chile to King George Island, and then a voyage by ship from King George Island to specified destinations within Antarctica and then back by ship to King George Island and then flying from King George Island back to Punta Arenas, Chile.

8.9 A “Sail/Fly” voyage involves a voyage by ship from Ushuaia, Argentina to specified destinations within Antarctica and then by ship from Antarctica to King George Island and then flying from King George Island to Punta Arenas, Chile.

8.10 Any “Fly/Sail”, “Fly/Fly” or “Sail/Fly” voyage is deemed to commence at the starting point of the expedition as booked.

8.11 You acknowledge that the charter flights involved in “Fly/Sail”, “Fly/Fly” or “Sail/Fly” voyages are inherently sensitive to weather conditions and that such conditions, and the ability of charter flights to fly as scheduled, is beyond Aurora Expedition’s control. Subject to clauses 8.12 – 8.16, clauses 8.1 – 8.5 apply in respect of charter flights.

8.12 If a charter flight from any starting point to the point of embarkation for a ship voyage is delayed due to adverse weather conditions, Aurora Expeditions will attempt, for a period of up to 96 hours from the proposed departure time of the charter flight, to arrange a later charter flight. We will attempt to do so at no extra charge to you, but if an additional charge does apply, you will be liable to pay that additional charge. At any stage in this 96 hour period Aurora Expeditions may vary the voyage in accordance with clause 8.4.

8.13 If it is not reasonably practicable for a later charter flight to be arranged for you, within 96 hours from the proposed departure time of the charter flight, your expedition will be deemed cancelled.

8.14 If your expedition is deemed cancelled under clause 8.13 or otherwise cancelled due to weather conditions affecting your charter flight, Aurora Expeditions will provide you with a credit, to the value of the full price you have paid Aurora Expeditions for your voyage (including the Deposit), which can be used towards a future voyage in accordance with clause 1.2. This clause 8 will otherwise apply. You will not be entitled to any refund of any amounts paid by you.

8.15 In the event that a charter flight is delayed, the Expedition Leader or another representative of Aurora Expeditions will provide updates to you, as they may be known, and will endeavour to provide information to make your stay as enjoyable as possible pending the ability of a charter flight to fly.

8.16 If a charter flight from King George Island to Punta Arenas, Chile is delayed, passengers already in Antarctica will remain on board the ship until the flight to Punta Arenas is authorised to depart. If it is not possible, due to weather conditions, for the flight to depart within 96 hours from intended departure time, the ship will transport you from King George Island to Puerto Williams or Ushuaia for disembarkation. Full board on the ship is included. This clause 8 will otherwise apply.

9 Variation of Itinerary

9.1 Aurora Expeditions will endeavour to ensure that any expedition takes place as close as reasonably practicable to the published expedition’s schedules and itineraries. However, due to circumstances outside of our control, other than weather or ocean conditions (clause 8), including (non exhaustive) the direct or indirect consequence of a force majeure event (clause 10), safety, maritime law, compliance with government or official orders, guest emergencies, providing assistance to other vessels or unexpected mechanical or technical problems, Aurora Expeditions may need to vary any aspect of the expedition itinerary, including omitting any port(s), calling at additional port(s) or substituting another ship or port, with little or no advance notice. Normally, changes in the itinerary are to protect your interest and safety.

9.2 Aurora Expeditions does not guarantee its expedition itineraries and they do not form part of your contract with Aurora Expeditions.

9.3 Where it is necessary to vary an itinerary due to circumstances outside of our control other than under clause 8, Aurora Expeditions will attempt to offer a revised itinerary as close as reasonably practicable to the published itinerary. Subject to clauses 9.4 – 9.6 with respect to revised dates of departure, you will have no right to a refund in connection with the revised itinerary and Aurora Expeditions will have no obligation to you or be liable for any compensation or damages, for any loss, consequential or indirect damages, expenses, loss of time or inconvenience, loss of opportunity or loss of enjoyment in respect of such changes, except as required by applicable laws.

9.4 In circumstances where Aurora Expeditions varies the date of departure of the expedition due to circumstances outside of our control, other than under clause 8, the amended date of departure will be advised to you in writing by Aurora Expeditions and may be at any time within 18 months of the original departure date.

9.5 Where an expedition departure date is varied by Aurora Expeditions pursuant to clause 9.4, you may:

- (a) accept the terms of the amended departure date advised to you pursuant to clause 9.4;
- (b) elect by written notice to Aurora Expeditions to assign the benefit of the amended expedition itinerary advised to you pursuant to clause 9.4 to any of your family members; or
- (c) credit the value of all payments made by you to Aurora Expeditions toward the value of a future expedition in accordance with clause 1.2; or

9.6 Should:

(a) you or a family member not wish to participate in the expedition on the revised date as advised to you by Aurora Expeditions pursuant to clause 9.4; or

(b) you not wish to assume the benefit of a credit for a future voyage pursuant to clause 9.5(c),

you may cancel your expedition in accordance with clause 5.

Aurora Expeditions will not otherwise be liable for compensation or damages, for any loss, consequential or indirect damage, expenses, loss of time or inconvenience, loss of opportunity or loss of enjoyment which may result from such variation, unless otherwise required by applicable laws.

9.7 To minimise the effects of tourism on the pristine environments in Antarctica and the Arctic, IAATO & AECO restrict shore landings to a maximum of 100 people at any given time. In the event that more than 100 expeditioners wish to go ashore at any given time, Aurora Expeditions reserves the right to manage landings in accordance with regulations established by governing authorities.

10 Force Majeure

10.1 Aurora Expeditions will not be responsible for the performance of the Contract if prevented or delayed by acts of God, epidemic (together with

events naturally arising from an epidemic), government action, strikes, or other industrial relations matters, accidents, weather, traffic, airport conditions, lack of performance by third party suppliers, or other causes beyond their control (Force Majeure event).

10.2 In circumstances of a Force Majeure event as defined in clause 10.1, Aurora Expeditions may, at its absolute discretion:

- (a) cancel the expedition in accordance with clauses 7 or 8;
- (b) vary the expedition itinerary in accordance with clauses 8 or 9; or
- (c) take any other action that Aurora Expeditions deems reasonably necessary to minimise the risk to passengers, staff, crew, vessels and equipment, and provide the expedition in the manner Aurora Expeditions deems appropriate in the circumstances.

11 Health, Required Fitness Levels, Trip Grades, Age Limits + Compulsory Medical Assessments

11.1 It is your responsibility to advise Aurora Expeditions of any pre-existing medical conditions and/or disability that might reasonably be expected to:

- (a) increase your risk of requiring medical attention during the voyage,
- (b) increase your risk of suffering medical or health complications or symptoms during the voyage, or increase the seriousness of such medical or health complications or symptoms; or
- (c) affect your safety, or
- (d) affect the normal conduct of an expedition of the type that you will be booking or negatively impact other expedition members, staff or crew.

11.2 If you are not sure whether a medical condition of disability is relevant under clause

11.1, it is your responsibility to consult with a legally qualified medical practitioner ("Doctor") and obtain medical advice on this. In providing its services, Aurora is relying upon you having provided the information in clause 11.1 above as well as you consulting with your Doctor to confirm your suitability to travel at all relevant times. For the avoidance of doubt, your obligation under clause 11.1 is a continuing one and is in place at all relevant times, not just at the time you complete relevant medical forms or make your booking.

11.3 In addition to the continuing disclosure in 11.1, you will be required to provide to Aurora medical assessment information under the following process:

(a) Aurora Expeditions will provide a medical self-assessment form to you between 4 and 6 months prior to the departure date of the expedition. You must complete and return this medical self-assessment form by at least 3 months prior to departure. If you book within 3 months prior to the departure date of the expedition, you must complete and return this assessment as soon as practically possible and a maximum 20 days prior to departure.

(b) After receiving your medical self-assessment form, Aurora Expeditions may require you to obtain a medical certificate from a Doctor certifying that you are fit to undertake the voyage.

(c) You must return any medical certificate within 2 months prior to the departure date of the expedition, or if you are requested to provide the form within 2 months prior to departure, as soon as practically possible and a maximum of 10 days from booking.

(d) If you fail to return the completed medical self-assessment form or the medical certificate within the timeframes specified above Aurora Expeditions will be entitled to cancel your booking in which case you will be entitled to a refund of all amounts paid to Aurora Expeditions, less your Deposit and you will not be entitled to any further compensation (including for costs or expenses).

11.4 It is your responsibility to provide full and accurate information in your medical self-assessment form. Aurora Expeditions will rely upon this information. Aurora Expeditions will not be liable to you for any losses to the

extent that they are caused by your failure to provide full and accurate information in your medical self-assessment form, or if you were otherwise not appropriately self or medically assessed as to your ability to travel, and would otherwise have been avoided.

11.5 It is your responsibility to provide full and accurate information to your Doctor when obtaining the medical certificate under this clause 11. Aurora Expeditions will rely upon the medical certificate under clause 11.3 and your self assessment and disclosure under clauses 11.1 and 11.2. Aurora Expeditions will not be liable to you for any losses to the extent they are caused by your failure to provide full and accurate information to your Doctor or in your medical assessment form, and would otherwise have been avoided.

11.6 Should your medical condition change after submitting the medical self-assessment form or the medical certificate referred to in this clause 11, it is your responsibility to advise Aurora Expeditions within 48 hours after you become aware of such a change.

11.7 If Aurora Expeditions becomes aware or forms the view on a reasonable basis at any stage that you have not provided full and accurate information in your medical self-assessment form or to your Doctor when obtaining your medical certificate, then Aurora Expeditions is entitled to cancel your booking in which case you will be entitled to a refund of all amounts paid to Aurora Expeditions less any Deposit paid and you will not be entitled to any further compensation (including for costs or expenses).

11.8 If Aurora Expeditions forms the view on a reasonable basis at any stage that your medical condition or disability might reasonably be expected to:

- (a) increase your risk of requiring medical attention during the voyage,
- (b) increase your risk of suffering medical or health complications or symptoms during the voyage, or increase the seriousness of such medical or health complications or symptoms; or
- (c) affect your safety; or
- (d) materially affect the conduct of an expedition of the type that you will be booking and negatively impact other expedition members, staff or crew,

then Aurora Expeditions is entitled to:

- (e) inform you of the reasonable steps it considers are required to eliminate the factors above, and require you to pay for any associated costs; or
- (f) if it forms the view that reasonable steps are not available to eliminate the factors above, or you do not agree to put such steps into place, cancel your booking in which case you will be entitled to a refund of all amounts paid to Aurora Expeditions less any Deposit paid and you will not be entitled to any further compensation (including for costs or expenses).

11.9 Should you be pregnant, for your safety and the safety of your unborn child, Aurora Expeditions does not recommend that you join an expedition. However, if you discover that you are pregnant prior to the commencement of an expedition and wish to participate irrespective of our advice against travelling, you must be 16 weeks or less into your pregnancy at the completion of the voyage and you must have clearance from a registered Obstetrician prior to departing your country of residence. Your travel insurance must cover pregnancy-related complications arising from adventure-based activities. In any event, Aurora Expeditions reserves the right cancel your booking under clause 11.7.

12 Mandatory Travel Insurance

12.1 Due to the adventurous style of travel offered by Aurora Expeditions and the remoteness of the areas in which we travel, it is a condition of travel with Aurora Expeditions that all passengers are covered by comprehensive travel insurance prior to departure, and that they maintain such insurance for the duration of the expedition.

12.2 Passengers travelling with Aurora Expeditions are required to be covered by a reputable travel insurance policy that includes baggage loss, cancellation & curtailment of holiday, medical, accident and repatriation/emergency evacuation coverage worth at least \$250,000 USD and otherwise on terms that are sufficient to indemnify you. We travel to remote regions of the world and

we recommend that the insurance policy's repatriation/emergency evacuation benefit be higher than minimum and cover you for remote or Polar Evacuation should it be required. In the case of a medical issue arising during the expedition, either on board or on shore, which results in costs for medical treatment, repatriation, evacuation, use of aircraft, etc, the responsibility for payment of these costs and expenses belongs solely to the passenger. Please ensure that such eventualities are covered by your travel insurance policy. In any case, if you are not covered by a travel insurance policy, the responsibility remains with the passenger and Aurora Expeditions specifically declines any responsibility whatsoever, including in circumstances where Aurora Expeditions or a related body corporate of Aurora Expeditions arranges a travel insurance policy on your behalf.

12.3 Your insurance details must be supplied to us prior to final payment and if you fail to provide the requested insurance information at the time requested, we reserve the right to cancel your booking.

12.4 In that event that you do not produce confirmation of travel insurance to Aurora Expeditions pursuant to clause 12.3 and your booking is subsequently cancelled by Aurora Expeditions, you will remain liable to pay any amounts that are due and payable in accordance with these Terms & Conditions.

13 Personal Data, Visas, Health Requirements

13.1 You are responsible for ensuring that all personal information provided by you to make a booking is correct. Aurora Expeditions will not be liable for any incorrectly issued vouchers or tickets as a result of incorrect or incomplete information provided by you. Any name or spelling changes made after booking confirmation may result in supplier-imposed fees which will be at your sole cost and expense. Please provide us with a scanned copy of your passport at the time of reservation.

13.2 You are responsible for all immigration, passport, visa, health, quarantine and customs laws, regulations, orders, demands or other requirements of countries proposed to be visited or transited. You should check the requirements of those countries with their embassies or consulates or other authorities.

13.3 Visas (including transit visas) and Reciprocity fees (paid prior to departure) are the passengers' responsibility. For more information, please refer to www.dfat.gov.au or www.smarttraveller.gov.au (for Australian passport holders). Passengers from countries other than Australia should refer to their local government websites. You need to ensure that you have at least 6 months validity on your passport from the date of your return to your home country.

13.4 It is your responsibility to ensure that you are aware of any health requirements for your travel destinations as vaccinations may be required for the countries you visit. You need to contact your local Doctor or a travel Doctor who will advise you of these requirements. Please note that vaccinations may be recommended some period in advance of travelling.

14 Airfares, Ticketing and Ancillary Services

14.1 All flight bookings are subject to the relevant carrier's conditions of carriage. Cancellation and refund policies associated with airfares vary according to airfare Terms & Conditions and the relevant carrier's conditions of carriage. Aurora Expeditions sells airfares that have strict conditions when it comes to amendments, changes, and cancellations – many of which are non-changeable and non-refundable after the ticket has been issued. Please ask your travel agent about the fare conditions at the time of booking. Once you have departed your home country, we recommend you contact your travel agent or airline directly to make any changes to your ticketed flight bookings.

14.2 Any bookings for extension packages and additional services ("Ancillary Services") are subject to the relevant third party supplier or operators' conditions of booking, which do not form part of your Contract with Aurora Expeditions. Cancellation, amendment and refund policies associated with these services vary. Please ask your travel agent about the conditions of booking for any applicable Ancillary Services, including any amendment or cancellation policy, at the time of booking.

14.3 We may receive fees, commissions, gifts or financial incentives from third parties under this contract.

15 Authority of the Expedition Leader

15.1 At all times, the decision of the Aurora Expeditions' Leader or representative will be final on all matters likely to affect the safety and well-being of expedition members, the well-being of communities and wildlife we visit, and the conduct of the expedition. This includes any decision that the Aurora Expeditions' Leader may make about the passengers' ongoing participation in the expedition or certain activities that comprise part of the expedition. If the passenger fails to comply with a decision made by the Aurora Expeditions' Leader, or interferes with the well-being of the group, the Aurora Expeditions' Leader reserves the right to terminate your participation in the expedition and to require you to leave the expedition immediately, with no right of refund and Aurora Expeditions will not be liable for any compensation, costs, damages or losses arising from such termination.

16 Photographic & Filming Consent and Release, Privacy and Data Protection

16.1 As a passenger travelling with Aurora Expeditions, you extend permission to Aurora Expeditions to take your photograph or film you during the expedition, and you release all rights over those images or footage without consideration. You understand and consent that Aurora Expeditions may use any likeness taken of you, any video footage and/or your comments for future publicity in any media and promotional material. You waive any right to privacy or copyright in respect thereof.

16.2 Any passenger who does not wish to be photographed or filmed must advise Aurora Expeditions in writing prior to expedition commencement.

16.3 In order for us to process your booking and provide a service to you, you are required to provide us with your personal information, which we may need to provide to service providers, as well as to customs and immigration authorities. Some of the persons to whom we provide your personal information are located overseas, including in countries that may not provide the same level of protection of personal information as required by Australian law. By making a booking, you give us your consent to use and disclose your personal information in the manner described in this clause.

16.4 We may also use your first name for marketing purposes, unless you tell us in writing prior to expedition commencement that you do not want us to do so. To the extent applicable, the provisions referred to in clause 21 of these Terms & Conditions shall apply.

16.5 Any photographs or video footage provided by any passenger to Aurora Expeditions for use in the voyage log/photo slideshow may be used by Aurora for marketing purposes and showcased on the website in the voyage log/video section, unless advised otherwise by the passenger.

17 Feedback

17.1 If you have any complaints about your trip, you should make them known at the earliest opportunity to the Aurora Expeditions Leader or an Aurora Expeditions representative, who will take such action as he or she considers to be appropriate in the circumstances. If at the end of the expedition you feel that your complaint has not been properly dealt with, please notify us in writing either directly or through your travel agent within 30 days of the end of your trip. Aurora Expeditions reserves its rights to address any such complaints in such manner as it thinks fit.

18 Travel Agent Bookings

18.1 Aurora Expeditions acknowledges that you (the passenger) may utilise a travel agent to book your arrangements with Aurora Expeditions and we shall not be liable for any representations made by the travel agent. You (the passenger) understand and acknowledge that it is your responsibility to read, understand, and accept our Terms & Conditions at the time of providing your

booking form and Deposit. Any reservation made with Aurora Expeditions either directly or through a travel agent constitutes a binding agreement signifying your acceptance of, and your agreement to, follow and be bound by these Terms & Conditions. It is the responsibility of the passenger to complete the booking form and personal information form accurately. Any flights or pre/post land arrangements not booked through Aurora Expeditions or any of its authorised agents do not form a part of this agreement and are subject to their own Terms & Conditions to which Aurora Expeditions are not party. Your travel agent will have their own booking conditions (in addition to ours) which do not form a part of your Contract with Aurora Expeditions.

19 Ship Images, Map, Voyage Itineraries

19.1 Images and videos including those in our brochures and on our website may be artists' impressions and the final interior design of cabins, suites, and public areas of any ships are subject to change.

19.2 The deck plan, suite sizes, images, and layout, and inclusions in our brochures and on our website may vary and be subject to change. They may not be drawn to scale and are indicative representations only. Suite and balcony sizes within each category may vary slightly depending on their location on each deck.

19.3 Maps and/or voyage itineraries contained in our brochures and on our website are a guide. Whilst every effort will be made to follow the itinerary described, in the event of political problems or natural disturbances or other unforeseen circumstances, we may act in accordance with clauses 8 or 9 as applicable and substitute an alternative itinerary for that section of the expedition. Whilst unlikely, it is an inherent consequence of expeditionary travel in remote and lesser-visited areas.

20 Jurisdiction and Law

20.1 All disputes and claims arising out of or in connection with this Agreement are governed by the laws applicable in the State of New South Wales, Australia. By acquiring products and services from Aurora Expeditions, you consent and submit to the exclusive jurisdiction to the Courts of New South Wales and the Commonwealth of Australia, as may be appropriate.

21 Data Protection

21.1 Definitions

“Data Protection Law”: means all applicable data protection and privacy laws and regulations including, but not limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the transfer of such data (“GDPR”).

“Data”: means all personal data collected, generated, used, stored, transferred or otherwise processed by Aurora in connection with the Contract.

“Losses”: means all losses, costs, charges, expenses, liabilities, claims, actions, proceedings, fines, penalties, damages and adverse judgments, including attorneys' fees.

21.2 Each party shall:

21.2.1 comply fully with its obligations under Data Protection Law;

21.2.2 appoint a point of contact for data protection matters and provide the other party with contact details for the same upon request;

21.2.3 ensure that its privacy notices are clear and provide sufficient information to customers for them to understand which of their Data shall be processed and/or shared with the other party and/or other party's authorised sub-contractors in connection with their booking and the purposes for the Data sharing;

21.2.4 ensure that all Data that is shared with the other party is collected, processed and transferred in accordance with Data Protection Law; and

21.2.5 implement, maintain and, at all times operate adequate and appropriate technical and organisational measures to (i) protect the security, confidentiality, integrity and availability of the Data, and (ii) protect against unauthorised or unlawful processing of the Data and accidental loss, destruction or the making vulnerable of, or damage to, the Data.

21.3 Sub-processors. In the event that a party appoints a sub-processor in respect of any of its Data processing activities then such party shall ensure that, prior to any processing of Data by the sub-processor, it enters into an agreement with the sub-processor on terms that comply with the requirements of Data Protection Law. Each party shall remain fully responsible for the acts, omissions and defaults of its sub-processor as if those were the acts, omissions and defaults of such party.

21.4 Notification of a Data Incident.

21.4.1 If a party receives any complaint, notice, request or communication which relates directly or indirectly to its processing of Data it shall immediately notify the other party in writing and shall provide full cooperation and assistance in relation to the same.

21.4.2 If a party discovers or suspects:

21.4.2.1 any unauthorised or unlawful access, processing, use or destruction of any Data;

21.4.2.2 any Data is disclosed or accessed in breach of Data Protection Law; or

21.4.2.3 any loss, theft, damage, corruption or misappropriation by any means of any Data or media, materials, records, or information containing any Data; and/or

21.4.2.4 any other security incident affecting the Data;

(each “Data Incident” described above), then it must notify the other party in writing no later than 48 hours after discovery of the Data Incident and provide written details of the nature of the Data Incident including, the categories and approximate numbers of data subjects concerned and the categories and approximate number of personal data records concerned, the likely consequences of the Data Incident, and the measures taken or proposed to be taken to address the Data Incident including measures to mitigate possible adverse effects for data subjects.

21.4.3 Each party shall, where relevant, provide full cooperation, information and assistance to other party in relation to any Data Incident in accordance with Data Protection Law and the other party's reasonable instructions.

21.5 Change in Law. In the event of any change in Data Protection Law, each party shall take such steps (including agreeing to additional obligations or executing additional documents) as may be required by the other party in order to ensure continued compliance with Data Protection Law.

21.6 Indemnity. The Passenger shall indemnify and hold Aurora Expeditions, including its associated companies or businesses, its servants and agents, harmless against all losses that Aurora Expeditions may suffer, sustain or incur as a result of any breach by the Passenger or by its sub-processor of the provisions of this clause or its obligations hereunder.

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