

To secure your booking, please complete and sign the booking form and send to Aurora Expeditions along with your deposit and a photocopy of your passport (International departures only).

PASSPORT

Have you attached a photocopy of your passport?

YES NO

How did you hear about Aurora Expeditions?

- Past Passenger
- Friend/Family
- Advertisement
- Internet
- Other

ACTIVITY OPTION

Activity places are limited and surcharges may apply. Strictly one activity per person. Please check activity is available on your departure prior to booking.

- Sea Kayaking
- Ski Touring
- Ski Crossing
- Snowshoeing
- Polar Snorkelling
- Scuba Diving
- Mountaineering
- South Georgia Alpine Crossing
- Photography
- Camping

NOTE: Antarctic Camping and Photography Workshops are complimentary on select expeditions and are organised on board. All activities are subject to weather conditions.

CONTACT DETAILS

Aurora Travel Pty Ltd
(ABN 85 139766 911)
Aurora Expeditions NSW
Suite 12, Level 2, 35 Buckingham Street
Surry Hills NSW 2010 Australia
Freecall: 1800 637 688

EXPEDITION DETAILS

Expedition Name:
Expedition Code:
Departure Date:
Cabin Category:
Bed configuration: Twin Double (The *Greg Mortimer* only)

PASSENGER ONE

Please provide a copy of your valid passport. Passports should have at least six months of validity when travelling internationally, ie, set to expire at least six months after the final day of travel.

Mr Mrs Miss Ms Dr Surname:
Given Names: Preferred Name:
Date of Birth:
Address: Suburb:
State: Postcode: Country:
Country of Birth: Email Address:
Phone No: Mobile:

PASSENGER TWO

Please provide a copy of your valid passport. Passports should have at least six months of validity when travelling internationally, ie, set to expire at least six months after the final day of travel.

Mr Mrs Miss Ms Dr Surname:
Given Names: Preferred Name:
Date of Birth:
Address: Suburb:
State: Postcode: Country:
Country of Birth: Email Address:
Phone No: Mobile:

I HAVE READ AND UNDERSTOOD THE TERMS & CONDITIONS

Signature 1: Date:
Signature 2: Date:
Signature of parent/guardian if under 18:

DEPOSIT PAYMENT US/AU\$2,500 PER PERSON (in voyage currency) EUR

NB: All-inclusive packages require deposit of AU\$5000 per person.

~~CHEQUE~~ Please make cheques payable to Aurora Expeditions
~~BANK TRANSFER~~ Please see page 2 of your invoice for bank details
~~HiFX~~ When processing your transaction, please quote your Trip Name & Last Name as a reference and send email notification to payments@auroraexpeditions.com.au
~~CREDIT CARD~~ Trip deposits will incur credit card surcharges (1.5% for Visa/Mastercard and 1.8% for American Express)
 Visa Mastercard AMEX (US\$ expeditions only). Amex Card ID:

Expiry /

Cardholder's Name:
Signature: Amount US AU: \$.....

Jürgen Stock
Sven-Hedin-Str. 8
22523 Hamburg

Tel.: 040-57 12 96 - 51 / Fax: -49
just@antarktis-expedition.info
www.antarktis-expedition.info



TERMS AND CONDITIONS

These are the Terms and Conditions of business of Aurora Travel Pty Ltd (ACN 139 766 911) trading as "Aurora Expeditions". Please carefully read and ensure you understand the following terms and conditions as they set out the basis upon which we accept all bookings. If you decide to travel with Aurora Expeditions and make payment for an expedition, you do so on the understanding that you have accepted the terms and conditions of the contract. We reserve the right to amend our terms and conditions from time to time.

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) Please carefully read and ensure you understand the following Terms & Conditions as they set out the basis upon which we accept all bookings. 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.

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 although amendments should occur only 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 and exchange rate fluctuations and ground costs and ship charter rates. Any increase in price must be paid by you before your departure.

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

- the credit may only be used toward the cost of your ticket and not toward any other goods or services offered by Aurora Expeditions;
- no monies will be refundable to you under any circumstances; and
- 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, 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, howsoever arising, for personal injury, death, property damage or for 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:

- to accept all the inherent risks of the proposed adventure trip and the possibility of personal injury, death, property damage, or loss;
 - 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;
 - 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
 - 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 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 any oral, written or visual representations or statements by Aurora Expeditions or its staff or other agent or representative or any other inducement or coercion to enter into the Contract. In deciding to book an expedition with Aurora Expeditions, you have made your own enquiries as to the suitability of the expedition and all aspects of it and you have satisfied 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 non-refundable 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 clause 8) 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 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 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

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 also reserves the right to not operate or cancel an activity or trek in the event of a cancellation by a third-party.

7.4 It may also be necessary for Aurora Expeditions to cancel an expedition as a result of adverse weather conditions. Aurora Expeditions will endeavour to ensure that any expedition takes place but, at times, this may not be possible due to weather conditions. Aurora Expeditions accepts no liability for any loss, damage, cost or expense in the event of a cancellation as a result of weather conditions. In that event, you will not be entitled to a refund of any amounts paid by you and you will remain liable to pay any money that is due and payable under these Terms & Conditions.

"Fly/Sail", "Fly/Fly" and "Sail/Fly" voyages

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

7.6 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.

7.7 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.

7.8 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.

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

7.10 If a charter flight from any starting point to the point of embarkation for the ship voyage is delayed due to adverse weather conditions, Aurora Expeditions will attempt, for a period of up to 72 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.

7.11 If it is not reasonably practicable for a later charter flight to be arranged for you, within 72 hours from the proposed departure time of the charter flight, your expedition will be deemed cancelled.

7.12 If your expedition voyage is deemed cancelled, due to weather conditions affecting your charter flight, Aurora Expeditions will offer you the following options:

- We will endeavour to accommodate you, at no additional charge on the next scheduled ship voyage but this is subject to availability of cabins and any other applicable circumstances. You will be liable for any additional costs or charges for any subsequent charter flights.
 - If you do not wish to take the next scheduled voyage, or we are unable to accommodate you as set out above, we will offer you a 50% discount on the cost of a future voyage of your choice (subject to availability) in the form of a credit. The 50% discount is only applicable to the same cabin category as the original voyage. Upgrades to higher cabin category will be subject to any price difference between the original and the upgraded cabin category. The discount and the credit are not transferable or redeemable for cash and any subsequent voyage must be taken within 12 months from the date of deemed cancellation of the original voyage. The other 50% of the price paid by you will be forfeited to Aurora Expeditions and you agree that you will not be entitled to recover that 50% or any part thereof.
- If neither of the above options is exercised, then you will not be entitled to any refund of any amounts paid by you.

7.13 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.

7.14 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 72 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. Strictly no refund will be provided for any reason and you will not be entitled to make any claim howsoever arising as a result of this change. Aurora Expeditions will not be liable for and does not accept any claims for any costs made by you 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

8. Variation of Itinerary

8.1 Despite any other term in the Contract and due to unforeseen circumstances, including though not limited to the direct or indirect consequence of a force majeure event (clause 9), Aurora Expeditions may vary any aspect of the expedition itinerary with little or no advance notice. You will have no right to any refund 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. Such changes may not be used by you to put forward a claim of any kind to Aurora Expeditions.

8.2 In circumstances where Aurora Expeditions elects to vary the date of departure of the expedition, the amended date of departure will be advised to you in writing by Aurora Expeditions and the date may be at any time within 18 months of the original departure date.

8.3 Where an expedition departure date is varied by Aurora Expeditions pursuant to clause 8.1, you may:

- accept the terms of the amended departure date advised to you pursuant to clause 8.2;
- elect by written notice to Aurora Expeditions to assign the benefit of the amended expedition itinerary advised to you pursuant to clause 8.2 to any of your family members; or
- credit the value of all monies paid by you to Aurora Expeditions toward the value of a future expedition.

8.4 Despite any other term in the Contract, should:

- 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 8.2; or
- you not wish to assume the benefit of a credit for a future voyage pursuant to clause 8.3(c), your only right of recourse in all circumstances will be cancellation by you pursuant to clause 5.

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8.5 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.

9. Force Majeure

9.1 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.

9.2 In circumstances of a force majeure event as defined pursuant to clause 9.1, Aurora Expeditions may, at its absolute discretion:

- cancel the whole or part of the expedition pursuant to clause 7;
- vary the expedition itinerary pursuant to clause 8; or
- take any other action that Aurora Expeditions deems reasonably necessary.

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

10.1 It is your responsibility to advise Aurora Expeditions of any pre-existing medical conditions and/or disability that might reasonably be expected to increase risk of you requiring medical attention, or that might affect the normal conduct of an expedition of the type that you will be booking and that might negatively impact other expedition members.

10.2 You are required to provide an assessment of your medical condition from a fully qualified medical practitioner, and for this purpose we provide a medical form that needs to be signed by the medical practitioner, regardless of whether you have a pre-existing condition or not and returned to us, between 3 and 6 months prior to the departure date of the expedition. If you book within 3 months prior to the departure date of the expedition, your assessment is due as soon as practically possible, maximum 5 days from booking. Any failure to return the completed medical form will entitle Aurora Expeditions to cancel your booking and in which case our cancellation provisions will apply.

10.3 Should your medical condition change after submitting the medical form, it is your responsibility to advise Aurora Expeditions within 48 hours after you become aware of such a change.

10.4 Aurora Expeditions reserves the right to deny entry/boarding, without refund or resulting expenses, to any passenger for any reason at its sole discretion (including but not limited to the Expedition Leader and/or Aurora Medical Adviser determining that the passenger has not disclosed accurate medical information that may deem the passenger unfit to participate in the expedition and/or additional activities or that may impact other expeditioners).

10.5 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 medical practitioner 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 to implement clause 10.4 whereby the Expedition Leader and/or Aurora Expeditions Medical Adviser has the final decision on whether the participant is considered fit to join the Expedition, or participate in Expedition activities.

11. Mandatory Travel Insurance

11.1 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.

11.2 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 is 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.

11.3 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.

11.4 In that event that you do not provide confirmation of travel insurance to Aurora Expeditions pursuant to clause 11.3 and your booking is subsequently cancelled, you will not be entitled to any refund and you will remain liable to pay any amounts that are due and payable in accordance with these Terms & Conditions.

12. Personal Data, Visas, Health Requirements

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. International Airfares and Ticketing

13.1 All flight bookings are subject to the carrier's conditions of carriage. Cancellation and refund policies associated with airfares vary according to airfare Terms & Conditions and the relevant airline. 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 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.

13.2 Any bookings for extension packages and additional services are subject to the supplier or operators' conditions of booking. Cancellation, amendment and refund policies associated with these services vary. Please ask your agent about the amendment or cancellation policy at the time of booking.

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

14. Authority of the Expedition Leader

14.1 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.

15. Photographic Consent and Release, Privacy and Data Protection

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

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

15.3 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.

15.4 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 20 of these Terms & Conditions shall apply.

15.5 Any photographs provided by any passenger to Aurora Expeditions for use in the voyage log/video 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.

16. Feedback

16.1 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.

17. Travel Agent Bookings

17.1 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 and 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.

18. Ship Images, Map, Voyage Itineraries

18.1 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.

18.2 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.

18.3 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 reserve the right to 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.

19. Jurisdiction and Law

19.1 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.

20. Data Protection

20.1 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.

20.2 Each party shall:
20.2.1 comply fully with its obligations under Data Protection Law;

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

20.2.3 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;

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

20.2.5 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.

20.3 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.

20.4 Notification of a Data Incident

20.4.1 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.

20.4.2 If a party discovers or suspects:
20.4.2.1 any unauthorised or unlawful access, processing, use or destruction of any Data;

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

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

20.4.2.4 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.

20.4.2.5 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.

20.5 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.

20.6 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.