

Expedition Terms and Conditions - Quark Expeditions

Effective for bookings made on or after December 10th, 2024.

For any bookings made prior to December 10th, 2024, please refer to your booking documentation received at time of confirmation as your booking terms and conditions will vary.

IMPORTANT EXPEDITION TERMS AND CONDITIONS. TRIP PARTICIPANTS READ CAREFULLY. THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY QUARK EXPEDITIONS, INC TO, AND ACCEPTED BY, YOU, THE TRIP PARTICIPANT, SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW. EACH TRIP PARTICIPANT SHOULD CAREFULLY REVIEW THIS CONTRACT.

IMPORTANT NOTICE: THE ATTENTION OF TRIP PARTICIPANTS IS SPECIALLY DIRECTED TO PARAGRAPHS 19 THROUGH 34 WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF TRIP PARTICIPANTS WHO ASSERT CLAIMS AGAINST QUARK EXPEDITIONS, INC., THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION CLAUSE, CLASS ACTION WAIVER, LIMITATION OF LIABILITY AND TIME LIMITATION PROVISIONS.

Terms & Conditions of Sale

The purchase of any travel services offered by Quark Expeditions, Inc. (along with its affiliates, owners, officers, agents and employees collectively referred to as “Quark” or “QEI”) creates a contractual relationship between QEI and you, the customer/participant in the travel package (the “Expedition”) provided by QEI (for and on behalf of yourself and all other customers/participants for whom you are purchasing the travel package, herein referred to as the “traveler”, “passenger”, “participant”, “you” or “your”), and represents your acceptance of the terms and conditions of your Expedition set out herein (the “Terms and Conditions”). Please read the following information carefully. In order for your Expedition reservation to be completed, you must indicate you accept the Terms and Conditions by checking the appropriate box when paying your deposit for online reservations or, for reservations made by telephone, by signing and returning the Expedition Terms and Conditions sent to you by QEI. QEI reserves the right to amend these terms and conditions at any time with or without notice. You are advised to check on the QEI website located at www.quarkexpeditions.com or to request the latest version of the Terms and Conditions from QEI prior to booking your Expedition. For purposes of these Terms and Conditions, any reference to “Cruise” shall mean those periods of the Expedition during which the Passenger is embarking or disembarking or on a vessel which is owned, chartered or operated by QEI and/or Ultramarine Owner (defined below) for the Expedition (the “Vessel”), including but not limited to when the Passenger is on land while the Vessel is in port and any shore excursions.

FOR WHERE WE ARE CONTRACTUALLY BOUND TO PROVIDE A SEPARATE TICKET FROM CARRIER: You will be asked to accept a separate Contract of Carriage with the carrier (the “Carrier”) of your Cruise or Airline which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier whereby any dispute that you raise directly with the Carrier will be governed by and subject to the terms of the Contract of Carriage. For the avoidance of doubt, these Terms and Conditions govern the relationship between you and QEI, and any dispute or claim that you raise with the carrier will be subject to the Contract of Carriage and not these Terms and Conditions. To the extent there is a conflict between these Terms and Conditions and the provisions of the Contract of Carriage as they relate to you and the Carrier, then the Contract of Carriage shall prevail and supersede the provisions of these Terms and Conditions; and to the extent there is a conflict between these Terms and Conditions and the provisions of the Contract of Carriage as they relate to you and QEI, then these Terms and Conditions shall prevail and supersede the provisions of the Contract of Carriage.

IMPORTANT INFORMATION FOR EXPEDITIONS ABOARD THE VESSEL ULTRAMARINE (“ULTRAMARINE”)

The Ultramarine Owner (defined below) is a sister company of QEI and the companies are members of the same Group. QEI acts as Ultramarine Owner's exclusive agent, for and on behalf of Ultramarine Owner, with respect to the marketing, sale and taking bookings for Expeditions aboard Ultramarine. The payment of your deposit and the acceptance of your signature to these Terms and Conditions (as defined below) by QEI creates a contractual relationship between Vinson Expeditions LLC (the “**Ultramarine Owner**”) and you for Expeditions aboard the Vessel known as “Ultramarine”. As such, the contractual relationship for Expeditions on-board “Ultramarine” is directly between the Passenger and the Ultramarine Owner. For the avoidance of doubt such booking remains governed by these Terms and Conditions (as applicable) and, if any, the Conditions of Carriage of the Ultramarine Owner. The Ultramarine Owner is afforded and protected by the entirety of these terms and conditions (including, but not limited to, those stated in paragraphs 19 to 34). To the extent there is a conflict between these Terms and Conditions and any Conditions of Carriage issued by the Ultramarine Owner then the Conditions of Carriage shall prevail.

1.0 Reservations and Payment

Currency

QEI accepts payment in 5 currencies US dollars (US\$), Australian Dollars (AU\$), Euros (€) Pounds Sterling (£) and Canadian dollars (CAD\$). The currency will be applied based on the location of the client. Once the initial deposit/payment has been paid, all subsequent fees/charges will be applied in the same currency. QEI reserves the right to adjust prices based on exchange rates without notice.

Methods of Payment

Payments may be made by ACH (direct debit), wire transfer, check or a major credit card such as American Express, Visa, or MasterCard.

To cover the cost of processing a credit or charge card transaction, and pursuant to applicable state regulations (including, with respect to Colorado, section 5-2-212, Colorado Revised Statutes), Quark Expeditions impose a surcharge of 2.8% for all credit card payments. This surcharge is not greater than our acceptance costs for credit card transactions. It does not apply to payment via debit card, ACH, wire transfer, check or credit card payments with a billing address outside of the USA or in Connecticut, Massachusetts, or Puerto Rico.

For customers who choose to pay via Automated Clearing House (“ACH”) then such services is made available by our bank, Bank of America, from time-to-time. In making such payment the person paying must agree to the Bank of America ACH terms and conditions (as updated from time-to-time) and authorizes us to accept and process payments via ACH.

Deposits

To confirm reservations, a deposit of 25% (unless indicated otherwise at time of booking) of the net, discounted rate (minimum US\$1000, AU\$1300, £650, €880, CA\$1280 per person) of the total invoice amount is required at time of booking. The deposit must be paid by major credit card, wire transfer, check or money order. For any bookings within 120 days of departure full payment is required. Deposit amounts may vary for special promotions and are subject to the promotion terms and conditions

Payments

Balances are due 120 days prior to departure. Final payment can be made by major credit card, bank wire or check. Deposits and payments for pre-Expedition and post-Expedition services are specific to each item and are explained and communicated at time of purchase.

QEI is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to QEI

Late payments: All late payments are subject to a penalty of 1.5% interest per month, or 18% per annum. QEI reserves the right to cancel any booking that is not paid within 120 days of departure or deny boarding on any unpaid balances.

Special requests

QEI will always try to accommodate special requests, but will not guarantee such things as cabin/room number, bedding type, special meals and airline seats. Please ensure all special requests are conveyed to your booking agent at time of reservation.

2.0 Rates

All fares are quoted in US dollars (US\$), Australian dollars (AU\$), Euros (€) Pounds Sterling (£) and Canadian dollars (CAD\$). Rates for Expeditions, including flights, transfers or mandatory transfer packages, as well as optional pre-Expedition and post-Expedition extensions are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure.

Quark Expeditions will not apply any surcharges to a booking once confirmed.

All travelers are required to pay for their excursion and additional purchases in conjunction with their excursion in the same currency. The fare does not include tobacco, alcoholic or special beverages (bottled or tap), miscellaneous extras, personal needs, medical care or any other item not expressly stated as being included. Such goods and services, if available for purchase aboard the Vessel, are at the travelers' own expense. Payment for all such goods and services including any charges for extra baggage must be made in cash or by traveler's checks in US dollars (or other currency acceptable to the carrier) upon demand by the carrier prior to the traveler's disembarkation. Taxes, port charges, embarkation and loading expenses, stamps, health fees and any other charges whatsoever imposed by governmental authorities in any port or place shall be for the account of the traveler if not included in the fare paid to QEI.

3.0 Cancellations By Guests, Refunds and Future Travel Refund Credits

Cancellation fees apply to the entire Expedition booking, including Expedition fare, air add-ons, ground transfers, pre- and post-Expedition hotel and tour packages. If any non-Expedition components are canceled, you will be responsible for any cancellation fees imposed by the airlines, other transportation carriers, other tour and ground operators, and other hotel properties. You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this section. Any refunds will be made directly to the method of payment you used at the time of booking. If a refund cannot be issued back via the original method of payment, then refunds will be returned via wire transfer.

Guests who cancel in writing as set forth below within the dates shown below for any reason, including medical or family reasons, are subject to the following per-person cancellation fees, as applicable:

You hereby agree that losses sustained by QEI and/or Ultramarine Owner in the event of your cancellation would be very difficult or impossible to quantify and that the fees set forth in the below cancellation schedule represent a fair and reasonable assessment as liquidated damages. Since a cancellation likely means a diminished opportunity to sell the same space on other

cruises or trips, the cancellation fees below apply regardless of a name change or stateroom resale.

All requests for cancellation must be received in writing. Cancellations cannot be made online.

Cancellation period	Per person cancellation fee
Within 15 days after the date the booking confirmation is issued (where the booking is confirmed more than 180 days prior to day 1 of the Expedition)	Free cancellation
From 15 days after booking confirmation up to (and including) 120 days prior to day 1 of the Expedition	Loss of deposit payment
119 to 90 days prior to day 1 of the Expedition	75% of total booking amount
89 or less prior to day 1 of the Expedition (including any cancellation after the Expedition has started)	100% of total booking price

Future Travel Refund Credits

If you were issued a Future Travel Refund Credit (FTRC) it is important to note the Cancellation Terms and Conditions for use and booking with an FTRC differs from the above and can be found within the "Future Travel Refund Credit (FTRC) Policy outlined in section 3.1.

3.1 FUTURE TRAVEL REFUND CREDIT (FTRC) POLICY

- FTRC may be redeemed on any Expedition operated by QEI or, for cancellations of Expeditions aboard the Ultramarine, any Expedition operated by QEI and/or Ultramarine Owner, which departs within 1 year of the original impacted Expedition departure date.
- The FTRC will be issued in the name of traveler for the amount of the payments received by QEI as of the time of cancellation in respect of the cruise fare, extra hotel nights, transfer packages and/or adventure options.
- No FTRC or any other credit will be given for flights, fees and pre/post packages purchased through QEI and such services are subject to terms and conditions of those service providers. Please contact QEI for details of such and the relevant cancellation charges.
- If the rebooked Expedition is more than the FTRC value, the guest must pay the difference.
- A FTRC may only be used once and towards one Expedition. Should a Expedition cost be less than the value of the FTRC then any remaining balance can only be used for additional services or ancillary extras relating to the rebooked Expedition provided such are booked a minimum of 7 days prior to the Expedition start day. After this date, the remaining value of the FTRC is forfeited.
- The FTRC is combinable with in-market promotions. Exceptions may apply.
- The FTRC is 100% non-refundable
- The FTRC can only be redeemed against a new booking and cannot be used to pay the deposit to an existing booking, applied to a past booking or a booking that has been paid in full. Any new booking must be on a new Expedition date.
- The FTRC cannot be redeemed for cash or cash equivalent
- A maximum of 100% of the value of the FTRC can be transferred once to a friend or family member to be used against a new booking. This offer is subject to QEI's approval prior to creation of the new booking and is subject to that person accepting the Expedition's then applicable Booking Terms and Conditions when using their FTRC to book the Expedition.
- Transfer requests must be made in writing to QEI. No partial transfers of a FTRC is permitted.
- When a guest elects to cancel their Expedition, in order to be eligible for a Future Travel Refund Credit, the guest's booking file must be in good standing where all payments are up to date as per payment scheduled agreed to at the time of booking. Standard Booking Terms and Conditions will apply for any files that are in arrears (late payments).
- In the event of cancellation on files partially paid with cash and FTRC, any remaining cash payments after penalties have been applied are eligible for refund.
- If QEI and/or Ultramarine Owner cancels an Expedition where an FTRC has been used then Standard Booking Terms and Conditions apply save that notwithstanding anything else in those terms a new FTRC will be issued with a new expiration date of 1 year from date of the canceled Expedition and no cash refund in respect of the FTRC element of the booking shall be provided.
- In the event of a FTRC issued by error, with an incorrect monetary value or other details incorrect, we reserve the right to void the refund credit and issue a new one and shall have no liability whatsoever in respect of the first refund credit and any decisions made by you in respect of the same.
- These FTRC terms shall be governed by the law and jurisdiction in the Booking Terms and Conditions which applied to the original booking in respect of which the FTRC has been issued.
- FTRCs are not issued to any party that booked a charter, group, separately negotiated rates and/or terms outside of our public offers or otherwise did not accept the standard Booking Terms and Conditions for their original booking. Please contact your group or charter agent directly.

To protect your investment, QEI highly recommends that you obtain adequate trip cancellation insurance.

4.0 Adventure Options

Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate, including but not limited to kayaking, paddle excursion, stand up paddle boarding, camping, skiing, mountain trekking or ballooning (if applicable and which, at the discretion of the Vessel's Master and/or QEI's Expedition Leader, may or may not be used). It is understood that refunds cannot be made to travelers who do not complete the services for any reason whatsoever. QEI and/or the Expedition staff reserve the right to deny participation to anyone who does not follow the rules set out by Expedition staff or is deemed by QEI and/or the Expedition staff in its/their sole discretion to be not medically/physically able to participate safely. For the avoidance of doubt, where providers of any such Adventure Options are independent contractors then neither QEI, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any such provider. Adventure Options are not transferable at any time.

5.0 Children

QEI welcomes passengers of the age of 8 and above and under the age of 16 at time of travel with a signed waiver by a parent prior to commencement on any Expedition, provided they meet height and weight requirements (weight of 64lbs or 29kg and 48" or 1.2 m. tall). Children under 8 years old at the time of travel or children, regardless of age, who do not meet the above weight and/or height criteria are not allowed to participate in the Expedition. For children allowed to travel the following terms apply:

5.1 Children on Vessel-based trips

Any child under the age of eighteen (18) years of age must be accompanied in the same or connecting suite by a parent or other responsible adult twenty-one (21) years of age or older. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by parent or legal guardian and received by QEI prior to sailing. Children under eighteen (18) years of age are not permitted in any casino or other area that may be designated as not accessible to certain ages by QEI or the owner of the Vessel. No childcare services will be provided on board the Vessel.

5.2 Children and Vessel-based Adventure Options

Adventure Options on vessels are only available for all persons over the age of 16. Children under the age of 16 are not allowed to participate in Adventure Options. Parents must be with children under the age of 16 at all times, so the parent's participation in Adventure Options may be limited.

6.0 Emergency Evacuation Insurance and Travel Insurance

Due to the remoteness of where we travel, an adequate medical facility could be 72 hours away or more, and emergency evacuation and adequate medical treatment may be delayed or unavailable in certain areas.

6.1 Emergency Evacuation Coverage – Complimentary for all QEI guests

Emergency evacuation insurance, to a maximum benefit per paying traveler of US\$500,000, is included complimentary in the cost of all QEI trips. Included coverage is applicable only to travel occurring between the first and last day of the Expedition purchased from QEI. Additional days of travel prior to the Expedition and/or after the Expedition, including pre- and post-packages/hotels/flights, purchased from QEI or from suppliers other than QEI are not covered by the included emergency evacuation insurance. The passenger is responsible for determining that this coverage provided by QEI is sufficient.

6.2 Comprehensive Travel Insurance

QEI highly recommends that you and all members of your party have comprehensive travel insurance coverage. Due to the remoteness of the areas in which we travel, travelers should have a minimum level of cover sufficient to cover the entirety of their medical risk and exposure including emergency medical coverage. QEI requires that you have adequate medical coverage prior to embarkation. The travel insurance policy should also cover trip cancellation insurance, trip delay, interruption or after departure coverage, baggage and repatriation. Please ask your Polar Travel Adviser about Tripmate Tour and Cruise Travel Protection for US and Non-US residents or book your travel insurance at <https://www.quarkexpeditions.com/travel-insurance-plans>.

7.0 Pre- and Post-Travel

Pre- and post-travel options arranged by QEI may not be refundable after the booking is made. A non-refundable deposit of a minimum of US\$350, AU\$455, £228, €308, CA\$450 is required at time of booking. Cancellations received less than 120 days before departure are 100% non-refundable.

8.0 Amendments to Bookings

QEI will make every effort to assist in changing your reservation; however, changes must be submitted in writing a minimum of 120 days prior to departure. If the amendment is possible it will be subject to a minimum US\$250, AU\$325, £160, €220, CA\$320 per person fee, plus any difference in fare if applicable. Amendments allowed include name changes but not changes to a completely different Expedition and/or different dates for the same Expedition. Downgrades to a lower cabin type are considered a cancellation and rebooking and will fall under the cancellation terms. See point 3.0

9.0 Transfers of Deposits or Payments to Alternate Expeditions

Should travelers be unable to take the Expedition they originally booked, but would like to travel on an alternate date, it may be possible to transfer deposits or payments from the original booking to an alternate booking, subject to the following conditions: The new Expedition must occur within the same season of the original Expedition date and a request to transfer must be made in writing to QEI more than 180 days prior to the departure of the original Expedition. QEI reserves the right to prohibit transfers on any of its Expeditions. Should a transfer request be granted, a fee of minimum US\$ 1000, AU\$1300, £650, €880, CA\$1280 per person will be charged plus any difference in fare (as applicable). For transferred bookings the 15 day lookback period does not apply.

10.0 Discounts and Promotions

QEI has the right to limit, withdraw or change any and/or all discounts and promotions without notice and/or compensation.

11.0 Scheduled Flights

Expeditions do not include international airfare or any other flights unless expressly stated in the Expedition inclusions.

Quotes: All quotes are in US dollars; QEI cannot quote or book flights in any other currency.

Price changes: Until the tickets are issued, QEI reserves the right to change prices for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

Full payment: Full payment must be received by QEI before the option period (as communicated) expires to guarantee the flight reservation at quoted price. A guarantee of payment by the passenger is an acceptance of the travel arrangements, as requested, at the total price quoted.

Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued.

Changes made prior to ticket issuance may be applied at QEI's discretion, and will be subject to administrative fees.

Flight reconfirmation: QEI strongly recommends flight times and numbers to be verified or reconfirmed at least 72 hours prior to departure. QEI is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

Airline tickets: Once issued, all airline tickets are non-transferable and are valid only for the dates and routings shown. A no-show to a flight results in a forfeit of the ticket and the client is responsible for the full costs of a new ticket and changes that may occur in replacement.

Baggage: All airline tickets come with baggage restrictions or no free baggage allowance. Please check directly with your airline for up to date baggage rules as additional fees may apply and are the responsibility of the passenger.

Airline, airport or weather delays: QEI will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. QEI will not reimburse you for any additional expenses incurred by the passenger as a result. QEI will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

12.0 Charter Flights

Charter flights are at an additional cost unless otherwise stated. QEI reserves the right to change charter flight costs based on fuel surcharges or increased charter hire rates. Charter flights have strict luggage allowances as per Expedition Brochure and QEI Invoice. All other terms of clause 11.0 shall apply to Charter flying.

13.0 Trip Cancellation by QEI; Force Majeure Event

QEI and/or Ultramarine Owner reserves the right to cancel or change any service prior to departure, for any reason. For any affected passengers on any cancelled Expedition, QEI and/or Ultramarine Owner will, subject to availability, offer affected passengers an alternate Expedition to re-book on. If there is no suitable alternative or the affected passenger is not able to participate in the alternative Expedition, QEI and/or Ultramarine Owner will refund to such passenger any payments made to QEI and/or Ultramarine Owner without any further obligation or liability on the part of QEI and/or Ultramarine Owner including, but not limited to, no liability for compensation or to refund other costs incurred by the customer. Please note that in the event of cancellation, QEI and/or Ultramarine Owner will not be responsible for the cost of any additional travel arrangements through 3rd party suppliers purchased directly through QEI and/or Ultramarine Owner or other parties.

13.1 Force Majeure Event

Notwithstanding the above neither QEI nor (to the extent applicable) Ultramarine Owner be held responsible for, and no refunds will be given for, delays or cancellation of all or part of the Expedition due to causes or circumstances beyond QEI or the Vessel owner's (including, in the case of the Ultramarine, the Ultramarine Owner's) responsibility or control, including but not limited to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel; seizure of the Vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond QEI or the Vessel owner's (including, in the case of the Ultramarine, the Ultramarine Owner's) responsibility or control including, but not limited to, the failure by the Vessel owner (other than in the case of the Ultramarine, the Ultramarine Owner's) or charterer to deliver the Vessel to QEI for any reason whatsoever (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability or resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by QEI or the Vessel owner (including, in the case of the Ultramarine, the Ultramarine Owner's) to fulfill QEI's and/or Ultramarine Owner's obligations under these Terms and Conditions. Any additional costs accrued will be the responsibility of the traveler.

13.2 Force Majeure Event exceptions:

Notwithstanding the foregoing it is agreed that in the event of any delay or cancellation of all or part of an Expedition is caused by either (i) Covid-19 and related legally mandated travel restrictions; and/or (ii) the war between Ukraine and Russia then, in such circumstances, Quark shall be liable for a full or partial refund (as the case may be) of all sums paid by you to Quark for the Expedition. This shall be the sole and maximum extent in the specific circumstances detailed herein. For all other Force Majeure Events the terms set out above shall apply in full.

Future Travel Refund Credits

If your Expedition is suspended/cancelled/postponed due to the impact of COVID-19 and you are/were issued a Future Travel Refund Credit (FTRC) to rebook onto a new Expedition, or if you elected to cancel your Expedition and selected an FTRC, it is important to note the Cancellation Terms and Conditions for use and booking with an FTRC differs from the above and can be found within the "Future Travel Refund Credit (FTRC) Policy" outlined in section 3.1.

14.0 Changes to an Expedition Prior to Departure

Planning for Expeditions begins many months or even years in advance of departure. Occasionally, we have to make changes both before and after bookings have been confirmed. Unless otherwise provided in these Terms and Conditions, QEI and/or Ultramarine Owner reserves the right to change any service prior to departure without compensation or refund; including but not limited to change in Vessel, transfer packages (ground or air), group hotel nights and the Expedition and itinerary itself. Such changes can be made by QEI and/or Ultramarine Owner without notice and for any reason whatsoever, without allowance or refund and with extra costs, if any, being paid by the travelers. In addition QEI and/or Ultramarine Owner reserves the right to cancel any services prior to departure, in which case a pro-rata payment will be refunded without further obligation on QEI's and/or Ultramarine Owner's part except where such cancellation is due to a Force Majeure Event in which case no refund shall be offered.

15.0 Change to an Itinerary After Departure

The itinerary described is subject to change after the Expedition has deemed to have started at the discretion of QEI and/or Ultramarine Owner, the Vessel's Master and/or QEI's Expedition Leader and/or for reasons beyond QEI's and/or Ultramarine Owner's control as set out in this clause 15. Published itineraries are suggested examples only and QEI and/or Ultramarine Owner reserves the right to change the itinerary and suggested landing sites at any time during an Expedition.

If the Expedition is interrupted, the itinerary changed or if the Vessel is unduly delayed or prevented from proceeding in the ordinary course by any Force Majeure Event, QEI and/or the Vessel owner (including, in the case of the Ultramarine, the Ultramarine Owner) shall have the right, in its sole discretion, to terminate the Expedition and to land the traveler and his baggage at any port or place at which the vessel may call at or may then be. In such event, this Expedition shall be considered to have been fully performed as if the Expedition were completed and the responsibility QEI and/or Ultramarine Owner shall cease without any liability on the part of QEI and/or Ultramarine Owner to refund any part of the fare or liability for any other costs or expenses.

In the event that QEI and/or Ultramarine Owner cancels the Expedition or changes the itinerary for a Force Majeure Event and the traveler has not yet boarded the Vessel, the responsibility of QEI and/or Ultramarine Owner shall cease upon such cancellation without any liability on the part of QEI and/or Ultramarine Owner to refund any part of the price. This is an Expedition to a remote part of the world and the traveler acknowledges that QEI and/or Ultramarine Owner, and the vessel's Master shall have the liberty to change the itinerary for any reason and have the liberty to substitute services, proceed without pilots; tow and assist vessels in all situations; deviate from the usual advertised or scheduled route; put back to or into or to call or stop, or omit to call or stop, at any port or place, on land or at sea, in or out of the route of the usual, advertised or scheduled Expedition, even though doing so may involve going backwards or away from the port of destination; adjust compasses; dry dock, go on ways and/or be towed; comply with all orders given by governmental or ruling authorities and the underwriters of the Vessel. Examples may include (but are not limited to) returning to port early and/or delaying departure from port to avoid weather, or altering the itinerary for a medical emergency on board to bring a passenger to the nearest disembarkation that will allow the quickest evacuation to a suitable medical facility.

These things may be done for any reasons which are sufficient in the judgement of QEI and/or Ultramarine Owner, the Vessel owner and/or the Master, including but not limited to, offering or rendering assistance in an effort to preserve life or property. If the Master and/or QEI and/or Ultramarine Owner, for any reason whatsoever consider it necessary or desirable in the good management of the Vessel, they may cause the Vessel not to make calls at any port or ports or to land or board travelers or their baggage. A traveler scheduled to land at an omitted port or place of final destination may be landed with his baggage at the next practical port of call without any liability on the part of QEI and/or Ultramarine Owner. Travelers have no right to any refund or other considerations in the event of these itinerary changes.

QEI will reasonably assist participants in changing their travel arrangements and provide trip interruption letters for all participants to submit to their travel insurance providers under their trip interruption travel policy. Furthermore, included activities or excursions within an Expedition itinerary could conceivably be cancelled or rearranged with little or no notice as a result of factors out of QEI's and/or Ultramarine Owner's control, such as, for example, a Force Majeure Event, and no refunds will be issued for any unused activities. Any Expedition extensions already undertaken are not eligible for any refunds or cancellation/interruption letters.

In particular, for Expeditions that do or may include Helicopter flights then we do not make refunds for helicopter time not used or for cancelled Helicopter flights whether due to a Force Majeure Event or by virtue of the decision of the Master and/or the Expedition Leader. Also, we cannot guarantee the specific number, make and model of the helicopters used for your

flight excursions, and that there will be helicopters onboard at all times or at all.

16.0 All Antarctic Express, & Bespoke Fly/Cruises

Due to the nature of **QEI's Antarctic Express, & Bespoke Fly/Cruises** weather conditions may delay or require a cancellation of the remaining itinerary after 4 to 6 days (depending on the Expedition in question) of attempts to operate flights: **IN THESE CIRCUMSTANCES QEI WILL OFFER PASSENGERS A FULL REFUND ON THE CRUISE FARE IN THE EVENT OF TRIP INTERRUPTION IF THE CHARTER FLIGHT IS NOT ABLE TO TAKE OFF BY THE END OF THE DAY OF THE FINAL DAY OF ATTEMPTS. QEI WILL HAVE NO FURTHER LIABILITY WHATSOEVER.**

The interruption policy for **QEI's Antarctic Express** programs are set forth in the Contingency Plan below.

16.1 Contingency Plan: QEI's Antarctic Express (8 and 11 Day Itineraries)

QEI will make every effort to ensure the Antarctic programs take place, but due to weather conditions, flying in this region can be difficult and is beyond the control of QEI. The following table illustrates the last itinerary day on which an attempt will be made to fly:

ITINERARY NAME	ITINERARY DAYS	DAY 1	LAST ITINERARY DAY FOR FLIGHT
Antarctic Express: Fly the Drake	8 Days	Arrival in Punta Arenas Day 4	
Antarctic Express: Crossing the Circle 11 Days		Arrival in Punta Arenas Day 6	

International airfare, domestic airfare, any additional services purchased or change fees, will not be refunded by QEI. QEI will provide a trip interruption letter to be submitted by the passenger to their insurance company for airfare, change fees, and other expenses incurred due to the trip interruption.

QEI will issue the cruise fare refund back in the same form/medium in which payment was received.

16.2 Contingency Plan Itinerary

Day 1

QEI reserves the right to send passengers on the charter plane the evening prior to the scheduled day. This may happen when we see a weather system that could cause a delay on subsequent days. It is for this reason that we request all passengers to arrive in Punta Arenas (PUQ) no later than 3:00pm on Day 1. There will be no refunds for passengers who miss the charter plane departure due to an arrival in Punta Arenas airport (PUQ) after 3:00pm.

Day 2, 3, 4, 5, 6

For each day of the itinerary after Day 1, if there is a delay, all guests will be briefed by the QEI ground staff on the flight status. Often we are waiting for a weather window to depart and could be required to leave with very little notice. All guests and staff will be on stand-by until notified by the QEI ground staff.

During the stand-by period, you must be at the airport, or at another location designated by the QEI ground staff to be ready to go if and when a suitably long weather window becomes available. If an opportunity to fly does not present itself, you will be returned back to your respective hotels. QEI will provide additional night(s) hotel accommodation and meals. QEI reserves the right to make exceptions to the timing guidelines outlined in this section.

16.3 Priority of Flight Departure (Antarctica)

In some cases, there are instances where more than one operator is waiting for a weather window to fly passengers to King George Island using the same charter planes. In these cases, the priority is given to the passengers who were first delayed.

16.4 Last Itinerary Day for Flight Attempts

In the event that the charter flight is unable to fly on the final itinerary attempt day for any reason. With such final day being:

- Day 4 for the Antarctic Express: Fly the Drake 8-day itinerary
- Day 6 for the Antarctic Express: Crossing the Circle 11-day

QEI will officially interrupt the Expedition and offer to rebook passengers on an alternative future Expedition. **If an alternative future Expedition is not suitable, then QEI will issue a full refund for the full cruise fare and unused Adventure Options without any further obligation or liability on the part of QEI.**

In order for passengers to obtain reimbursement for their airfare and potentially other costs to change flights, QEI will provide trip interruption letters for all clients to submit to their travel insurance providers under the trip delay/interruption and cancellation clause (provided passengers have included airfare to be covered in their travel protection plan). QEI will provide one final additional night hotel accommodation for those guests on the day of cancellation. Any additional hotel nights and meals will be the responsibility of the guests. QEI reserves the right to make exceptions to the timing guidelines outlined in this section.

16.5 Returning Passengers

Passengers on board the Vessel during these delays will remain on board at no additional cost until the time in which the charter flight is able to arrange transport. Full board and all excursions are included. QEI advises all clients to book changeable airlines tickets along with cancellation and interruption insurance to assist with additional airline change fees. We advise all passengers to have flexible travel arrangements upon disembarkation of the Expedition if delays arise. QEI will not be held responsible for any change/cancellation fees due to weather related delays or any other delays arising from force majeure. No refund will be issued for any reason whatsoever. At the discretion of QEI, the Vessel's Master and/or QEI's Expedition Leader reserve the right to sail the Drake passage to a port of call for any reason whatsoever including, but not limited to, any Force Majeure Event.

FOR CANCELLATION DUE TO ALL OTHER EVENTS OF FORCE MAJEURE, THE STANDARD NON-CONTINGENCY PLAN TERMS AND CONDITIONS OF QEI SHALL APPLY.

16.6 Flight Changes due to Interrupted or Delayed Expedition

For faster service QEI strongly recommends that all clients contact the Airline they are traveling on for changes directly.

If flights booked with QEI: QEI ground staff are able to assist passengers that have booked their flights with QEI to make necessary flight changes. Any additional costs such as change fees or additional costs are the responsibility of the passengers.

If flights booked with an external agent: You must contact that agent or the airline directly to change your flights as QEI ground staff are not able to access your flight information to make the necessary changes.

17.0 Medical Treatment and Forms

Medical forms will be sent to you via email link once the deposit has been received. You must review, complete and submit the forms by 90 days prior to departure or immediately if traveling within 90 days. Questions that relate to your physical or mental suitability must be completed by a medical practitioner. **QEI CANNOT OFFER MEDICAL ADVICE.** Medical forms must be filled out in full, honestly and accurately, and disclose all medical history and information. Should your medical situation change after submitting the medical forms, it is your responsibility to advise QEI immediately. QEI will review the information submitted and reserves the right to ask for further information, clarity on information, or for documentation from your medical practitioner. QEI reserves the right to deny passage to any passenger on reasonable medical grounds or disembark any passenger at any port or place at any time whose presence, in the opinion of the Expedition staff or Master of the Vessel, may be detrimental to the comfort or safety of himself, other travelers, the Vessel, its officers or crew, or who, in the opinion of the Expedition staff or Master of the Vessel, might be excluded from landing at any port or place by immigration or other governmental authorities. In addition QEI may remove or transfer the accommodations of or confine to a cabin/room, any passenger who may be suffering from contagious or infectious disease.

For travelers that book within 120 days of departure, completed medical forms must be received within 7 days of making payment. QEI and/or Ultramarine Owner reserves the right to deny entry/boarding, without refund or resulting expenses, to any traveler at the pier or starting point of an Expedition itinerary for any reason at its sole discretion, including but not limited to in the event that the on board medical officer determines that the traveler has not disclosed accurate medical information. Before boarding the Vessel or joining an Expedition each traveler must have an adequate supply of all medicines and medical supplies needed as they may not be available on board the Vessel. This supply should be sufficient to cover and pre and post travel and any delays the traveler may suffer beyond the length of the Expedition.

All medicines and all medical or surgical services furnished by the Vessel's physician, if any, or any other physician or medical personnel (all of whom are engaged by the traveler as independent contractors) or Vessel's officers, employees, agents of the Vessel owner or Expedition staff shall be and are accepted by and at the traveler's sole risk and expense, and QEI and/or Ultramarine Owner shall not be responsible for the quality, nature or consequence thereof.

18.0 Travel Documents, Baggage and Behavior on-board the Vessel

The traveler must be in possession of a valid passport and any visas, permits, inoculations and certificates (including health certificates) that are required for the duration of the Expedition and be able to satisfy all requirements of all immigration, port or health authorities of the port(s) of disembarkation and of the country of ultimate destination. If immigration or other government authorities refuse a traveler permission to land, or give orders for deportation, the traveler shall be responsible for all costs incurred by the traveler, QEI and/or Ultramarine Owner and/or the carrier. The traveler must also arrange such vaccinations as are normally recommended for the countries through which they intend to travel. Information about these matters and climate, clothing, baggage, gear, and similar items is given in good faith but without responsibility on the part of QEI and/or Ultramarine Owner I. Each traveler must ensure each piece of baggage brought on board the Vessel is marked with the traveler's full name and address.

Each passenger on board a Vessel is allowed to bring aboard baggage not exceeding 250 pounds in weight and not exceeding 25 cubic feet in volume. The traveler may be charged for baggage in excess thereof at the Vessel owner's current rate. QEI and/or Ultramarine Owner and the Vessel owner's liability, if any, (and whether or not excess baggage is carried, declared and paid for) is limited to Two Hundred and Fifty (\$250) US dollars in the event of loss, damage, or delay to any or all of the traveler's baggage. A reasonable amount of space in a deposit box or safe on board, if the Vessel is so equipped, will be allowed to a traveler upon request. In consideration of such deposit box or safe being made available without extra cost, QEI and/or Ultramarine Owner and the Vessel owner's liability, if any, for loss of, or damage to, any items deposited therein shall neither be created nor increased beyond the limits set out above. Loss of or damage to baggage during loading or disembarking must be reported by the traveler to the Expedition staff, Master, or Purser or other Vessel officer, prior to departing the baggage pickup area. Neither QEI nor Ultramarine Owner nor the Vessel owner shall be responsible for any such loss or damage which is not so reported. Neither QEI nor Ultramarine Owner nor the Vessel owner shall be responsible for any unchecked baggage, nor for any items or articles which the traveler retains under personal control in a cabin or elsewhere. In no event will QEI and/or Ultramarine Owner or the Vessel be liable for any damage to or loss of Baggage not in its custody.

The traveler is responsible for payment of any excess baggage charges levied by the Vessel owner and agree not to bring on board any firearms, flammable, inflammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited. The traveler shall not be entitled to get off from the Vessel at an

intermediate port or place except as set out in the itinerary or with prior written approval of the Vessel owner or QEI and/or Ultramarine Owner and if the traveler does so it is at the traveler's own risk and expense and no refund will be made in such cases. If such disembarkation violates any law, including United States Code, Title 46 Section 289, the traveler shall be liable to reimburse QEI and/or Ultramarine Owner and/or the Vessel owner for any penalty provided by statute, law or governmental regulation. If the traveler misses any scheduled sailing of the Vessel from any port or place, neither QEI nor Ultramarine Owner nor the Vessel owner shall be liable for any costs, expenses or damages incurred by the traveler as a result thereof, and the traveler shall not be entitled to any refund of the fare.

All travelers must abide by all "Rules" and "Regulations" posted onboard the Vessel. Any questions about the "Rules" and "Regulations" should be directed to the Expedition staff or the Vessel's Master or purser.

The traveler acknowledges that the Master of the Vessel may alter the accommodation arrangements at any time and may allocate other accommodations to travelers. The fare and the standard of accommodations will, if possible, be substantially the same. The Vessel owner shall have a lien on (claim against and right to sell) the baggage, money (including the fare) and any other property accompanying the traveler to satisfy any claims it may have against the traveler. The Vessel owner may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

No pets or animals are allowed on the Vessel.

IMPORTANT, PLEASE READ: With respect to Expeditions onboard the Ultramarine, any references to "Quark" "QEI" or "Vessel Owner" in Sections 19 through 34 of these Terms and Conditions hereunder, shall include Ultramarine Owner.

19.o Compensation

Compensation for personal injury is limited in accordance with the provisions of International Conventions, but only to the extent such International Conventions apply. These include, for example, in the course of road travel, air travel, rail travel, sea travel, or hotel accommodation, and are limited to the provisions of, respectively, the Geneva Convention 1973, the Warsaw Convention as amended by The Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

20.o Disclaimer of Liability

QEI purchases transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its control. These suppliers are independent contractors and acts of independent contractors are not acts of QEI or carrier. Neither QEI, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of QEI, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, rotorcraft, boat, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers or onboard the Vessel. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, QEI is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. You further understand that QEI neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold QEI responsible for their acts or omissions. In no event will QEI be responsible for incidental, consequential or special damage or loss suffered by any person. QEI's maximum liability, for any reason whatsoever, will be limited to the amount paid to QEI for its services. Without limitation, QEI is not responsible for any negligent acts or omissions of itself or of any persons for whom it would otherwise be responsible, or acts which are beyond its control, including but not limited to acts of God, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation or medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels, accommodations or otherwise, or for any other reason beyond the control of QEI (each, herein referred to as an event or act of force majeure). You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

QEI shall not be responsible for any injury to person, (including emotional injury or physical injury and whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

In case of a medical problem arising during the Expedition, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the traveler if costs incurred are above that of the Emergency Evacuation Insurance. The conditions of carriage in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these services and/or passage. By accepting the ticket, the traveler also agrees to its terms and conditions.

The traveler accepts that the Vessel owner does not undertake to carry as baggage any electronics, computers, merchandise, samples, furniture, household goods, tools of trade, property of persons other than the traveler, pictures, works of art, perishable or breakable goods, glassware, liquids, bric-a-brac, money, securities and notes, whether or not negotiable, documents, valuables, gold, silver, silverware, precious stones and metals or jewelry. If any such items or articles are brought aboard, the traveler expressly agrees that neither QEI nor the Vessel owner shall have any liability for loss or damage howsoever caused, even if by the negligence of QEI or the Vessel owner. The traveler is not allowed to bring on board items or articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which the Vessel may go in the course of the Expedition. A traveler who violates this rule will be held liable for all resulting fines, losses, damages or delays. The traveler is not allowed to place in baggage any firearms or any flammable or inflammable matter of any kind, such as matches, gunpowder, fireworks, cigarette lighters, cartridges, films, etc. QEI and/or the Vessel owner may dispose of or destroy such items without liability. The traveler will be liable for the full amount of all loss, damage or delay to the Vessel or her cargo and for all injury to, or death of any fellow travelers, Expedition staff, officers or crew or other persons caused by such hazardous articles brought on board by the traveler.

Travelers using the services of any personal service personnel, if carried on board, or using athletic or recreational equipment, facilities or supplies, does so at the traveler's own risk and expense, without any responsibility of QEI or the Vessel owner.

Nothing in the brochure, or marketing or website is meant to signify the use of any specific design or model of helicopter. The images featured are inspirational in character and do not necessarily depict the exact people, animals and places encountered by travelers.

21.o Acknowledgment of Risk

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by QEI may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of QEI or of other participants, contractors and/or subcontractors to QEI. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your journey.

22.o Express Assumption of Risk and Responsibility/Participation

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, including emotional injury or injury to person or property, whether caused in whole or in part by the negligence, fault or wrongdoing, whether expected or not, of the owners, directors, agents, officers, employees, contractors, or subcontractors of QEI or of other participants. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that QEI reserves the right to accept or reject any participant for any reason, and QEI or its guide has the right to disqualify you from any Expedition activity, if in QEI's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform QEI, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to QEI. The traveler is hereby expressly advised that the Vessel may be powered or operated in whole or in part by nuclear power or a similar power and the traveler hereby accepts all risks, whether known or unknown, inherent therein and agrees that neither QEI nor the Vessel owner shall have any liability for injury, illness or death resulting therefrom.

23.o Release

In consideration of the services and arrangements provided by QEI, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify QEI, and its owners, officers, directors, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled Expedition and any activities conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the Vessel or its launches or watercraft; fault or neglect of the Master, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; any loss, damage or delay arising from inherent defect, or vice or quality of the traveler's baggage or from the insufficiency, inadequacy or absence of baggage marks or of address or description of such baggage; any loss or damage caused by delay in, or prevention of sailing, prolongation of the Expedition, deviation or stoppage in transit, or from any calls at ports or variations from the scheduled or regular course of the Expedition; seizure of the Vessel under legal process; any act, omission, fault or negligence of the traveler or fellow travelers. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENCE ACTS, OMISSIONS, OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES OF QEI.

24.o Express Waiver of Consequential, Punitive or Exemplary Damages

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against QEI its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

25.o Limitation of Liability, Personal Injury

QEI and carrier are not liable for injury, illness or death of any passenger unless directly caused by the negligence of willful misconduct of QEI or carrier.

Passenger understands and agrees that QEI shall have no liability for any injuries or damages resulting from events of force majeure. The passenger assumes the normal risks of travel by sea. In no event shall carrier be liable to passenger with respect to any occurrence taking place other than on the Vessel or launches owned or operated by QEI. Pre- and post-cruise tours, shore excursions, helicopter flights, and any and all connecting ground, Vessel or air transportation and other tours may be owned and/or operated by independent contractors and QEI makes no representations and assumes no responsibility for such services.

QEI and carrier hereby disclaims all liability to the Passengers for emotional distress, mental suffering/anguish, and psychological injury of any kind under any circumstances. Without limiting the preceding sentence, in no event will QEI or carrier be liable to the Passenger for any consequential, incidental, exemplary or punitive damages.

On Cruises which do not embark, disembark or call at any United States Port and do not embark or disembark at any European Union Member State Port, QEI shall be entitled to any and all liability limitations, immunities and rights applicable to it under the "Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea" ("Athens Convention"). The Athens Convention limits the carrier's liability to death or personal injury to a passenger to no more than 46,666 Special Drawing Rights as defined therein (approximately USD \$64,510.71 as of January 2020, which amount fluctuates, depending on the daily exchange rate as printed in the Wall Street Journal). In addition, and on all other Cruises, all the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including Title 46, United States Code Sections 30501 through 30509 and 30511) will apply.

26.o Mediation/Arbitration

A) The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to these Terms and Conditions and the Expedition including the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), will be resolved in a binding, confidential, individual and fair arbitration process pursuant to this Section 26, and not in court. The only exceptions to this Arbitration Agreement are that (i) each party shall submit a Dispute on an individual basis in small claims court if such Dispute qualifies; and, (ii) each party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

(B) This Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

(C) If either the Passenger or QEI wants to arbitrate a Dispute, the Passenger or QEI must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Expedition to which the Notice relates, and the relief requested. The Passenger's Notice to QEI must be sent by mail to Attention: Customer Service, 3131 Elliott Ave, Suite 300, Seattle, WA 98121 USA. QEI will send any Notice to the Passenger at the contact information QEI has for the Passenger or that the Passenger provides. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after the Passenger or QEI sends a Notice to the other, the Passenger and QEI may try to reach a settlement of the Dispute. If the Passenger and QEI do not resolve the Dispute within those first 45 days, either the Passenger or QEI may initiate arbitration in accordance with this Section 26.

(D) With respect to the non-Cruise portion of the Expedition:

(1) Any arbitration between the Passenger and QEI will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the Passenger and QEI cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Arbitration Agreement. A form for initiating formal arbitration may be found on the AAA's website at www.adr.org ("Arbitration Form"). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, the Passenger must send a copy of this completed Arbitration Form to QEI.

(2) If the Passenger is seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either the Passenger or QEI may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither the Passenger nor QEI request one, QEI will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be the State of Delaware, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.

(E) Subject to the provisions regarding small claims set forth hereinabove, any Dispute that arises out of or relates to the Cruise portion of the Expedition shall be referred to mediation under the Mediation Rules of the Society of Maritime Arbitrators, Inc. (SMA) of New York then in force. If the mediation does not result in a settlement, the dispute shall be referred to arbitration before three SMA members under the Arbitration Rules of the SMA, one to be appointed by each of the parties and the third by the two so chosen. Their decision or that of any two of them shall be final and binding, and judgment upon such arbitration award may be made a rule of a court of competent jurisdiction. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein. Notwithstanding anything contained herein to the contrary, should the sum claimed not equal or exceed US\$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), such Dispute is to be governed by the "Shortened Arbitration Procedure" of the SMA as defined in the SMA Rules for such procedure then in force. Such rules are available at www.smany.org

(F) The Passenger and QEI agree to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, the agreement, the arbitrator's decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

27.o Exclusive Governing Law and Jurisdiction

These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by the Passenger shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA and, where applicable, the general maritime law of the United States including the Death on the High Seas Act (46 U.S.C. § 30302). Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.

28.o Waiver of Jury Trial

In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

29.o Class Action Waiver

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on the traveler's own behalf instead of through any class action. Even if the applicable law provides otherwise, the traveler agrees that any legal action against QEI whatsoever shall be litigated by the traveler individually and not as a member of any class or as part of a class action, and the traveler expressly agrees to waive any law entitling Guest to participate in a class action.

29.o Time Limit for Claims/Written Notices

Any incident or accident resulting in injury, illness or death to the Passenger must be reported immediately to QEI and the Vessel's officers, if such incident or accident occurs on or relates to the Cruise. QEI shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled Expedition and any activities conducted in conjunction therewith, unless full details in writing are given to QEI and the Vessel's officers, if applicable, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on QEI within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

QEI will not be liable for any other claim, including but not limited to claims relating to a passenger's baggage, any alleged violation of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising under, in connection with, or incident to this ticket or the Passenger's Expedition, other than for injury, illness or death, unless a detailed written claim is presented to QEI within 30 days of the date of the claim or alleged loss. Suit must be filed by passenger within 6 months after the Passenger's arrival at the final port listed on the ticket, or in the case of non-arrival, from the date on which the Passenger should have arrived. Any such lawsuit must be brought by or on behalf of the individual passenger concerned.

If a written claim is not made and suit is not filed within the time frame set forth above, then the Passenger waives and releases any right he or she may have to make any claim against QEI arising under, in connection with, or incident to this ticket or the Expedition.

All written notices to QEI required or permitted by these terms and conditions must be mailed, postage pre-paid to QEI 3131 Elliott Ave, Suite 300, Seattle, WA 98121 USA

30.o Severability

If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

31.o Travel Agent

Passenger acknowledges and confirms that any travel agent utilized by passenger in connection with the Expedition is, for all purposes, passenger's agent and QEI shall not be liable for any representation made by said travel agent. Passenger shall remain liable at all times to QEI for the price of passage. Passenger understands and agrees that receipt of these Terms and Conditions or any other information or notices with respect to the Expedition by passenger's travel agent shall be deemed receipt by the passenger as of the date of receipt by the agent. Passenger acknowledges that QEI is not responsible for the financial condition or integrity of any travel agent.

32.o Use of Likeness

You hereby grant QEI the irrevocable right and permission to capture and use your name/photograph/image/voice/audio recording/video recording/ and likeness (collectively, "Your Images") while on your tour for future publicity and promotional material in all forms or manner, without payment or other consideration. Travelers who do not wish to be photographed during the Expedition must inform QEI in writing prior to the Expedition. In addition, you hereby grant QEI the irrevocable right and permission to reproduce or use any portion or all of any photograph/image/voice/audio recording/video recording/ that have been taken by you and submitted to QEI (collectively with Your Images, the "Images") in any and all of its media, brochures, publications, including web-based publications, without payment or other consideration. You understand and agree that all Images will become the property of QEI and will not be returned. You hereby irrevocably authorize QEI to edit, alter, copy, exhibit, publish, or distribute these Images for any lawful purpose. In addition, you waive any right to inspect or approve the finished product any right to royalties or other compensation arising or related to the use of the Images.

33.o Passenger Bill of Rights

In the event of a direct conflict between a provision of this contract and a provision of the [Cruise Industry Passenger Bill of Rights \(PBOR\)](#) in effect at the time of booking, the PBOR controls.

34.o Entire Agreement

These Terms and Conditions shall represent the entire agreement between the parties on the subject matter hereof and any and all prior agreements, discussions, representations, whether oral or in writing, are hereby superseded by the terms herein.

IMPORTANT, PLEASE READ: Your purchase is subject to your acceptance of these Terms and Conditions. If you do not agree to these Terms and Conditions, you will not be eligible to participate in your Expedition. Should you have any questions, please contact a Polar Travel Adviser or your booking Agent.