

Booking Terms and Conditions

Effective June 26th, 2025

IMPORTANT NOTICE: YOU ARE ADVISED TO CAREFULLY READ AND REVIEW THE TERMS AND CONDITIONS SET FORTH BELOW, AS THEY ARE BINDING AND AFFECT YOUR LEGAL RIGHTS.

THESE BOOKING TERMS AND CONDITIONS INCORPORATE THE TERMS OF THE EXPEDITION CONTRACT (AS DEFINED IN SECTION 1.7 BELOW). A COPY OF THE EXPEDITION CONTRACT CAN BE FOUND AT <https://www.quarkexpeditions.com/expedition-contract>. YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 12, 13, 19 AND 21 OF THE EXPEDITION CONTRACT, WHICH CONCERN QUARK'S LIMITATIONS OF LIABILITY TO YOU, YOUR WAIVER OF JURY TRIAL AND CLASS ACTION, THE ACTS AND RESPONSIBILITIES OF INDEPENDENT CONTRACTORS, AND THE TIME PERIODS FOR YOU TO MAKE ANY CLAIMS.

1. INTRODUCTION

1.1 These Terms and Conditions ("**T&Cs**") are applicable for bookings made on or after June 26, 2025. For bookings made prior to June 26, 2025, please refer to your booking documentation received at the time that you made your booking. Please read these T&Cs carefully as, by making a booking, you are entering into a legally binding contract with us which is governed in accordance with these T&Cs.

1.2 Your booking is made with either Quark Expeditions, Inc. ("**Quark Expeditions**") a Delaware, USA corporation; or if your booking is aboard the vessel known as the "Ultramarine", your booking shall be made with Vinson Expeditions LLC, a Marshall Islands corporation ("**Ultramarine Owner**"). Quark Expeditions is the exclusive agent for the Ultramarine Owner for all bookings aboard the Ultramarine and your contract for an Expedition aboard the Ultramarine shall be with the Ultramarine Owner.

1.3 All references to "**Quark**" in these T&Cs and/or the Expedition Contract (as defined in section 1.7) is a reference to, as applicable, either Quark Expeditions, the Ultramarine Owner and/or both. All Expeditions which are booked directly with Quark shall be governed by these T&Cs and the Expedition Contract. For the avoidance of doubt, any participation in an Expedition, howsoever booked, is subject to the Expedition Contract. A copy of the Expedition Contract may be found at <https://www.quarkexpeditions.com/expedition-contract>.

1.4 "**Expedition**" refers to the overall voyage or travel package booked with Quark, as described in your Booking Confirmation (as defined in section 1.8) and related travel documents. This includes all services confirmed as being provided by Quark, from the commencement of the first such service listed on the Booking Confirmation to the conclusion of the final included service, regardless of the actual dates, duration, or itinerary modifications.

1.5 A "**Force Majeure Event**" refers to any event or circumstance beyond Quark's reasonable control that prevents, delays, impairs, or hinders the performance of its obligations or the obligations of any partner, contractor, supplier, service provider, or any other third party upon which Quark relies. These acts and circumstance include, but are not limited to, the following, whether foreseeable, unforeseeable, avoidable, or unavoidable: natural events such as floods, fires, earthquakes, storms, and any other acts of God; war, invasion, revolution, insurrection, hostilities (declared or undeclared), riots, civil unrest, terrorist acts and threats, and any other national emergencies; epidemics, pandemics, and any other outbreaks of communicable disease posing an actual or probable threat to human health, as determined by

any governmental, supranational, or public health authority (including the U.S. federal government, the World Health Organization (WHO), and the U.S. Centers for Disease Control and Prevention (CDC)), governmental advisories, warnings, quarantines, restrictions, travel bans, shutdowns, and any other similar actions; mechanical failures and any other technical malfunction of any vessel, aircraft, transport, and accommodation; mismanagement of any vessel and navigational faults or errors; seizure and/or unavailability of any vessel due to legal process; failure of the vessel owner or charterer to deliver any vessel to Quark for any reason; perils of the sea, harbors, and any other navigable waters; strikes, lockouts, and any other labor disputes and industrial actions; power outages, telecommunication failures, and any other infrastructure breakdowns; cyberattacks, ransomware events, data breaches, and any other malicious digital acts; delays, unavailability, restraints, and disruptions of any services, information, or resources for any reason; the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of 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 Quark or the vessel owner (including, in the case of the Ultramarine, the Ultramarine Owner) to fulfil Quark and/or the Ultramarine Owner's obligations under this Expedition Contract, and any other events and circumstances of a similar nature or effect to those listed above, whether foreseeable, unforeseeable, avoidable, or unavoidable.

1.6 "Component of the Expedition" refers to any individual element, feature, activity, amenity, accommodation, transport segment, or service that forms part of the overall Expedition itinerary, including, but not limited to, wildlife viewing, specific shore landings, and onboard activities.

1.7 References in these T&Cs to **"you"**, **"your"** or **"passenger"** refers to you, as the participant in the Expedition. By placing a booking for the Expedition, you are agreeing to these T&Cs and Quark's Expedition Contract which may be found on Quark's website at: <https://www.quarkexpeditions.com/expedition-contract> (the **"Expedition Contract"**). The Expedition Contract is incorporated into and forms a part of these T&Cs. If you are making a booking on behalf of anybody else, then it is your responsibility to ensure that all other travelers named on your booking are aware of and agree to be bound by these T&Cs and the Expedition Contract.

1.8 References in these T&Cs to **"Day 1 of the Expedition"** means the date of the first activity, accommodation, travel, or whatever other arrangement which is listed as being provided as part of your Expedition on the booking confirmation issued to you by Quark once your booking is confirmed (**"Booking Confirmation"**).

2. TRAVEL AGENTS

2.1 Section 2 of these T&Cs is only applicable when your booking is made with a travel agent or any other person or company that places a booking or pays for the Expedition on your behalf.

2.2 If your booking is made through a travel agent, or any other person or company that places a booking or pays for the Expedition on your behalf, that person shall be referred to as your **"Agent"** in these T&Cs. In such circumstances, and subject to the provisions of section 2.3 all obligations which are imposed on "you" in these T&Cs may be fulfilled by either you or your Agent, save for those stated in section 1.7 above which must be fulfilled by you.

2.3 Where your booking is made with an Agent, you shall remain responsible for all of your obligations under these T&Cs (which for the avoidance of doubt shall also include the Expedition Contract) and it is your Agent's responsibility to bring these T&Cs and the Expedition Contract to your attention.

2.4 Your Agent is considered to be your agent and not the agent of Quark. Quark is not liable for any act, omission, or representation of your Agent. Any amounts paid in respect of the Expedition are not considered paid until Quark receives full payment from you or your Agent. You shall at all times remain liable to Quark for the price of the Expedition. You further acknowledge that Quark is not responsible for the financial condition or integrity of your Agent.

3. BOOKING AND PAYMENT

3.1 Quark has the right to limit, withdraw or change any, and all, discounts and promotions without notice and/or compensation at any time and/or otherwise adjust the price for any Expedition at any time before your Booking Confirmation is issued.

3.2 Your booking shall be confirmed once Quark has received the deposit payment or, subject to when your booking is made, the entire payment for the Expedition. Once the deposit payment is received by Quark it will issue you with a Booking Confirmation. The deposit amount which you shall be required to pay to confirm your booking shall be as follows:

- a. for bookings which are made 151 days (or more) prior to Day 1 of the Expedition, you shall be required to pay a deposit payment of 25% of the total amount of your booking; and
- b. for bookings which are made 150 days (or less) prior to Day 1 of the Expedition, you shall be required to make the payment of 100% of the total amount of your booking.

3.3 Irrespective of when your booking is confirmed, the total amount of your booking must be received by Quark no later than 150 days prior to Day 1 of the Expedition.

3.4 If Quark arranges any pre- or post- Expedition options for you then these may not be refundable after the booking is made. In addition to the applicable deposit payable under section 3.2 above, a non-refundable deposit of a minimum of US\$350, AU\$455, £228, €308, CA\$450 is required at the time of booking if you are booking any pre- or post- Expedition options.

3.5 Quark reserves the right to cancel any booking, or to deny participation in the Expedition, where any payments are not received in accordance with the time periods specified in section 3.2 and/or section 3.3 above.

3.6 Payment must be made in US Dollars (US\$), Australian Dollars (AU\$), Euros (€), Pounds Sterling (£) and/or Canadian Dollars (CAD\$).

3.7 For customers who choose to pay via Automated Clearing House ("ACH") then such service is made available by Quark's bank, Bank of America. 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.

3.8 Quark is not responsible for any charges levied by third parties which are payable by you as a result of credit card or other payment transactions. If you make payment by credit card then to cover the cost of processing a credit or charge card transaction, and pursuant to applicable state regulations in the USA (including, with respect to Colorado, section 5-2-212, Colorado Revised Statutes), Quark imposes 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 payments which are made via debit card, ACH, wire transfer, check or credit card payments with a billing address outside of the USA or in the States of Connecticut, Massachusetts, or Puerto Rico. Any surcharge is to cover the cost of the booking service provided and the surcharge fee does not constitute part of the price of the Expedition.

4. AMENDMENTS

4.1 If you want to make any changes to your booking, then Quark shall use reasonable efforts to accommodate such change request. However, it may not always be possible to amend your booking as the Expedition includes some Components of the Expedition which are not controlled by Quark (such as, for example, flights and hotel stays). Any request to amend your booking must be made in writing to Quark no less than 120 days prior to Day 1 of the Expedition. To the extent that any amendment is possible, you shall be (a) responsible for any and all additional costs or charges which become due and payable as a result of such amendment to your booking and (b) required to pay to Quark an administration fee of US\$500, AU\$650, £320, €440, or CAD\$640.

4.2 Should you be unable to take the Expedition you originally booked, but would like to travel on an alternative date, it may be possible to transfer deposits or payments from the original booking to an alternative booking, subject to the

following conditions: (i) the new Expedition must occur within the same season (i.e. the same Arctic or Antarctic season as set out on Quark's website) of the original Expedition date, and (ii) a request to transfer must be made in writing to Quark more than 180 days prior to Day 1 of the Expedition. Quark reserves the right in its sole discretion to prohibit the amendment of dates on any of its Expeditions pursuant to this section. To the extent that any transfer request is granted, you shall be (a) responsible for any and all additional costs which become due and payable as a result of such transfer and (b) required to pay to Quark an administration fee of US\$ 1000, AU\$1300, £650, CA\$1280 per person will be charged.

4.3 In the event that the amended booking is less than the value of your original booking then you shall not be entitled to any refund. In the event that the amended booking is of a greater value than your original booking then you will be responsible for that additional amount as set out in the new booking confirmation ("**New Booking Confirmation**") as well as the sums stated in sections 4.1 and 4.2. If you fail to pay such additional amount at the time the New Booking Confirmation is issued or by 150 days before Day 1 of the Expedition, if the request is more than 150 days prior to departure, then Quark reserves the right to cancel your booking and the cancellation charges in section 5.2 shall apply.

5. CANCELLATIONS

Cancellations by you

5.1 All cancellations must be made in writing to Quark by you and/or your Agent and sent by email to guest@quarkexpeditions.com. The cancellation shall be effective from the date that Quark receives notice of your cancellation. You hereby agree that losses sustained by Quark 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 in section 5.2 represent a fair and reasonable assessment as liquidated damages, since a cancellation means a diminished opportunity to sell the same space on the booked Expedition.

5.2 In the event that you cancel your booking for the Expedition (or are deemed to have cancelled your booking in accordance with the terms of these T&Cs), then the following cancellation charges shall be applicable (in addition to, as applicable, any amounts paid by you under section 3.4):

Cancellation period	Per person cancellation fee
Within (and including) 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 save for any non-refundable items identified to you in these T&Cs or set out in the Booking Confirmation.
From (and including) 16 days after the date the Booking Confirmation is issued up to (and including) 120 days prior to Day 1 of the Expedition	25% of the total booking amount as specified in the Booking Confirmation or (as applicable) the New Booking Confirmation.
119 to 90 days prior to Day 1 of the Expedition	75% of the total booking amount as specified in the Booking Confirmation or (as applicable) the New Booking Confirmation.
89 or less prior to Day 1 of the Expedition (including any cancellation after the Expedition has started)	100% of the total booking amount as specified in the Booking Confirmation or (as applicable) the New Booking Confirmation.

Cancellations, interruptions, postponements and deviations by Quark

5.3 Except where set out in section 6 of these T&Cs, and/or in the Expedition Contract, in no event shall Quark be liable to you and shall not be obligated to provide any refunds or other compensation payments as a result of any cancellations, postponements, deviations or other amendments to your booking, whether before the Expedition commences or during the Expedition, as a result of any Force Majeure Event.

5.4 Quark reserves the right, in its sole discretion, to cancel any Component of the Expedition prior to Day 1 of the Expedition for any reason. In such circumstances, unless the cancellation or other non-fulfilment of the Component of the Expedition is due to a Force Majeure Event (in which case the provisions of section 9 of the Expedition Contract shall apply), then Quark shall determine, in its discretion, whether to provide you with (i) an alternative component; OR (ii) an appropriate refund (such amount to be determined by Quark in its sole discretion) to reflect the value of the cancelled and/or unavailable Component of the Expedition without any further obligation or liability on the part of Quark. Where an alternative component is provided by Quark then this shall be construed as a "Component of the Expedition" for the purposes of these T&Cs.

5.5 Quark will not be liable or responsible to you for any failure or delay in fulfilling or performing any of its obligations under these T&Cs or the Expedition Contract, or all or part of the Expedition, when and to the extent such failure or delay is caused by a Force Majeure Event.

5.6 In the event that a Force Majeure Event occurs, Quark may, in its sole discretion, choose to cancel or curtail the Expedition, or allow you to remain aboard the vessel while it remains in port. In the event of such cancellation or termination due to a Force Majeure Event, Quark shall not be liable to pay any refund, compensation, interest or damages to you and you will be liable to pay for the services and products utilized by you until the date of such termination. For more information about your rights and Quark's obligations in respect of any Force Majeure Event, refer to section 9 of the Expedition Contract.

Trip Cancellation Coverage

5.7 We strongly recommend you carry trip cancellation insurance or equivalent coverage. In the event that you must cancel your participation in the Expedition, or that Quark cancels or curtails the Expedition due to a Force Majeure Event, trip cancellation insurance may be the only source of reimbursement. It is your responsibility to check the terms of any policy and Quark makes no representations that the policy recommended in Section 5.8 (or any other policy) covers all such circumstances. Further information and requirements regarding insurance are detailed in section 15 of the Expedition Contract.

Travel Protection

5.8 For your convenience, Quark offers a Travel Protection Plan administered by Trip Mate, a Generali Global Assistance & Insurance Services brand. This may help protect your travel investment, your belongings and most importantly, you, from many unforeseen circumstances that may arise before or during your trip, including sickness or injuries that may arise. Individuals looking to obtain additional information regarding the features of the Travel Protection Plan, please visit [Travel Protection Plans – Quark Expeditions](#). Insurance benefits in the Plan are subject to limitations and exclusions, including an exclusion for pre-existing conditions. Plan benefits, limits and provisions vary by state/jurisdiction and not all coverage is available in all states. To review full plan details online and Important Disclosures, please visit [Travel Insurance Policy, Certificate, and Description of Coverage Download](#).

6. ANTARCTIC EXPRESS

6.1 If Quark is required to interrupt an "Antarctic Express" Expedition in accordance with the provisions of Section 10.2.4 of the Expedition Contract where the Expedition is delayed, cancelled, or otherwise curtailed due to adverse weather conditions, then, subject to the applicable provisions of section 10 of the Expedition Contract, the maximum liability of Quark shall be refunding any sums paid by you for the Expedition. All fares and/or any other additional services which are purchased by you shall not be refunded by Quark.

6.2 If the charter flight is unable to fly on the final attempt day (as per section 10.2.4 of the Expedition Contract) then Quark, in its sole discretion, may officially interrupt the Expedition and offer to rebook you on an alternative future Expedition. If an alternative future Expedition is not suitable, then Quark will issue a full refund for the full cruise fare and any unused Adventure Options without any further obligation or liability on the part of Quark. In order to assist passengers to obtain reimbursement for their airfare and potentially other costs to change flights, Quark may provide trip interruption letters for submission to your travel insurance providers. Quark will provide one final additional night hotel accommodation on the day of cancellation of the Expedition and all additional hotel nights and meals shall be your responsibility. Any, and all other, additional costs such as (without limitation) changing your flights shall not be the responsibility of Quark.

7. MARKETING MATERIALS

7.1 Quark reserves the right to amend any of its marketing materials, including (without limitation) any travel brochures or other materials used on its website, including pricing and any Expedition itineraries. Nothing in any of Quark's materials is meant to signify the use of any specific design or model of helicopter (if applicable to the Expedition) and any images are inspirational in character and do not necessarily depict the exact people, animals and/or places that you may encounter during the Expedition.

7.2 Further, Quark shall not be liable or responsible for any typographical errors and/or omissions in any of its marketing materials or any other documentation and reserves the right to make any amendments to rectify any errors and/or omissions.

8. LIMITATION OF LIABILITY

THE LIMITATION OF LIABILITY OF QUARK IN RESPECT OF THE PERFORMANCE OF, AND YOUR PARTICIPATION IN, THE EXPEDITION IS AS SET OUT IN SECTION 13 OF THE EXPEDITION CONTRACT.

9. MISCELLANEOUS

9.1 Definitions. Any definitions which are denoted in these T&Cs with a capitalized letter without any prescribed definition, shall have the definition set out in the Expedition Contract.

9.2 Governing law, jurisdiction and waiver. These T&Cs and any disputes, actions and/or legal proceedings shall be governed in accordance with section 21 of the Expedition Contract.

9.3 Severability. If any provision of these T&Cs 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.

9.4 Consumer Protection Plan. Quark Expeditions is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, Quark is required to post \$1 million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Quark Expeditions' customers in the unlikely event of Quark Expeditions' bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Ave., Suite 1801, New York, New York 10001, or by e-mail to information@ustoa.com or by visiting its website at www.USTOA.com.

9.5 Entire Agreement. These T&Cs along with the Expedition Contract 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.

9.6 Conflicts. In the event of a direct conflict between a provision of these T&Cs and the PBOR (as defined in section 23.1 of the Expedition Contract) then the T&Cs shall prevail.