

## Terms & Conditions

Antarctica21 (also referred to as ANTARCTICA XXI) is in business to help people realise their Antarctic dreams and goals. Antarctica21 will endeavour and strive to do everything in its power to help make their involvement with Antarctica21 and Antarctica a positive and rewarding experience. To this end Antarctica21 strongly advises that all travellers carefully read these Terms and Conditions, as all rights and obligations between Antarctica21 and each passenger will be governed by these as herewith described.

### DESCRIPTION OF THE PROGRAM

The program that Antarctica21 is offering to the participants is described in the brochure corresponding to each tour.

### GENERAL BOOKING TERMS

The following booking terms will apply in the case of individual bookings; in the case of charters (booking of the entire tour and vessel) and groups specific booking terms can be negotiated and agreed upon by separate contract.

- \* A deposit shall be paid to confirm a booking made 120 days prior to the departure date or earlier.
- \* The balance shall be paid no later than 120 days before the date departure.
- \* If a reservation is made less than 120 days prior to the departure date, the total cost of the tour is due at once.
- \* The Participation Form duly filled by the passenger must be received by Antarctica21 no later than 120 days prior to the departure date of the tour. In the case of a booking made less than 120 days prior to the departure date, the Participation Form must be received immediately after the confirmation of the reservation by Antarctica21. Once the Participation Form has been submitted, it is the traveller's responsibility to communicate to Antarctica21 any applicable changes or updates to the information provided. Failure to comply with any of the above requirements entitles Antarctica21 to cancel the booking and withhold return of all payments received. The payment of a deposit or of any payment for a reservation on this tour, and the submission of the Participation Form, shall constitute consent to all the provisions contained herein. With this, the passenger understands and accepts all provisions without restriction, including their consequences, contained in Antarctica21's Terms and Conditions.

### PAYMENT, CANCELLATION AND REFUND POLICIES

The following payment, cancellation and refund policy will apply in the case of individual bookings; in the case of charters (booking of the entire tour and vessel) or group bookings specific payment, cancellation and refund terms can be negotiated and agreed upon by separate contract. In the case of cancellation of a booking, which must be done in writing by the passenger, the following terms will apply:

- \* Cancellation received up to 180 days prior to departure: there will be a full refund of the deposit received less a \$500 USD per person processing fee.
- \* Cancellation received between 179 and 120 days prior to departure: there will be no refund of the deposit paid.
- \* Cancellation received between 119 and 90 days prior to departure: there will be a refund of 15% of the amount paid, provided that the final payment has been received.
- \* Cancellation received between 89 and 60 days prior to departure: there will be a refund of 10% of the amount paid, provided that the final payment has been received

\* Cancellation received between 59 and 30 days prior to departure: there will be a refund of 5% of the amount paid, provided that the final payment has been received

\* Cancellation received between 29 and the departure date: there will be no refund whatsoever.

Upon cancellation, the passenger releases the cancelled cabin and all rights over it to Antarctica21.

Antarctica21 reserves the right to cancel a tour prior to the scheduled date of departure for any reason whatsoever. The decision to cancel a tour is within the sole and absolute discretion of Antarctica21. In the event of such a cancellation, all monies received by Antarctica21 from the passenger or the passenger's booking agent for that tour will be refunded, including the deposit mentioned in the General Booking Terms. Antarctica21 shall not be liable for any special or consequential damages, whether known or unknown, neither for any costs of air ticket, hotel or similar expenses that the passenger may have incurred in or will incur in, under any circumstances whatsoever.

Antarctica21 also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary with due notice to the passengers wherever practicable. Such rescheduling does not constitute a cancellation by Antarctica21. All reasonable efforts will be made by Antarctica21 to ensure that the passenger's travel objectives are met. Antarctica21 strongly recommends all passengers to purchase a travel cancellation and interruption insurance as protection against an unforeseen event which may force them to cancel their booking before departure or leave a tour while it is in progress.

#### PRICES

The prices of tours are indicated in U.S. dollars (USD). Prices quoted are based on tariffs, exchange rates, and fuel prices in effect at time of publication and are subject to change prior to departure. Substantial changes in taxes, tariffs, exchange rates and fuel prices can increase the cost of expedition arrangements significantly. Antarctica21 reserves the right to alter prices or introduce surcharges accordingly, even when payment has already been received in full.

#### RESPONSIBILITY

Antarctica21 is not responsible for any expenses incurred by the passenger or passenger's booking agents in preparing for the voyage, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other voyage related expenses. A tight time-schedule connection with an Antarctic voyage is unwise. For this reason, Antarctica21 strongly suggests that a flexible air ticket be held for your journey home. In no case is Antarctica21 responsible for any expense or penalty incurred by the passenger or passenger's booking agents deriving from a change in the ending date of the Tour.

Participants should understand that there are certain known and unknown hazards involved in Antarctic voyages, which they accept willingly and voluntarily at their own risk at the moment of forwarding the deposit. Antarctica21 will not be liable for any illness, injury or death sustained during a tour, nor will it be liable for any uninsured loss or damage of property of any participant, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of Antarctica21, or those acting as its agents. Antarctica21 shall not be responsible for any injury to persons (whether or not resulting in death) or damage to property arising out of any act of war,

terrorism, insurrection, revolt or other civil or military uprising occurring in the countries of origin, destination or passage. Antarctica21 acts only as agent on behalf of shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour, and as such Antarctica21 will exercise every possible care. However Antarctica21, its subsidiaries and/or associated agents shall not be held responsible for property loss or damage and/or any damages resulting from illness, personal injuries or death that may be sustained by reason of, or while engaged in, any tour whether due to the ownership, maintenance, use, operation or control of any air, sea or land carrier or any other conveyance used in carrying out these tours. Antarctica21 can assume no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a tour under which the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for whom Antarctica21 acts only as agent. The Passenger Contract in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passage. By accepting Antarctica21's Terms and Conditions, the passenger also accepts without reservation the provisions contained in the Passenger Contract in use by the shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour. Antarctica21 strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In the case of a medical problem arising during the tour, including those related to pre-existing conditions, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. Antarctica21 requires that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility still remains with the passenger and Antarctica21 specifically declines any responsibility whatsoever. Antarctica21's staff, agents and representatives, other than an Officer of Antarctica21, are not entitled to promise refunds for whatever reasons, and Antarctica21 will not be bound by any such oral or written promises.

#### ITINERARY

Antarctica21 has the duty to advise you that all operations carried out in the Antarctic territory are subject to constantly changing weather conditions and that the safety and comfort of passengers and crew will never be put at risk by taking actions that may result in a disappointing end to a unique experience.

This is a voyage to a remote part of the world, and Antarctica21 reserves the right to change the itinerary described in the brochure due to weather conditions, availability of anchorages or landing sites, safety of the carrier and human lives, political conditions and other factors beyond Antarctica21's control without consulting the participants. On any flight (to or from Antarctica), or in any sea operation, such operations will be carried out exclusively and absolutely according to the judgment of the Captain of the aircraft or the vessel, whose decision will be definite and will not be questioned by any party. It is understood that such decisions will be made in the best interests of all the passengers and with regard to the safety of the vessel and the aircraft. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes. In case that the flight to or from Antarctica cannot take place due to unfavourable weather conditions either at point of origin and/or destination, Antarctica21 will apply the Contingency Plan corresponding to each voyage.

#### MEAN OF CONVEYANCE, ACCOMMODATION, INFRASTRUCTURE, AND SERVICES

Keeping in mind that safety is the paramount concern, Antarctica21 will make all efforts to carry out the itinerary detailed in the itinerary corresponding to each tour by using the means of conveyance, accommodation, infrastructure, and services arranged to this end. However, Antarctica21 reserves the right to use substitute means of conveyance, accommodation, infrastructure, and/or services in the case of unfavourable conditions or other factors that Antarctica21 considers convenient, either at point of origin and/or transit and/or destination.

The use of substitute means of conveyance, accommodation, infrastructure, and/or services will be carried out exclusively and absolutely according to Antarctica21's judgment. It is understood that such decision will be made with regard to ensuring the safety of air, land and sea operations, accomplishing the itinerary of each tour, maintaining standards of service similar to the ones originally arranged, and in the best interests of all the passengers.

Participants have no right to any refund or other considerations in the event of using substitute means of conveyance, accommodation, infrastructure, and/or services.

#### ADMITTANCE

These tours are intended for persons in reasonably good health. By forwarding the deposit the passenger certifies that he/she does not have any physical or mental conditions or other condition or disability that can create a hazard to himself/herself or other passengers. By submitting the Participation Form to Antarctica21, the passenger:

- Declares under his/her sole and unique responsibility that the information contained in the form is true, complete, and updated to the time of travel and that he/she is fit and fully able to participate in the voyage, is able to take care of himself/herself during the voyage and will not be an obstacle for the enjoyment of the trip for all other passengers;
- Accepts that the expedition will take him/her to remote areas without sophisticated medical facilities and understands that medical attention aboard the ship is limited to basic care, and that an emergency evacuation may be delayed;
- Undertakes to ensure that for the duration of the tour, including possible delays, he/she will carry any and all necessary medications, and in sufficient quantity, to prevent, counter, or remedy any effects on his/her health that could be caused by his/her medical condition;
- Understands and accepts that Antarctica21 and its providers cannot, and will not, be held responsible or liable for any possible consequences resulting from his/her health condition during or after the program, and specifically for any food, beverage, ingredient, or any other substance that could cause a direct or indirect allergic reaction;
- Understands and accepts Antarctica21's policy regarding the acceptance of pregnant women on Antarctic voyages as presented in the Participation Form, including Antarctica21's right to deny or limit participation should any information regarding a pregnancy be omitted in full or in part;
- Accepts that Antarctica21 reserves the right to request additional information regarding his/her health and physical suitability to participate in an Antarctic expedition.

Antarctica21 welcomes on its tours children 8 years of age and older, provided that they comply with the requirements applicable to all passengers and that

an adult taking full responsibility of the minor accompanies them. Regardless of the above, Antarctica21 reserves the right to exclude a passenger from part or all of the tour, should the passenger be considered by Antarctica21 to be not physically able or prepared to participate safely. Should a passenger's application for participation in a tour be justifiably declined by Antarctica21 prior to the scheduled date of departure of the tour, Antarctica21 will refund all payments received from the client less an administrative fee equivalent to 75% of the Deposit paid only if the Participation Form is received by Antarctica21 at least 120 days prior to the departure date, and this will be the limit of Antarctica21's liability. Antarctica21 shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whatsoever. Antarctica21's decision to decline a passenger's participation in any tour shall be taken in its sole and absolute discretion. Antarctica21's leaders and guides will do their utmost to ensure that any problems are solved for the benefit of the group and the voyage as a whole. Passengers accept Antarctica21's authority (whether it be a Captain, Expedition Leader, Operations Manager or Field Guide) to make decisions affecting the group or individuals. For instance, an individual may be denied participation in a tour, or his/her participation in certain activities may be denied or restricted by an Antarctica21 leader, if that individual's health is at risk, if an illegal act is committed, or if his/her behaviour becomes detrimental to the safety, enjoyment or wellbeing of the group. Should an Antarctica21 leader take such action, that person would not be entitled to any refund whatsoever. If the disturbing behaviour or damage (as described above) should occur, all costs resulting from this shall be charged to the passenger.

#### BAGGAGE

The passenger's baggage, including all his/her belongings, is under his/ her sole and exclusive care and responsibility. The passenger accepts that Antarctica21 shall have no liability for loss or damage howsoever caused, even if by the negligence of the company. Antarctica21 strongly recommends to passengers to obtain insurance for all baggage and other personal property. The passenger is not allowed to transport, not bring or have aboard any firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port or airport to be visited, or any other item that is not admitted by the Passenger Contract of shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour. On the flights to and from Antarctica, the maximum baggage allowance for each passenger, including hand luggage, is 20 kg (44 lb.). Baggage exceeding the maximum weight will be refused on board the aircraft and will not be allowed. Excess baggage allowance cannot be purchased. For Air-Cruises starting in Punta Arenas, exceeding luggage will be kept in custody and will be returned to passengers upon their return from Antarctica.

#### USE OF PERSONAL EQUIPMENT

Antarctica21 does not allow the use of motorized or naturally powered equipment by passengers during its expeditions. This includes the use of unmanned aerial vehicles (drones), radio-controlled surface and underwater vehicles, kites, and all types of equipment that could result in contamination of the Antarctica environment or harm to its wildlife.

#### USE OF PERSONAL DATA

Passengers' personal data collected by Antarctica21 are used exclusively to

provide the services of the tour booked, and to manage the passenger's security, safety, and wellbeing during the tour. As necessary, data will be shared with third party service providers, such as transportation, accommodation, and insurance providers, who collaborate with Antarctica21 on the delivery of the tour. Data will also be shared with authorities as required by law, regulation, or court orders.

#### PHOTOGRAPHY AND VIDEO

Passengers extend Antarctica21 permission to take their photograph and video during the voyage and release all rights over those images. Passengers authorize Antarctica21 to make use of such photographs and video without any restriction whatsoever, including for promotional and other purposes. Passengers who do not wish to be photographed or videotaped during the voyage must inform Antarctica21 in writing, prior to the voyage. Antarctica21 will not be held responsible for the usage of photographs and/or videos taken by third parties during the tour.

#### LAW AND JURISDICTION

This Agreement, its interpretation, and any dispute hereunder shall be governed by and construed in accordance with the laws and the jurisdiction of the Republic of Chile, with the only exception of the maritime cruise, which is ruled by specific provisions contained in the Cruise Contract. In case of any dispute, the Spanish text of Antarctica21's Terms and Conditions is applicable.

#### CONTINGENCY PLAN

A Contingency Plan is in place for those cases when weather conditions require that the day of operation of the flight between Punta Arenas and Antarctica is modified from the itinerary. The purpose of the Contingency Plan is to provide travellers with a flexible travel experience that adapts to the weather conditions, and to provide a refund of the cruise fare in case weather conditions prevent clients from reaching Antarctica.

Contingency Plan For Antarctica Express Air-Cruises starting in Ushuaia  
In the case of a delay on the return flight to Punta Arenas from Antarctica, passengers on board the ship will continue cruising to nearby places until the return flight to Punta Arenas is authorized. Full board and all excursions are included. No refund will be extended for any reason whatsoever.

Contingency Plan for Classic Antarctica Air-Cruises, Polar Circle Air-Cruises, and Antarctica Express Air-Cruises starting in Punta Arenas  
Outbound flight to Antarctica · Between Day 1 and until 2PM on Day 4 every effort will be made to transport passengers to Antarctica taking into consideration their safety and the safety of the aircraft. The daily program described below will apply:  
DAY 2 · Guided tours to sites of historic and wildlife interest in Punta Arenas will be provided. Meals are included as well as accommodation at the same hotel included on Day 1 of the itinerary.  
DAY 3 · Guided tours to sites of historic and wildlife interest in Punta Arenas will be provided. Meals are included as well as accommodation at the same hotel included on Day 1 of the itinerary.  
DAY 4 · If by 2 PM Antarctica21 will not be able to transport passengers to Antarctica, the trip will be interrupted. Accommodation with breakfast in a 3-star hotel in Punta Arenas will be provided. No other services or meals will be included. Antarctica21 or, if applicable, the

traveller's booking agent will refund to each passenger 100% the cruise fare paid for the expedition.

DAY 5 · Group airport transfers are provided. No other services or meals are included.

Return Flight from Antarctica · In case the return flight to Punta Arenas is moved forward, passengers will disembark the ship and fly to Punta Arenas up to one day earlier than indicated in the itinerary. On arrival, accommodation at the Cabo de Hornos Hotel or similar will be provided. All other inclusions will remain per the original itinerary. In the case of a delay on the return flight to Punta Arenas from Antarctica, passengers on board the ship will continue cruising to nearby places until the return flight to Punta Arenas is authorized. Full board and all excursions are included. The trip will end at the Punta Arenas airport. No refund will be extended for any reason whatsoever.

Note on Polar Circle Air-Cruises OCN10-PC and OCN18-PC and on Classic Antarctica Air-Cruises MAG08-CA and HEB05-CA: In the case of a protracted delay of the return flight to Punta Arenas from Antarctica, the ship will sail across the Drake Passage to Puerto Williams, Chile. Upon arrival a charter flight will take travellers to the Punta Arenas airport where the trip will end.

Important Notice on Refunding - Refunding will take place as soon as possible through the same channel used for booking and will release Antarctica21 from any further liability.