

TERMS & CONDITIONS

These are the terms and conditions of your travel with us. They also limit our liability. Please read these terms and conditions carefully. By either accepting final tour documents, or by commencing travel with us, you accept all these terms and conditions.

Who Are Parties to These Terms and Conditions:

“You” and “your” refer to the person who arranges travel with us. All persons who you arrange travel for (such as your spouse, family members, and fellow travelers who you arrange this travel for) must comply with these terms and conditions and you are responsible to make sure they do. If you are acting as representative on behalf of an entity, like a corporation, limited liability company or partnership, then “you” refers also to the entity you are acting on behalf of and you represent and warrant that you are authorized to act on that entity’s behalf.

“We” or “us” or “our” refers to Holden Safaris LLC. Regarding limits on liability, limits of responsibility, rights to take action and acts of discretion “we” or “us” or “our” also refer to the officers, employees and agents of Holden Safaris, LLC and they will be deemed to be third party beneficiaries of such provisions.

HOW TO BOOK:

TO BOOK YOUR TRAVEL: Please contact your professional travel agent or Holden Safaris, LLC.

RESERVATIONS: You should make your reservations well in advance because the size of lodges is limited, and their capacity can sell out. Early reservation provides the best prospect for your first choice of accommodation.

DEPOSIT: A non-refundable deposit, 25% of your total trip cost, is required to book your space. For a departure date within 65 days, full payment is required to book your space. For trips with air fares, 100% of the air fare is due to confirm your air reservation.

FINAL PAYMENT: Full payment is due and must be received by us 65 days prior to departure.

CREDIT CARD PAYMENTS:

Payments using credit cards, including Visa, Mastercard, American Express and Discover, must provide a signed charge authorization agreement for every transaction for your trip. Your authorization is a binding agreement for us to charge your card, and as such, you waive any right to a chargeback in the case of cancellation for any cause (excepting fraud), including a force majeure event, as defined herein, and agree to refund policies and procedures as outlined in these terms and conditions. In the event a client attempts to chargeback, reverse, or recollect a trip payment already made without our authorization, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal, or recollection, including, without limitation, attorney fees.

Force Majeure: “Force majeure” means, in any circumstances beyond our reasonable control, (including, but without limitation, to acts of God, explosion, flood, forceful wind, fire or accident, war or

threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery and vehicles, delays or other unforeseeable event), we shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, and shall not provide any refund, by reason of delay in performance, or by non-performance, of any of our obligations hereunder to the extent that any such delay or non-performance is due to any force majeure. If we, and/or any of our travel suppliers, are affected by force majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip.

CANCELLATION CHARGES:

a) For cancellation 66 days or more before departure, we retain a cancellation charge of 25% of total trip cost.

b) For cancellation 65 or fewer days before departure, we retain a cancellation charge of 100% of total trip cost.

In many instances, lost and/or unused airline tickets are not refundable or replaceable.

We reserve the right to cancel a reservation and impose cancellation charges if payment is not received within the above periods. We are not responsible for lost land, air or other reservations.

We recommend you obtain travel insurance. We make no representation or guarantee concerning reimbursement, scope of coverage, or other aspect of any travel insurance policy or claim.

WHAT'S INCLUDED IN TOUR PRICE:

ACCOMMODATIONS: Those stated in the itinerary, or similar accommodations, will be provided in hotels, lodges and camps, based on two persons sharing a room with private bath or shower. We may substitute hotels, camps, and lodges when we deem necessary or appropriate. Service charges and taxes are included for all accommodations.

SINGLE ACCOMMODATIONS: If available, are at additional cost, as indicated in the programs. If you travel solo and let us know you want to share a room, we can try to fulfill your request. But we will not be responsible or liable for claims or issues arising from roommate pairing. If a single room is used due to unavailability of a roommate, or roommate cancellation, the single room supplement will be charged. Our tours are based on a minimum of two passengers.

MEALS: are provided as specified in each program.

(B)=Full American Breakfast, (L)=Table d'hote lunch, (D)=Table d'hote dinner.

SIGHTSEEING: as stated in each itinerary. We try to use the most modern, comfortable transportation available in the locality, with English speaking drivers/guides. There may be seasonal closure of some attractions.

TRANSFERS: between airports, train stations, motor coach terminals and hotels are provided, when specified. Transfers include up to two items of luggage per person. Many airlines are more restrictive as to luggage they allow, with or without charge. You are subject to their restriction.

AIRLINE BAGGAGE LIMITS: Airlines limit the number, size (dimensions), weight and contents of baggage. Many airlines charge fees for checked baggage. Limits, fees and other details vary by airline, country, domestic or international flight, airplane size and type, and other factors, and can change any time. You must check each air carrier in your itinerary for current baggage restrictions and fees. On small

chartered flights within Africa, additional luggage restrictions apply. Some details are stated in the tour documents.

BAGGAGE: On Wing Safari, you are permitted one soft-sided bag, weighing no more than the limit stated in your tour documents. The weight limit could be as low as 25 lbs., depending on aircraft type and destination. You are responsible to arrange and pay to store excess baggage.

RESPONSIBILITY: You bear responsibility for the contents of, and all risk of loss and damage to luggage and personal effects throughout travel. You should check with your insurance agent whether your homeowners or renters or other insurance may cover such loss and if not, you should obtain insurance for such loss.

TOUR PLANNING: Price includes tour planning, preparation, marketing and operational costs. Prices are based on tariffs, taxes and exchange rates, and absence of other charges to us, at the time of printing. We reserve the right to increase prices due to changes in any of these. Prices are stated in US dollars and reflect departure dates as specified. From and to prices represent the range of seasonality and lodge accommodation options.

ITINERARY CHANGES: A fee of \$100 will be charged for each change to a confirmed itinerary. We do not assure that it will be possible to make your requested change.

LATE BOOKING FEE: A fee for additional communications and expedited mail or delivery costs will be charged when applicable.

NOT INCLUDED IN TOUR PRICE:

LAND ONLY prices do not include costs or charges for airfares, passports, visas, inoculations, excess baggage, personal items like souvenirs, drinks, snacks, laundry, internet access, phone calls, texts, cables, TV, meals not specified in itinerary, medications, insurance, local taxes or numerous other kinds of charges.

GRATUITIES: Tips to tour guides, waiters, hotel staff, baggage handling and game rangers are not included and are at your discretion unless specifically included in tour price.

Prices stated are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates, other considerations and absence of certain potential charges, at the date of the price quote. These and other taxes and fees are subject to change, which may change our pricing, until the time of your purchase. For up-to-date pricing contact your travel agent or Holden Safaris, LLC. No surcharge regarding change in cost or currency exchange rates will be made to a LAND only price after receipt of your full deposit. This excludes potential fuel surcharges, taxes, charges or levies imposed by any government or its agencies and airport taxes. No refund or credit will be provided on account of costs being reduced. The price does not cover costs and expenses, including your return home, if you leave the tour, whether by your choice, due to illness, action by any government, or other reason.

REFUND REQUEST: Application for refund must be made in writing to Holden Safaris, LLC within 30 days of tour termination, stating the circumstances, amount of refund requested and providing documentation if applicable. There is no refund for missed meals or services, absence from all or part of a tour, for any number of consecutive or non-consecutive days, or unused hotel accommodation. Many other circumstances are also not a basis for a refund. We recommend you obtain insurance covering risks of interruption, illness, injury, loss of property and the like.

PASSPORT/VISA/INOCULATION/INSURANCE: Passports are required for international travel. Passport must be valid for at least 6 months after scheduled return date. Passport should have sufficient blank pages for visas and immigration stamps. Visas are required for travel to many areas. Many countries have immunization requirements. Some countries require foreign visitors to have valid medical insurance on entry. Requirements vary by country and can change. Countries could deny entry for other reasons. You should obtain up-to-date information from authorities of the countries involved. We shall not be liable for delay or denial of entry whether due to inability to satisfy entry requirements or entry authority's questioning or refusal to accept proof of entry requirements or any other reasons.

GUESTS WITH DISABILITIES: We welcomes guests with special needs or disabilities. Guest must inform us in advance, as early as possible, of any physical, medical or other special need that requires accommodating. We will consider making reasonable modifications to or exceptions from our policies, practices and procedures when necessary, unless doing so will fundamentally alter the nature of the services.

Children: We welcome children on our safaris but an adult or guardian must always accompany and supervise each child. We have the right, in our sole discretion, to exclude any child or children from activities as we deem appropriate based on age or maturity of the child or other factors.

SAFETY: You must ensure you and those under your care are medically and physically able to travel. We may impose safety requirements. We may exclude from participating in travel or from any activity, an individual whose participation poses a direct threat to health or safety that cannot be eliminated by reasonable modification of our policies, practices or procedures or by the provision of auxiliary aids and services. A decision to exclude an individual will be based on an individualized assessment based on reasonable judgment that relies on current medical evidence or the best available objective evidence in the circumstances to determine the nature, duration and severity of the risk, probability that potential injury will occur and whether reasonable modifications of policies, practices or procedures will lower the risk.

We do not provide personal devices (such as wheelchairs, hearing aids or prescription eyeglasses) or services of a personal nature (such as eating, dressing or toileting). A guest who requires services of a personal nature (eating, dressing or toileting, as examples) should consider bringing a companion to provide the assistance and understand that other guests and staff will not be available for such purpose.

We do not employ or provide medical personnel. Any needed medical attention must be sought at a local facility, if available, at guest's expense. We recommend you obtain insurance for this risk.

WE ARE NOT RESPONSIBLE OR LIABLE FOR LOSS OR COST INCURRED DUE TO UNAVAILABILITY OF MEDICAL SERVICES, INABILITY TO OBTAIN OR DELAY IN OBTAINING MEDICAL SERVICES IF AVAILABLE, LACK OF QUALITY OR INEFFECTIVENESS OR OTHER ASPECT OF MEDICAL SERVICES OBTAINED, OR LEVEL OF CARE OR SERVICES RECEIVED. YOU MUST BRING AN ADEQUATE SUPPLY OF YOUR MEDICATION(S), IF ANY, FOR THE DURATION OF YOUR VACATION.

Some guided vacations can include rough terrain, walking over unpaved or uneven pavement, steps, locations which may not be easily accessible or accessible by wheelchair, bumps, and other challenging conditions.

For various parts of the tour, arrangements are made with carriers, hotels and other independent suppliers. They are independent entities which Holden Safaris, LLC does not control. We cannot assure disability access or accommodations outside the United States.

Smoking (also including e-cigarettes and any variants) is not permitted on our tours except in approved smoking areas. Smoking is not allowed on coaches, vans, or safari vehicles. Most or all airlines prohibit inflight smoking and many hotels do not allow smoking or permit smoking only in a limited number of designated rooms.

We reserve the right, in our discretion, to terminate your trip if behavior or actions of you (also including anyone in your group) is disruptive or negatively impacts the vacation. You are responsible for travel costs home and other costs and there shall be no refund.

Photography during travel: We reserve the right to take photographs during the tour for promotion and other purposes. By booking, you consent to your images being used for this purpose. If you do not consent, you must inform us at the start of the trip.

Non-Responsibility: HOLDEN SAFARIS LLC, EACH TRAVEL AGENT, TOUR OPERATOR AND SUBCONTRACTOR OF SERVICES ACT ONLY AS AGENTS FOR SUPPLIERS REGARDING YOUR TRAVEL, WHETHER BY PLANE, CAR, MOTOR COACH, SHIP, RAILROAD OR ANY OTHER KIND OF TRANSPORTATION, AND WE AND THEY SHALL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS, ADDITIONAL EXPENSE, ACCIDENT, DELAY, SCHEDULE CHANGE OR OTHER IRREGULARITY. ANY OF THESE, AND OTHER EVENTS, MAY OCCUR, WHETHER DUE TO USE OF OR DEFECT IN A VEHICLE, NEGLIGENT OR RECKLESS ACT OR OMISSION, CRIMINAL ACT, TERROR, MILITARY ACTION, ACT OF WAR, INSURRECTION, CIVIL UPRISING, STRIKE, WEATHER, DISASTER, ACT OF GOD, ACT OF GOVERNMENT, OR OTHER ACT OR INCIDENT OR OCCURRENCE OR OMISSION, IN EITHER THE COUNTRY OF ORIGIN, DESTINATION, AREA OF PASSAGE OR ELSEWHERE, OR FOR OTHER REASON, OR DUE TO ACTS OR DEFAULT OF ANY COMPANY OR PERSON INVOLVED IN ARRANGING THE TOUR, OR IN THE CHAIN OF SUPPLY. ALL SUCH INJURY, DAMAGE, LOSS, ADDITIONAL EXPENSE, ACCIDENT, DELAY, SCHEDULE CHANGE OR OTHER IRREGULARITY IS AT YOUR RISK AND COST. WE RECOMMEND THAT YOU OBTAIN INSURANCE FOR THESE RISKS.

CHANGES: When services and accommodations described in this brochure cannot be supplied or the itinerary is changed due to delays or other causes of any kind or nature beyond our control, we may seek to supply comparable services, accommodations, and itineraries. There shall be no refund in these circumstances.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THE ITINERARY, OTHER CHANGES, AND/OR CANCEL ANY TOUR, AND SHALL HAVE NO LIABILITY FROM OR RELATING TO SUCH ADJUSTMENTS OR CANCELLATION. WE SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO LUGGAGE OR OTHER PROPERTY, BEFORE, DURING OR AFTER THE TOUR.

AIRLINE CONTRACT: Any passenger contract used by an airline is between the airline and purchaser of the ticket. Airline prices are based on prices in effect prior to or at the time of printing this document or at the time of the price quote, inclusive of fuel surcharges and other airline, airport and related charges and taxes, and are subject to change without notice until the time of purchase.

ADDITIONAL RISKS

ADDITIONAL RISKS AND DANGERS MAY ARISE INCLUDING, BUT NOT LIMITED TO, HAZARDS OF PRESENCE OR TRAVEL IN UNDEVELOPED AREAS, HAZARDS OF TRAVEL BY BOAT, TRAIN, AUTOMOBILE, AIRCRAFT AND OTHER MEANS OF CONVEYANCE, ANIMAL INTERACTIONS, FORCES OF NATURE, POLITICAL UNREST, SOCIAL UNREST, SENTIMENTS HOSTILE TO YOUR OR

OTHERS' NATIONALITY OR ORIGIN OR RELIGION OR OTHER CHARACTERISTICS, HAZARDOUS LOCAL CUSTOMS AND PRACTICES, DIFFERING LEVELS OF SANITATION, DIFFERING STANDARDS OF SAFETY, RISKS ASSOCIATED WITH WATER, FOOD, PLANTS, INSECTS AND DIFFERING ANIMAL REGULATION, ACCIDENT OR ILLNESS IN AREAS LACKING MEANS FOR RAPID EVACUATION OR LACKING SUFFICIENT MEDICAL FACILITIES, AND ACTS OF NATIONAL AND LOCAL GOVERNMENTS AND UNREST AND ACTS OF OTHERS AGAINST GOVERNMENTS. THESE ARE NOT ALL THE RISKS BUT ARE EXAMPLES. THERE ARE ALSO MANY OTHER RISKS. YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE THAT THERE ARE SIGNIFICANT DANGERS INVOLVED. YOU ACCEPT ANY AND ALL RISKS. YOU AGREE YOU WILL NOT MAKE A CLAIM AGAINST US OR OUR PERSONNEL OR SUE FOR BODILY INJURY, EMOTIONAL TRAUMA, DEATH, PROPERTY LOSS OR DAMAGE OR OTHER LOSS, COST OR EXPENSE, HOWEVER CAUSED, AS A RESULT OF OR RELATED TO YOUR CONTRACTING FOR, TRAVELING TO OR FROM, OR IN ANY AND EVERY OTHER WAY PARTICIPATING IN THE TOUR. YOU RELEASE US AND OUR PERSONNEL FROM ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, ARISING FROM CONTRACTING FOR, TRAVELING TO OR FROM, AND IN ANY AND EVERY WAY PARTICIPATING IN A TOUR. THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IS ENTERED INTO BY YOU ON BEHALF OF YOU AND ALL MEMBERS OF YOUR FAMILY AND PARTY, ALSO INCLUDING MINORS ACCOMPANYING YOU. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

INTERNATIONAL TREATIES: You shall not seek to hold airlines or other transportation companies responsible for any act, omission, or event during the time you are not on board their plane, transportation or conveyance. We rely on international conventions which may apply to services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of providing the services. International conventions which apply may, depending on the circumstances, include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

WE TRY TO ENSURE ACCURACY OF INFORMATION AT THE TIME OF PRINTING. HOWEVER ERROR OR CHANGE IS POSSIBLE. WE SHALL NOT BE LIABLE FOR PRINTING, PHOTOGRAPHIC OR TYPOGRAPHIC ERROR OR CONDITION CHANGE, OR HUMAN ERROR OR ERROR ARISING FROM UNFORESEEN OR OTHER CIRCUMSTANCES.

These terms cannot be varied except in writing by an officer of Holden Safaris, LLC. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect.

Any litigation involving or relating to this contract, any brochure or any aspect of your trip shall be brought only in the United States District Court for the Central District of California, or Superior Court of the State of California in and for Orange County, California, USA, and California law (applicable to relationships and acts and omissions occurring entirely within California and thus without regard for California's principles of conflicts of law and/or principles for applying law of other states or nations) will apply to any and all such disputes.

Passengers who purchase from within California: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled

completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: (415) 256-9756.

Passengers purchasing from outside of California: This transaction is not covered by the California Travel Consumer Restitution Fund.

Holden Safaris, LLC is a registered seller of travel in California, located at 1300 Bristol Street North, Suite # 100, Newport Beach, CA 92660, phone: (877) 422-1350; (949) 873-6278; CST Reg. No. 2133270-40. Registration as a seller of travel does not constitute approval by the State of California.

CALL YOUR PROFESSIONAL TRAVEL ADVISOR OR HOLDEN SAFARIS, LLC AT 1.877.422.1350