

Booking Terms and Conditions

Explora Journeys

THESE ARE THE TERMS AND CONDITIONS, WHICH APPLY TO YOUR HOLIDAY PACKAGE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM.

All Holiday Packages (hereinafter referred to as the “Journey(s)”) offered in the Company’s brochure and/or in the Official Website are offered for sale by the carrier Explora S.A., a Swiss company with registered offices at Avenue Eugene Pittard, 16, 1206 Geneva (Switzerland), registered with the Chamber of Commerce of Geneva under the official registration number CHE 315.766.578 hereinafter referred to as the “Company”.

When you make a Booking, you will be entering into a Contract with the Company for the supply of each Travel Service to you.

In these Booking Terms & Conditions the following expressions shall have the meanings defined hereunder:

“Booking” means the steps taken by the Guest to enter into a Contract with the Company as described under these Terms and Conditions.

“Booking Confirmation” means the confirmation of the booking sent to the Guest once the deposit is paid.

“Booking Creation” means the moment when the Option Confirmation is sent to the Guest.

“Booking Terms & Conditions” means these terms and conditions and the information contained in the relevant Company’s brochure, the Official Website and/or other information which will form the express terms of your Contract with the Company.

“Carrier” means the the entity who has undertaken the obligation to carry the Passenger from one place to the other as indicated in the journey ticket, airline ticket or other ticket issued for any other applicable transport and is thereby indicated on such documents as “carrier”. For the cruise portion of your Cruise Package, the Carrier is Explora S.A.

“Company” means Explora S.A. - whose registered address is 16, Eugene Pittard, CH-1206 Geneva, Switzerland who organizes the Journey and sells or offers them for sale, whether directly or through a third-party Sales Agent.

“Conditions of Carriage” means the terms and conditions under which the Carrier provides transport either by air, road or sea. The Conditions of Carriage may refer to the provisions of the law of the country of the Carrier and/or international conventions which may limit or exclude the liability of the Carrier. Copies of the Conditions of Carriage of any Carrier are available to the Guests upon request.

“Contract” means the contract concluded between the Company and the Guest relating to the relevant Journey which is evidenced by the issue of the Booking confirmation sent by the Company or its Sales Agent to the Guest.

“Destination Experience” means any excursion, trip or activity ashore that is not included as part of the all-inclusive price of the Journey and is offered for sale by the Company onboard its vessels.

“Disabled Guest” or “Guest with Reduced Mobility” means any Guest whose mobility when using transports is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability or impairment or as a result of age, and whose situation needs appropriate attention and adaptation to his/her particular needs for the services made available to all Guests.

“Force Majeure” means any unforeseeable and unpredictable event out of the Carrier’s or the Company’s control including Acts of God (such as, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, civil disturbances, industrial disputes, natural and nuclear disasters, fire, health risks, nationalization, government sanction, blockage, embargo, labor dispute, strike, epidemic, pandemic, quarantine, lockout or interruption or failure of electricity or telephone service and/or any unforeseen technical problems with transport including changes due to rescheduling or cancellation or alteration of flights, closed or congested airports or ports.

“Future Journey Credit” means a journey credit granted to the Guest to be used for a future booking with the Company under a certain period of time.

“Explora Early Booking Benefit” means the saving granted to the Guest if 100% of the journey fare is paid all in one time. The related value varies according to specific journey.

“Guest” means each and every individual passenger, including minors, named either on the Booking confirmation or on the invoice or on a ticket issued by the Company.

“Journey” or “Journey Package” means the transport by sea and the stay onboard an Explora S.A. vessel (as described in the relevant Company’s brochure, the Official Website or other documentation produced for or on behalf of the Company) including any other associated travel arrangements that may include but not limited to: flights, hotel accommodation, overland tours, airport, hotel and port transfers, destination experiences as well as onboard pre-paid services.

“Journey Fare” means the cost of the Journey including the following items: suite accommodation, meals on board, alcoholic beverages, cocktails, soft drinks, mineral water, gratuities, port charges, WiFi internet access, entertainment where offered and complimentary transfers from port to town centre where applicable. Depending on the suite category or the promotional fare booked, additional benefits can be granted.

“Ocean Terrace Suite” means a group of specific suite categories associated by size, layout and amenities offered by Explora Journeys.

“Ocean Grand Terrace Suite” means a group of specific suite categories associated by size, layout and amenities offered by Explora Journeys.

“Official Website” means the set of related web pages, documents and hypertext links served from the web domain www.explorajourneys.com.

“Ocean Penthouse Suites” means a group of suite categories associated by specific sizes, layouts and amenities offered by Explora Journeys.

“Ocean Residences” and “Owner's Residence” means a group of suite categories associated by specific sizes, layouts and amenities offered by Explora Journeys.

“Official Website” means the set of related web pages, documents and hypertext links served from the web domain www.explorajourneys.com.

“Option” means the choice given to the Guest to book a Journey with the Company.

“Option confirmation” means the notification sent to the Guest after the Option proposed by the Company is accepted by the Guest and the creation of the booking.

“Sales Agent” means the third party travel advisor that sells or offers for sale the Journey put together by the Company, on its own or on behalf of the Company.

1. BOOKING PROCEDURE AND DEPOSIT

1.1 In order to proceed with a Booking, the Guest must contact the Company or one of the Company’s authorized Sales Agents or representatives. Guest shall be given the Option to book a specific Journey and an Option Confirmation is sent by the Company to the Guest or to the Sales Agent.

1.2 By booking a Journey, the person making the Booking confirms, agrees and accepts that all persons named in the Booking request shall be bound by the Booking Terms & Conditions and that he/she has authority to accept these Booking Terms & Conditions on behalf of all the persons named on the Booking request.

1.3 The Booking will be confirmed, and the Booking confirmation shall be sent once a deposit equal to 25% of the total Journey Fare per person for Journey is paid by the Guest to the Company. All payments must be made directly from the Guest to the Company.

1.4 The deposit - or full fare if applicable- shall be paid within the following time limits, which shall start running from the Option confirmation:

- Within 7 days up to 121 days before departure
- Within 1 day from 120 to 31 days before departure
- Within 6 hours less than 30 days before departure

If Guest fails to pay the Deposit according to the above terms, the Booking will be automatically cancelled, and no Booking confirmation shall be sent.

1.5 In order to be eligible for the Explora Early Booking Benefit, Guest is required to pay an amount equal to 100% of the total Journey Fare.

2. CONTRACT AND FINAL PAYMENT

2.1 Every Journey is subject to availability at the time of Booking. The Contract with the Guest shall be deemed concluded once the Booking confirmation is sent by the Company to the Guest or to the Sales Agent.

2.2 Full payment is required no later than 90 days prior to departure for all categories except Ocean Residences or 150 days for Ocean Residences unless different conditions apply and are clearly specified upon booking.

2.3 If the Booking is made within 90 days prior to departure or within 150 days prior to departure for Ocean Residences, then full payment must be made at the time of Booking.

2.4 If any Guest fails to pay the balance according to the above terms, the Company has the right to cancel the Booking without notice and levy cancellation charges in accordance with paragraph 13 below.

2.5 The Journey fare includes the following items: suite accommodation, meals on board, alcoholic beverages, cocktails, soft drinks, mineral water, gratuities, port charges, WiFi internet access, entertainment where offered and complimentary transfers from port to town centre where applicable. Depending on the suite category or the promotional fare booked, additional benefits can be granted. The Fare does not include any medical expenses, any independent contractors' services or products, or Destination Experiences. Food & Beverage exclusive products can be available for an additional fee.

3. PRICES AND PRICE GUARANTEE

3.1 No change to the Journey Fare will be made once full payment has been received by the Company.

3.2 The Company reserves the right to modify the Contract price at all times to allow variations for:

- a) air transportation costs;
- b) fuel costs for the propulsion of the vessel;
- c) dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports.
- d) the exchange rates relevant to the Journey Fare.

Variations may be upwards or downwards. For paragraph a) any variation of the Journey Fare will be equal to the extra amount charged by the airline. For paragraph b) any variation of the Journey Fare will be equal to 0.33% of the price of the Journey for every dollar of increase of the fuel per

barrel (NYMEX Index). For paragraph c) any variation of the Journey Fare will be equal to the full amount of the fees.

3.3 If the increase in the Journey Fare amounts to more than 8% of the total Journey Fare at the time of Booking, the Guest will be entitled to cancel the Contract with a full refund of the Journey Fare within the limits and to the extent of the amount effectively paid by the Guest at the time of cancellation. Such right of refund does not include insurance premiums paid which are in no case refundable.

3.4 To exercise the right to cancel the Guest must notify the Company in writing within 14 days of receiving the price increase notification.

4. INSURANCE

4.1 The Company recommends that every Guest should have adequate insurance policy which covers them sufficiently for the Journey cancellation, medical assistance and expenses, loss and/or damage of the luggage, from the time the Contract has been confirmed as Booked to the end of the Journey as specified in the relevant information materials.

5. PASSPORT AND VISAS

5.1 Guests must hold fully valid passports for the whole duration of the Journey and the expiry date must be at least 6 months after the return date. Certain countries insist on machine-readable and digital photo passports, especially Russia and USA.

5.2 The Company is not responsible for obtaining visas for any Guest, this is the responsibility of the individual Guest. It is the duty of the Guest to verify that his/her passport, visas, or other documents for travel are accepted in the countries where the Journey is deployed. Guests are strongly advised to check for all legal requirements for travelling abroad and at the various ports to include the requirement of visas, immigration, custom and health.

5.3 The Company is mindful of the global risk of indiscriminate terrorist attacks. Guests should be aware of up to date travel information and up to date travel advice for their chosen destination; please review the Foreign Office website for detailed information www.gov.uk/foreign-travel-advice.

6. FITNESS TO TRAVEL – AGE REQUIREMENT – ALCOHOL

6.1 The safety of all Guests is of paramount importance to the Company, hence all Guests warrant that they are fit to travel by sea (and if applicable by air) and that their conduct or condition will not impair the safety or convenience of the vessel or aircraft and the other Guests, and that they can be carried safely in accordance with applicable safety requirements established by International EU or national law.

6.2 Any Guest with a condition that may affect fitness to travel considering the vessel's itinerary must inform the Company at the time of Booking and submit a doctor's certificate prior to Booking.

6.3 In any case, the Company and/or the Carriers has the right to request – at their own discretion – the Guest to produce medical certificates supporting the fitness to travel.

6.4 Pregnant women are requested to seek medical advice before travelling; at any stage of their pregnancy they must obtain a medical certificate from a doctor confirming their fitness to travel on board the vessel taking into account the specific itinerary.

6.5 The Company and/or the Carriers do not have on board any of the vessels adequate medical facilities or equipment for childbirth. The Company cannot accept a Booking and the Carrier cannot carry any Guest who will be 24 weeks pregnant or more by the end of the Journey.

6.6 The Company and the Carrier expressly reserve the right to refuse boarding rights to any Guest who appears to be in any advanced state of pregnancy or who does not provide the medical certificate according to clause 6.4 above and shall have no liability in respect of such refusal.

6.7 In the case of a Booking made by a Guest who was not aware at the time of Booking and could not have reasonably known at the time of Booking that she was pregnant over the terms provided by above clause 6.5 then, the Company will offer the Guest the choice of Booking another Journey from the Company's brochure and/or from the Official Website of equivalent quality compliant with the above mentioned terms, if available; or cancelling and receiving a full refund of the full price paid by that Guest for any cancellation of Booking as long as such cancellation is notified immediately as soon as such a Guest becomes aware of her condition. The refund will not include insurance premiums paid which are in no case refundable.

6.8 If it appears to the Carrier, the master or the ship's doctor that a Guest is for any reason unfit to travel, likely to endanger safety, or likely to be refused permission to disembark at any port or likely to render the Carrier liable for maintenance, support or repatriation, then the master shall have the right to refuse to embark the Guest at any port or disembark the Guest at any port or transfer the Guest to another berth or suite. The doctor onboard shall have the right to administer first aid and any drug, therapy or other medical treatment and/or to admit and/or confine the Guest to the ship's hospital or other similar facility, if such measure is considered necessary by the doctor and is supported by the master's authority. Refusal by the Guest to cooperate with regard to such treatment may result in the Guest being disembarked at any port, if necessary through the intervention of local police officers or other competent authorities, and neither the Company nor the Carrier shall be liable for any loss, expense or compensation to the Guest.

6.9 Where a Guest is assessed as unfit to travel and refused embarkation then neither the Company nor the Carrier has any liability to the Guest.

6.10 No infants under 6 months olds at the start of the Journey date shall be allowed to sail. The minimum age for solo occupancy is 18 years.

6.11 Alcoholic drinks in any form will not be sold to minors during the cruise. When the itinerary includes a port located in the U.S.A the same conditions will apply for any Guest under the age 21.

7. DISABLED GUESTS AND GUESTS WITH REDUCED MOBILITY.

7.1 The Company's and the Carriers' priority is always the comfort and safety of its Guests and in order to achieve this the Guest is asked at the time of Booking to provide as much detail as possible of the matters given below so that the Company and Carrier can consider its obligation to carry the Guest in a safe or operationally feasible manner, taking into account any issues relating to the design of the Guest ship or port infrastructure and equipment including port terminals

which may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest which may have an impact on the Guests safety and comfort.

7.2 The Guest is asked to provide full details at the time of Booking if the Guest:

- a) Is unwell, infirm, Disabled or has Reduced Mobility;
- b) If the Guest requires a special Disabled suite, since there is a limited number of these available and since the Company would like to, wherever possible, accommodate the Guest so that the Guest is comfortable and safe for the duration of the Journey;
- c) If the Guest has any special seating requirements;
- d) If the Guest needs to bring any medical equipment on board;
- e) If the Guest needs to bring a recognised assistance dog on board the vessel (please note that assistance dogs are subject to national regulations).

7.3 Where the Company and/or the Carrier consider strictly necessary for the safety and comfort of the Guest and in order for the Guest to fully enjoy the Journey, it may require a Disabled Guest or Guest with Reduced Mobility to be accompanied by another person who is capable of providing the assistance required by the Disabled Guest or Guest with Reduced Mobility. This requirement will be based entirely on the Company and/or the Carrier assessing the need of the Guest on grounds of safety and may vary from vessel to vessel and/or itinerary to itinerary. Guests confined to a wheelchair are asked to kindly furnish their own standard size collapsible wheelchair during the whole Journey and might also be requested to be accompanied by a travelling Guest fit and able to assist them.

7.4 If the Guest has any particular conditions, Disability or Reduced Mobility which require personal care or supervision then such personal care or supervision must be organized by the Guest and at the Guest's expense. The vessel is unable to provide respite services, one-to-one personal care or supervision or any other form of care for physical or psychiatric or other conditions.

7.5 If after careful assessing the Guest's specific needs and requirements, the Company and/or the Carrier concludes that the Guest cannot be carried safely and in accordance with applicable safety requirements then the Company can refuse to accept a Booking or embarkation of a Disabled Guest or Guest with Reduced Mobility on the grounds of safety.

7.6 The Company reserves the right to refuse to carry any Guest who has failed to adequately notify the Company of any disabilities or needs for assistance in order for the Company and/ or the Carrier to make an informed assessment that the Guest can be carried in a safe or operationally feasible manner on the grounds of safety. If the Guest does not agree with a decision of the Company under clauses 7.5 to 7.6 of these Booking Terms & Conditions then the Guest must provide a complaint in writing with all supporting evidence to the Company.

7.7 The Company reserves the right to refuse to carry any Guest who in the opinion of the Company and/or the Carrier is unfit for travel or whose condition may constitute a danger to themselves or others on the Journey on the grounds of safety.

7.8 For the safety and comfort of the Guest, if the Guest becomes aware between the date of Booking the Journey and the date of commencement of the Journey that he/she will require special care or assistance as detailed above, the Guest is asked to inform the Company immediately so that the Company and the Carrier can make an informed assessment whether or not the Guest can be carried in a safe or operationally feasible manner.

7.9 Disabled Guests or Guests with Reduced Mobility may not be able to go ashore at ports where vessels do not berth alongside. A list of these ports is available upon written request.

7.10 In some ports, it is necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Guests ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority. It is important that Guests are able to use the tender safely. Guests may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Guests may need to navigate a gap between the platform and the tender (which can be approximately 45 cms / 1.5ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Guests must be fit and mobile enough to access and disembark the tender. If Guests have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Guests must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters, will not be carried by the crew into the tender. All Guests must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the master or any of his officers if there is any doubt as to the safety of any Guest.

All Guests must take extra care when stepping on and off the tender. There will be crew members there to guide and steady Guests as they embark and disembark but they cannot support, lift or carry Guests. The same precautions apply when Guests disembark the tender in the port.

8. PUBLIC HEALTH QUESTIONNAIRE

8.1 The Company and/or the Carrier and/or the health authorities in any port shall be entitled to administer a public health questionnaire on their own behalf. The Guest shall supply accurate information regarding symptoms of any illness including but not limited to gastrointestinal illness, H1N1 and Covid19. The Carrier may deny boarding to any Guest that it considers in its sole discretion to have symptoms of any illness including viral or bacterial illness including but not limited to Norovirus, H1N1 and Covid19. Refusal by a Guest to complete the questionnaire may result in denied boarding.

8.2 Where Guests become ill during the Journey with viral or bacterial illness the ship's doctor may request them to remain in their suite for reasons of safety.

9. FOOD ALLERGIES

9.1 Guests are reminded that some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Guest has any known allergies, or is intolerant to any food, he/she is required to inform the Company at the time of Booking (by duly filling in a specific form) and further to report it to the Onboard Team at time of check in or as soon as convenient after boarding the ship.

9.2 It is the responsibility of the Guest to ensure that he/she actively avoids any food he/ she is allergic to. The Company will take all reasonable care if made aware in writing of any specific

food or ingredient the Guest has an allergic reaction to and assist the Guest within reason to avoid any such food or ingredients if made aware by the Guest according to clause 9.1 above; in absence of such information neither the Company, nor the Carrier will be held responsible for preparing special meals for the Guest or any other prepared meals consumed by the Guest. In case of multiple allergies/intolerances, even though informed according hereto, the Company or the Carrier might not be able to avoid the risk of cross-contamination during food preparation and therefore neither the Company, nor the Carrier will be held responsible if such contamination occurs.

10. MEDICAL ASSISTANCE

10.1 Guests are strongly recommended to have comprehensive travel health insurance covering medical treatment and repatriation costs and expenses.

10.2 In compliance with Flag State requirements, there is a qualified doctor onboard and a medical centre equipped for first aid and minor conditions only. The Guest hereby acknowledges and accepts at the time of Booking that the medical centre is not equipped as a land-based hospital and the doctor is not a specialist. Neither the Company, nor the Carrier, nor the doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result.

10.3 The Guest acknowledges that whilst there is a qualified doctor onboard the vessel, it is the Guest's obligation and responsibility to seek medical assistance if necessary, during the Journey and will be responsible to pay for onboard medical services.

10.4 In the event of illness or accident, Guests may have to be landed ashore by the Carrier and/or the master for medical treatment. Neither the Carrier nor the Company make any representation or accept any responsibility regarding the quality of the available medical facilities or treatments at any port of call or at the place at which the Guest is landed. Medical facilities and standards vary from port to port. Neither the Company nor the Carrier makes any representations or warranties in relation to the standard of medical treatment ashore.

10.5 The doctor's professional opinion as to the fitness of the Guest to board the vessel or to continue the Journey is final and binding on the Guest.

10.6 It is recommended that medical advice is sought before Booking for children up to 12 months of age. For the avoidance of doubt the provisions of clause 6 and the requirement of fitness to travel is applicable to all Guests including infants.

11. MEDICAL EQUIPMENT

11.1 It is important that Guests contact the manufacturer or supplier to ensure that any medical equipment they are intending to bring on board is safe to use. It is the responsibility of the Guests to arrange delivery to the docks prior to departure of all medical equipment and to notify the Company prior to Book if they need to have medical equipment on board so that the Company and the Carrier can ensure that the medical equipment can be carried safely.

11.2 It is the Guests responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The ship does not

carry any replacement and access to shore side care and equipment may be difficult and expensive. Guests must be able to operate all equipment.

12. BOOKING CHANGES REQUESTED BY THE GUEST

12.1 The Guest is entitled to replace himself or herself with a third party, provided that:

- (i) said third party satisfies all the conditions for the use of the Journey; and
- (ii) written notice is duly sent to the Company no later than 14 days before departure of the Journey.

The Guest and the contract assignee shall be jointly liable to the Company to pay the price of the Journey and any additional cost that may arise as a consequence of the change.

12.2 Furthermore, even after the confirmation invoice has been issued, the Guest is also entitled to exchange free of charge, once only, the purchased Journey (“Original Journey”) with another Journey (“New Journey”) on the following conditions:

- (i) the date of departure of the New Journey is 180 days earlier or 180 days later than that of the Original Journey;
- (ii) the request for the substitution of the New Journey in place of the Original Journey is received by the Company not later than 120 days before the departure date of the Original Journey (200 days for Ocean Residences);
- (iii) there is availability of spaces on the New Journey;
- (iv) there is no specific restriction attached to the Original Journey Package which overrides the Booking Change Policy;
- (v) the New Journey Package has the same Journey length or a longer journey length than the Original Journey Package;
- (vi) the New Journey Package is booked in the same Suite Category or in a higher Suite Category than the Original Journey Package.

If the conditions stated above in this clause are met, the substitution of the Original Journey Package with the New Journey Package will be free of additional administration fees. If the above conditions are not met, the booking change shall not be approved, and the Original Journey Package is cancelled according to cancellation policies as described on paragraph 13 below.

If the price of the New Journey Package is higher than that of the Original Journey Package, the difference in price as well as in insurance premium will be borne exclusively by the Guest.

If the price of the New Journey Package is lower than that of the Original Journey Package, the price difference will be granted to the guest in the form of a Future Journey Credit which will be valid for 2 years starting from the issuing date.

12.3 The Company will make reasonable endeavors to comply with the Guest requests for changes to flight, transport arrangements or other components of the Original Journey and adapt

them to the New Journey Package. In no case whatsoever will the Company be held liable for change requests that cannot be satisfied.

Name or date changes are not always allowed by air Carriers and other transport or services providers whenever they are made. Most air Carriers and other transport or services providers treat such changes as a cancellation and charge accordingly. Any additional costs including cancellations fees and/or increased prices levied by air Carriers or other third-party providers will be exclusively for the Guest's account and be charged as a part of the additional cost mentioned above.

12.4 Notwithstanding the above, other changes to the Booking may be requested (even after the booking confirmation has been issued) such as the inclusion of an additional Guest to the booking or a change to the detail of the Guest's name, until 14 working days before departure of the Journey. No administration fee will be requested to the guest for these amendments. Any additional costs that may arise from the above-mentioned change will be exclusively for the Guest's account.

Requests of amendments to the Booking received by the Company beyond the above time limits will be treated as cancellations and shall trigger the application of the cancellation charges detailed in clause 13 below. The printing of new Journey tickets entailed by the changes previously mentioned will be free of any additional fees.

13. CANCELLATION BY THE GUEST

13.1 Cancellation of the Booking must be requested verbally or in writing (registered letter, email or fax) from the Guest or Guest's Sales Agent and received by the Explora Experience Centre. All tickets issued, and the confirmation invoice must be returned together with the notice of cancellation.

"No-show" upon departure or breaking of Journey Package (disembarkation prior to termination of the voyage) shall be considered as a cancellation made on the day of departure and subject to a 100% cancellation charge.

13.2 To cover the estimated loss incurred by cancellation, the Company will levy cancellation charges in accordance with the following scale:

Explora Journeys CANCELLATION Policy

Ocean Terrace Suites, Ocean Grand Terrace Suites & Ocean Penthouses		Ocean Residences	
Cancellation Penalty Policy	All cruise lengths	Cancellation Penalty Policy	All cruise lengths
No fees	10 Days from booking initial date (if booking is created earlier than 365 days before departure)	No fees	10 Days from booking initial date (if booking is created earlier than 365 days before departure)
Administration Fee: 200USD / 250 CAD / 250 AUD / 250 NZD / 200€ / 150£ / 200 CHF	From booking date until 151 days prior	Administration Fee: 400USD / 500 CAD / 500 AUD / 500 NZD / 400€ / 300£ / 400 CHF	From booking date until 201 days prior
15%	150 - 121 days prior	25%	200 - 151 days prior
25%	120 - 91 days prior	45%	150 - 121 days prior
50%	90 - 61 days prior	65%	120 - 91 days prior
75%	60 - 31 days prior	85%	90 - 61 days prior
100%	30 days prior	100%	60 days prior

Grace Period:

If Booking Creation date is earlier than 365 days before the departure of the Journey, Guest is allowed to cancel the booking without fees during a “grace period” of 10 days from Booking Creation date.

13.3 In case a Suite remains for single use after the cancellation of the second Guest, the Guest occupying the Suite for single use will bear a 100% single surcharge, or any lower single surcharge the Company will be levying at that moment to any single Suite Booking. The cancellation of an additional guest (guests in addition to the first and second guest of the suite) will be charged according to clause 13.2.

13.4 It may be possible for the Guest to claim these cancellation charges from his/her travel insurance provider, subject to any applicable deductibles. It is the Guest’s responsibility to make such a claim under the terms of his/her insurance policy.

13.5 The Guest will not be liable to pay the fees mentioned in clause 13.2 and 13.3 above if the cancellation is due to Force Majeure circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of Guests to the destination.

13.6 No refund will be issued if a Guest voluntarily or involuntarily does not show up for their Journey, is denied boarding for any reason including failure to provide required travel documents, passport or visa, or terminates his/her Journey before the scheduled disembarkation date.

14. BOOKING CHANGES EFFECTED BY THE COMPANY

14.1 Arrangements for the Journey are made many months in advance by the Company. Very occasionally it may be necessary to alter them; therefore, any time before the contract is entered with the Guest, the Company expressly reserves the right to change the arrangements for the Journey should such changes become necessary or advisable for operational, commercial or safety reasons. The Company is also entitled to make insignificant change to the Journey: in this case, it shall inform the Guest accordingly in a reasonable advance.

14.2 In the event of a significant alteration to an essential term of the Contract, the Company will inform the Guest or his/her Sales Agent of such change in writing as soon as reasonably possible.

The Guest will be offered the choice of:

- a) Accepting the alteration; or
- b) Booking another Journey from the Company's brochure and/or from the Official Website of equivalent or superior quality, if available; or
- c) Booking another Journey from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price; or
- d) Cancelling and receiving a full refund of all monies paid.

14.3 The notification of alteration will specify a reasonable response period by which the Guest must notify the Company of their decision. The notification will further specify that if the Guest fails to respond within the imparted time, the alterations will be considered to be accepted.

14.4 Once a Journey has been completed, and it is impossible to ensure the Guest's return to their departure point as agreed in the Contract because of unavoidable and extraordinary circumstances, the Company shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in the EU or equivalent applicable legislation for the traveller's return, those periods shall apply.

14.5 The Company has the right to assign another suite for the Guest, as long as it has similar characteristics. If there is a change in accommodation to a lower-priced suite, the Guests affected by such change will only be entitled to a refund of the price difference, according to the then current rates.

15. CANCELLATION BY THE COMPANY

15.1 The Company reserves the right to cancel any Journey at any time by giving written notice to the Guest but shall not be liable for additional compensation, if:

(i) the cancellation is due to an event of Force Majeure and/or any unusual /or unforeseeable circumstances beyond the Company's control, the consequences of which could not have been avoided by the Company even though it has exercised all due care;

(ii) the number of persons enrolled for the Journey is smaller than the 50% of the Guest capacity of the relevant ship.

In both cases above, the Company will offer the Guest the choice of:

- a) Receiving a full refund of all money paid; or
- b) Booking another Journey from the Company's brochure and/or from the Official Website of equivalent or superior quality at no extra cost, if available; or
- c) Booking another Journey from the Company's brochure and/or from the Official Website of lower quality, if available, with a refund of the difference in price.

15.3 The Guest's decision must be notified to the Company in writing or via their Sales Agent.

16. THE COMPANY'S LIABILITY

16.1 Subject to clause 16.3 to 16.8 the Company accepts responsibility for death, injury or illness caused by the negligent acts and or omissions of it and anyone who supplies services, which form part of the Journey. The liability of the Company is limited, where applicable, by the conventions mentioned in this clause. The liability of the Company toward the Guest is governed also by the International Conventions mentioned hereunder (see clauses 16.4 to 16.14) which provide limitations of liability of the Carrier. The Company is not responsible for any improper or non-performance which is:

- a) wholly attributable to the fault of the Guest.
- b) the unforeseeable or unavoidable act or omission of a third party unconnected with the supply of any service to be provided under the Contract;
- c) an unusual or unforeseeable circumstance beyond the control of the Company and/or anyone who supplies services which form part of the Journey the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of Force Majeure; or
- d) an event which the Company and/or anyone who supplies services which form part of the Journey could not even with all due care have foreseen.

16.2 For claims not involving personal injury, death or illness or which are not subject to the conventions referred to in clause 16.4 to 16.14 inclusive, the Company's liability for improper performance of the Contract shall be limited to a maximum of three times the price which the affected Guest paid for the Journey (not including insurance premiums and amendment charges).

16.3 All carriage (by land, air and sea) is subject to the Conditions of Carriage of the actual Carrier. These may limit or exclude liability. They are expressly incorporated into these Booking Terms and Conditions and are deemed to be expressly accepted by the Guest at the time of Booking. Copies of these terms and conditions are available on request from the Company.

16.4 Carriage of Guests and their luggage by air is governed by various International conventions ("the International Air Conventions"), including the Warsaw Convention 1929 (as amended by The Hague Protocol 1955 or the Montreal Protocol 1999 or otherwise) or the Montreal Convention 1999. To the extent that the Company may be liable as a non-performing air Carrier to Guests in respect of carriage by air, the terms of the International Air Conventions (including any subsequent amendments and any new convention which may be applicable to a Contract for a cruise between the Company and a Guest) are expressly incorporated into these Booking Terms and Conditions and in the Conditions of Carriage. The International Air Conventions fix limitations of liability of the Carrier for death and personal injury, loss of and damage to luggage and delay. Any liability of the Company toward the Guest arising from a carriage by air is subject to the limitation of liability provided by said Conventions. Copies of these conventions are available upon request.

16.5 Insofar as the Company may be liable to a Guest in respect of claims arising out of carriage by air, land or sea, the Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual Carriers (including his own terms and Conditions of Carriage) and under all the applicable regulations and/or conventions, such as the Athens Convention, the Montreal Convention and nothing in these Booking Terms and Conditions nor in the Conditions of Carriage shall be deemed as a waiver thereof. If any term, condition, section or provision becomes invalid or be so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force.

16.6 The liability (if any) of the Company and the Carrier for damages suffered as a result of death or personal injury to the Guest, or loss or damage to luggage shall be determined in accordance with the following:

16.7 In relation to Carriage by Sea EU Regulation 392/2009 Concerning the Rights of Guests when travelling by sea in the event of Accidents (EU Regulation 392/2009), shall apply to international carriage by sea where the port of embarkation or disembarkation is in the EU or where the vessel has an EU flag or where the contract of carriage is made in the EU.

A copy of EU Regulation 392/2009 are available on request and can be downloaded from the Internet at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf.

A summary of EU Regulation 392/2009 can be found at : <https://ec.europa.eu/transport/sites/default/files/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

Where the vessel is being used as floating accommodation then the provisions of the Athens Convention 1974 and the limits therein will apply and are hereby expressly incorporated into these Booking Conditions including any claims for loss of or damage to luggage and or death and or personal injury.

16.8 The level of damages the Company and the Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out in EU Regulation 392/2009, or where applicable Athens Convention 1974.

16.9 The liability of the Company and the Carrier for death, personal injury or illness to the Guest shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, 250.000 SDR.

Liability of the Company and the Carrier for loss of or damage to Guest's luggage or other property shall not exceed 833 SDR per Guest under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.

It is agreed that such liability of the Company and the Carrier shall be subject to the applicable deductibles per Guest, such sum to be deducted from the loss or damage to luggage or other property.

The Guest understands that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting http://www.imf.org/external/np/fin/data/rms_five.aspx.

16.10 It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Guest unless written notice is given by the Guest within the following periods:

(i) in the case of apparent damage before or at the time of disembarkation or redelivery

(ii) in the case of damage which is not apparent or loss of Luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.

16.11 If the carriage provided hereunder is not "international carriage" as defined in Article 2 of EU Regulation 392/2009 or the vessel is being used as a floating hotel and or domestic carriage by sea in the UK, the provisions of the Athens Convention 1974 shall apply to this contract and be deemed to be incorporated herein mutatis mutandis.

16.12 The Company shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Guest for declared value protection. Use of the ship's safe is not a deposit with the ship. Where there is liability for loss of or damage to valuables deposited with the ship then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.

16.13 The Company and the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Booking Terms and Conditions is intended to operate to limit or deprive the Company and the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Company and the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.

16.14 Without prejudice to the provisions of 16.7 to 16.13 above, if any claim is brought against the Company and Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Booking Terms and Conditions are held to be legally unenforceable then the Company and the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Company and Carrier's own negligence or fault.

16.15 Notwithstanding anything to the contrary elsewhere in these Booking Terms and Conditions, the Company shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

16.16 The liability of the Company is excluded for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and/or prompt performance of the Contract is prevented by reason of war, or threat of war, riot, civil strike, industrial dispute whether by the Company's employees or others, terrorist activity or the threat of terrorist activity, failure of power supplies, health risks or epidemics natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, Guest's suicide or attempted suicide or the Guest's

deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and any other circumstance of any nature whatsoever outside the Company's control.

16.17 Where the Company has any legal liability for loss of or damage to property otherwise than in accordance with the Athens and/or Montreal Conventions then its liability shall not at any time exceed £500,00 and the Company shall not at any time be liable for money or valuables. Guests must not pack money or other valuables in their luggage.

16.18 The Company's liability will not at any time exceed that of any Carrier under its Conditions of Carriage and/or applicable or incorporated conventions. Any damages payable by the Company shall be reduced in proportion to any contributory negligence by the Guest.

17. ITINERARY / RIGHT TO CHANGE

17.1 The Company reserves the right at its sole discretion and/or that of the master of any vessel (which will not be exercised unreasonably) to decide whether to deviate from the advertised or ordinary itinerary, to delay or anticipate any sailing, to omit or change scheduled ports of call, to arrange for substantially equivalent carriage by another vessel, to tow or be towed or assist other vessels or to perform any similar act which, in its and/or master's sole discretion will deem advisable or necessary for the safety, of the Guest, of the vessel and crew. In such circumstances neither the Company nor the Carrier will be under any liability or obligation to the Guest.

18. GUEST'S RESPONSIBILITY

18.1 The Guest has a duty to follow the instructions and orders of the Master and Officers while onboard. The Guest hereby accepts and agrees that the master and officers are entitled and have authority to inspect any person on board, any suite, baggage and belonging for safety, security or other lawful reasons.

18.2 The Guest hereby expressly agrees to allow any such search.

18.3 Guests must have received all necessary medical inoculations prior to the Journey and have in their possession all tickets, valid passports, visas, medical cards and any other documents necessary for the scheduled ports of call and disembarkation.

18.4 Each Guest warrants that he/she is physically and mentally fit to undertake the Journey.

18.5 The Carrier and/or the master have the right of refusing the boarding or order the disembarkation of any Guest should they deem it necessary, for the safety, security, of the Guest, of the other Guests or of the ship or should the Guest's conduct which, in the reasonable opinion of the master, is likely to endanger or impair the comfort and enjoyment of other Guests onboard.

18.6 No Guest shall bring any animals whatsoever, except for recognized service dogs, subject to clause 7 above.

18.7 the Company and/or the Carrier will be under no liability whatsoever to any Guest in respect of any breach or non-observance by any Guest of the provisions of this clause and any Guest shall indemnify the Carrier and the Company against any loss or damage occasioned to the Carrier or the Company or any of its suppliers by such breach or non-observance.

18.8 Guest's behavior must not affect and reduce the safety, peace and enjoyment of the Journey by other Guests.

18.9 It is strictly forbidden for Guests to carry firearms, ammunition, explosives or flammable, toxic or dangerous substances, goods or articles on-board any Vessels which could be dangerous for the safety of Guests and the Vessels.

18.10 Guests shall be liable for any damage suffered by the Company and/or the Carrier and/or any supplier of any service that forms part of the Journey as a result of the Guest's failure to comply with his contractual obligations. In particular, the Guest shall be liable for all damages caused to the vessel or its furnishings and equipment, for injury or loss to other Guests and third parties, and also for all penalties, fines and expenses attributable by the Guest that the Company, Carrier or supplier may be liable to pay.

18.11 Guests are not allowed to sell and/or purchase from other Guests or travel operators on board the ship any type of commercial services – including but not limited to shore excursions – which are not official offered by the Company or its agreed independent contractors.

19. FLIGHTS

19.1 Where air carriage is included in the Contract, the Company will advise Guests of flight timings from data supplied by the air Carrier as part of the holiday documentation. The flight schedule is for information only. The Guest's contract of carriage by air and the rights and obligations arising under it remain with the air Carrier. It is the Guest's responsibility to ensure arrival at the airport in sufficient time to check in and board the aircraft. Guests must note that not all medical equipment can be carried or used onboard aircraft. Guests must check with the airline prior to carriage.

19.2 If the Contract does not include flights, it is the Guest's responsibility to obtain a valid ticket directly from an air carrier suitable for and in time for travel to the vessel (and including local transfers which the Guest must arrange), as necessary. The Company shall not be responsible for any liabilities arising in respect of flights or transfers arranged by the Guest.

20. COMPLAINTS

20.1 Any Guest with a complaint whilst on a Journey must bring it to the attention of the staff onboard as soon as possible. If the Journey staff is unable to resolve the problem, any complaint must be notified in writing to the Company within 28 days of the termination of the Journey. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Complaints relating to any other part of an Journey must be made promptly to the Company or the supplier.

20.2 Notices of claim for loss or damage to luggage or other property shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation

20.3 Complaints under EU Regulation. 1177/2010 concerning accessibility, cancellation or delays must be made to the Company within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Guest shall provide such further information as may be required by the Company to deal with

the complaint. If the Guest is not satisfied with the response, then it may complain to the relevant enforcement body in the country of embarkation.

For ex UK Journeys a complaint must be made to the voluntary complaints authority before a complaint can be made to the MCA which is the enforcement authority. The Company will advise you of the relevant voluntary complaints handling body in its letter dealing with your complaint.

21. CONSUMER PROTECTION

21.1 The Company has an insurance bond in place to protect Guests' payments and assure their repatriation in the unlikely event that the Company becomes insolvent. In the unlikely event of the company's insolvency, Explora Journeys will ensure that Guests are not stranded abroad and will arrange to refund any money paid to the Company for an advance booking.

21.2 Explora S.A. is a member of ABTA, membership number _____. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes arising out of, or in connection with this contract which is approved by the Chartered Trading Standards Institute. The scheme is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs.

22. DATA PROTECTION

22.1 The Company requires personal information including but without limitation to name, address, gender, citizenship in order to process the Guests booking effectively. Upon Guest's consent or when required by law, the Company may pass this information on to other entities such as travel agents, hotels, airlines or other transport providers, security and/or credit verification companies, credit and debit card companies or any governmental or public authorities.

22.2 The Company's Data Protection Policy is set out in the Privacy Policy which is incorporated into these terms.

22.3 Personal data relating to individual Guests shall be collected, processed, stored and used securely and in accordance with the applicable data protection laws. Guests consent to the collection, processing, storing and use of their personal data to enable the Company to perform the Journey. This may include providing Guest details to Governments, immigration, port state control, police, flag state and other competent authorities and or as may be required by law. In the case of emergencies, the Guest consents to the Company and the Carrier providing personal data to shore side doctors, next of kin, the Company and Carrier's insurers and advisors and the Guest's medical insurers. Personal Data shall only be kept for as long as is necessary or required by law.

23. VARIATION

23.1 No variation of these terms shall be effective unless in writing and signed by the Company.

24. SMOKING POLICY

24.1 Explora respects the needs and desires of all Guests, and we have considered carefully the subject of those who smoke and those who do not. In compliance with global standards, smoking

is freely permitted in dedicated areas throughout the ship and equipped with a special air extraction system.

24.2 In principle, smoking is not permitted in any food service areas (buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served).

24.3 The Carrier prohibits to Guests to smoke in the suites because of the risk of fire. Smoking on the suite terraces is not allowed. Explora reserves the right to levy a fee should Guests be found smoking in an undesignated smoking area of the vessel. Repeatedly smoking in non- smoking areas can ultimately lead to disembarkation.

24.4 Smoking is permitted in dedicated areas of at least one bar on each ship, and on one side (indicated by signage) of the principal outer pool deck areas, where ashtrays are provided.

24.5 Throwing cigarette butts over the side of the ship is prohibited.

25. LIABILITY OF EMPLOYEES, SERVANTS AND SUBCONTRACTORS – DESTINATION EXPERIENCE

25.1 It is hereby expressly agreed that no servant or agent of the Company and/or the Carrier, including the Master and crew of the vessel concerned including independent subcontractors and their employees as well as the underwriters of these parties shall in any circumstance whatsoever be under any liability whatsoever beyond these Booking Terms & Conditions and these parties may invoke these Booking Terms & Conditions and the Conditions of Carriage to the same extent as the Company and/or the Carrier.

25.2. Destination Experiences are operated by independent contractors even if sold by Sales Agents or on board the ship. The Company operates as mere agent for the Destination Experience provider. The Company will exercise reasonable skill and care in the selection of a reputable Destination Experience provider. In assessing performance and/or liability of Destination Experience providers, local laws and regulations will apply. Destination Experiences shall be subject to the respective provider's terms and conditions including the benefit of any limitation of liability and the level of damages. The Company's liability shall never exceed that of the Destination Experience provider.

26. LAW AND JURISDICTION

26.1 The present contract is governed by English law. Should any dispute arise on the interpretation or application or performance of the present contract, it will be deferred to the exclusive jurisdiction of the English courts. Subject to EU 392/2009, all other claims shall also be brought in the English courts and be subject to English law.

27. ERRORS, OMISSIONS AND CHANGES

27.1 Every effort has been made to ensure accuracy of the Company's brochure and/or of the Official Website content, but certain changes and revisions may take place after the printing of the Company's brochure and/or the publishing of the Official Website.

Since the Booking Terms & Conditions applicable to the Journey are those in force at the time of completing the Booking, irrespective of those published in the relevant Company's brochure, it is recommended to check with the Sales Agent or by visiting the Company's Official website for the most up to date Booking Terms & Conditions.