

EXPEDITION CRUISE ABOARD I/B 50 YEARS OF VICTORY

By purchasing this product you accept the present Terms and Conditions. In case you disagree to any of the Terms and Conditions of Operator you will not be able to take part in the expedition cruise.

Reservations and Payment. A deposit of 20% of the appropriate cabin rate is required to confirm reservation with final payment due 90 days prior to departure. All payments are to be made in US dollars via bank transfer.

Accommodation: Cruise rates are quoted per person and based on passengers sharing a cabin. Single supplement: 1.7 for Standard cabin; 2 for Mini Suite, Junior Suite, Grand Suite, Victory Suite and Arktika Suite.

Cancellation and Refunds. All requests for cancellation must be made in writing. Cancellations received more than 120 days prior to departure will be fully refunded less an administrative fee of 5% of the offered rate. Cancellations received between 119 days and 91 days prior to departure will be fully refunded less the deposit of 20% of the offered rate. In case a cancellation is received within the 90-day period (90 days and less prior to the beginning of the voyage), all payments are forfeited (cancellation fee is 100%). **For these and other reasons mentioned below, passengers are strongly encouraged to obtain trip cancellation insurance.**

Prices quoted are based on group participation, and no refunds will be made for any part of the program in which passengers choose not to participate, including any helicopter flight time (if applicable and which at the discretion of the captain and expedition leader may or may not be utilized). It should be understood that refunds will not be made to passengers who do not complete the tour for any reason whatsoever.

Voyage Cancellation. Poseidon Arctic Voyages Ltd. d.b.a. **POSEIDON** EXPEDITIONS (Operator hereafter) reserves the right to cancel any departure due to insufficient reservations up to eight weeks before the date of departure (passengers may be offered alternative cruise dates). Operator also reserves the right to cancel any departure up until the date of that departure due to force majeure or other circumstances beyond the control of Operator that prevents the operation of the tour (this also includes governmental and administrative decisions).

Operator or its agents are not responsible for any costs or penalties relating to air transport or other services that are cancelled. Operator is not liable for failure to provide the services or accommodations offered to the extent that such services or accommodations cannot be provided due to force majeure or other circumstances beyond its control.

Itinerary. The itinerary described is subject to change at the discretion of the Operator's Expedition Leader. This is an expedition to a remote and sparsely populated part of the world, and Operator expressly reserves the right to change the itinerary, the date or place of departure due to weather conditions, availability of anchorages, political conditions and other factors beyond Operator's control without consulting the participants. It is understood that such decisions will be made in the interests of all passengers aboard and with regard to the safety of the vessel. Participants have no right to any refund or other considerations in the event of such itinerary changes. Nothing in this Itinerary is meant to signify

the use of any specific design or model of helicopter. If a passenger misses any scheduled sailing of the vessel from any port or place, including any stopover, Operator shall not be liable for any costs, expenses or damages incurred by the passenger as a result of his/her action and no refund of fare shall be granted. Passengers and staff members who participate in tours, operated by Operator, agree that any photographs or video, that include their person, may be used by Operator and its associates for promotional purposes. Passengers may not charge for their appearance in any photographs or video.

Responsibility. The payment of a deposit or full payment for a reservation on this tour shall constitute consent to all the provisions contained herein.

Operator acts as sales agent on behalf of the shipping company and as a sales agent on behalf of transport companies, hotels, and other supplying services included in the program. However, Operator, its subsidiaries and/or its associated agents, shall not be held responsible for property loss(es) or damage resulting from illness, personal injury or death which may be sustained by reason of, or while engaged on, any tour whether due to the ownership, maintenance, use, operation or control of any aircraft, helicopter, automobile, bicycle, boat, vehicle, state carrier or any other conveyance used in carrying out these tours.

Operator 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 Operator acts only as agent.

Operator reserves the right (at its discretion) to alter or omit any part of the itinerary or change any reservation, feature and/or means of conveyance without notice and for any reason whatsoever and without allowance or refund. Operator reserves the right to cancel any tour prior to departure, in which case payments will be refunded without further obligation on Operator's part.

Operator shall not be responsible for any injury to person (whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action in the countries of origin, destination or passage. The passenger is completely liable for damage or injury (to his/her own person, other passengers, ship, staff or other) caused by improper behavior.

Children. In general, our policy is that children must be at least 12 years of age to participate in a **POSEIDON** EXPEDITIONS voyage. However, we may on a case by case basis accept children ages 8-11 with additional screening.

Insurance. All passengers are covered by medical travel insurance policy to the value of 100.000 EUR per person and said policy includes emergency evacuation and repatriation. This is only for passengers under 85 years old. Passengers over 85 years old are to purchase their own insurance policy with coverage not less than 100,000 EUR – such policy is to cover risks of repatriation/evacuation from extremely remote territories, and is to be sufficient for travelling in the High Arctic. Any risks, not covered by the insurance policy provided, are to be covered by passengers at his/her disposal and at his/her own expense. Insurance is in effect only on board the Ship and outside the port of Murmansk.

The medical insurance coverage to the value of 100.000 EUR per person provided and implemented by insurance company (Insurer) in accordance with the Insurer's general terms and conditions. Nevertheless, it is to be understood by passengers that the Insurer is an independent provider and the Insurance Policy is made between the passenger and the Insurer. Operator is not liable for any disagreements or

misunderstandings that might arise between the passenger and the Insurer. Each passenger is fully responsible for resolving any issues that might arise from his/her contract with the Insurer. Operator reserves the right to substitute the Insurer. In case of substitution, the new Insurer is to provide an insurance policy that is sufficient for the expedition cruise by Operator described in this brochure or file.

Passengers are not permitted to bring or have on board any pets or animals, firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited. Baggage is transported entirely at the owner's risk.

For those passengers who rejected the insurance policy included into the cost of voyage, but did not make appropriate insurance policy on their own: in case of medical problems arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs rests solely with the passenger and his/her Insurer. The on-board medical personnel (doctors) are independent contractors and work directly for the passenger concerned.

The published rate is based on the prices, exchange rates, duties and taxes as known to Operator at the time of publication of materials and at the time of travel confirmation. Operator reserves the right to raise the published rate (for such reasons as but not limited to unforeseeable increases in exchange rates, duties, taxes, port fees and fuel prices) if considered necessary by Operator. Operator will inform passengers, tour operators or agents at least 30 days prior to departure. In the event of a price increase of more than 15% of the total price of the trip, passengers, tour operators or agents are entitled to cancel the trip without incurring cancellation fee for the trip.

By forwarding a deposit the passenger certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for him/her or other passengers. Operator reserves the right to cancel or withdraw any person as a member of a tour at any time.