



EXPLORA Journeys

Terms&Conditions

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 Eugène 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 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 Avenue Eugene Pittard 16, 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.
- "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.
- "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.







- "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.
- "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 or the amount of a Reduced Deposit if that promotion is active is paid by the Guest to the Company. All payments must be made directly from the Guest to the Company.
- 1.4 The deposit, Reduced Deposit or full fare if applicable- shall be paid within the following time limits, which shall start running from the Option confirmation:
- o Within 7 days up to 121 days before departure
- o Within 3 days from 120 to 31 days before departure
- o Within 1 day less than 30 days before departure

If Guest fails to pay the Deposit or Reduced 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 check your government's travelling abroad website for up-to-date information..
- 5.4 Guests under 18 years of age (or 21 years of age for US Passengers or Passengers embarking from a US port) must travel accompanied by their parents or a legal guardian. If one of the travelling minor's parents is not taking part in the Journey, a signed authorisation letter made in accordance







with the laws of the country where the minor resides - from the absent parent authorising the minor to travel, must be provided at the moment of booking.

5.5 If the minor is travelling with Guests that are not their parents or legal guardians, the Company shall require, at the moment of booking, a document signed by the parents or legal guardian authorising the minor to travel with a chaperone or a designated individual, as per Company's policies.

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 23 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 old at the start of the Journey date shall be allowed to sail. The minimum age for solo occupancy is 18 years. Minors under 12 years old are required to be supervised at all times by their parent or guardian and are not allowed to be left alone in their suite at any time.
- 6.11 Alcoholic drinks in any form will not be served to minors during the journey. When a journey commences outside of the US territory, the minimum drinking age is 18 years old and when a journey commences in North America and the neighbouring area (Caribbean, Central America, Mexico and Canada) the minimum drinking age is 21 years. The person must be aged 18 or 21 years old at the start of the journey depending on the destination as outlined above.

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

Cancellation Penalty Policy

No fees

Administration Fee per person: 200 USD / 250 CAD / 250 AUD / 250 NZD / 200 € / 150 £ / 200 CHF

15%

25%

50%

75%

100%

OCEAN TERRACE SUITES, OCEAN GRAND TERRACE SUITES & OCEAN PENTHOUSES

All cruise lengths

10 Days from booking initial date (if booking is created earlier than 365 days before departure)

From booking date until 151 days prior

150 - 121 days prior

120 - 91 days prior

90 - 61 days prior

60 - 31 days prior

30 days prior

OCEAN RESIDENCES

Cancellation Penalty Policy







No fees

Administration Fee per person: 400 USD / 500 CAD / 500 AUD / 500 NZD / 400 € / 350 £ / 400 CHF

25%

45%

65%

85%

100%

OCEAN RESIDENCES

All cruise lengths

10 Days from booking initial date (if booking is created earlier than 365 days before departure)

From booking date until 201 days prior

200 - 151 days prior

150 - 121 days prior

120 - 91 days prior

90 - 61 days prior

60 days prior

Explora Journeys Reduced Deposit Cancellation Policy

OCEAN TERRACE SUITES, OCEAN GRAND TERRACE SUITES & OCEAN PENTHOUSES

Cancellation Penalty Policy

No fees

Administration Fee per person: 200 USD / 250 CAD / 250 AUD / 250 NZD / 200 € / 150 £ / 200 CHF

10%

50%

75%

100%

OCEAN TERRACE SUITES, OCEAN GRAND TERRACE SUITES & OCEAN PENTHOUSES

All cruise lengths

10 Days from booking initial date (if booking is created earlier than 365 days before departure)

From booking date until 151 days prior







150 - 91 days prior

90 - 61 days prior

60 - 31 days prior

30 days prior

OCEAN RESIDENCES

Cancellation Penalty Policy

No fees

Administration Fee per person: 400 USD / 500 CAD / 500 AUD / 500 NZD / 400 € / 350 £ / 400 CHF

10%

45%

65%

85%

100%

OCEAN RESIDENCES

All cruise lengths

10 Days from booking initial date (if booking is created earlier than 365 days before departure)

From booking date until 201 days prior

200 - 151 days prior

150 - 121 days prior

120 - 91 days prior

90 - 61 days prior

60 days prior

<u>Grace Period</u>: 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

 $: \underline{https://ec.europa.eu/transport/sites/default/files/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf}$

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 3,375SDR 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.

21. CONSUMER PROTECTION

21.1 Where mandatory by law, 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.

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.

Dangerous & Prohibited Items







The following items are prohibited onboard, and their possession is not allowed by guests, or visitors.

- Any illegal narcotics/drugs including synthetic designer drugs/New Psychoactive Substances (NPS), and medical Marijuana (including with prescription). All products containing THC (tetrahydrocannabinol)
- All firearms including replicas, imitations, and their component parts
- Air, BB or pellet pistols or rifles
- Any other projectile weapon (e.g., paint-ball guns)
- All ammunition
- All explosives, including imitation explosives and devices
- Fireworks, flares, pyrotechnics (excluding those which are part of the vessel's lifesaving equipment, and which have been properly manifested)
- Sharp pointed weapons including throwing stars
- Knives, (an instrument with a cutting edge or blade attached to a handle), with a blade longer than 3 inches/7.6 cm
- Bladed weapons concealed by deliberate design, such as belt buckle knives, cane and umbrella knives, knives concealed as credit cards.
- Open razor blades with a blade longer than 3 inches/7.6 cm
- Diving knives, spear guns
- Scissors with a blade longer than 3 inches/7.6 cm (any length safety scissors with rounded blade ends permitted)
- Skean Dhus (a dagger worn in the stocking as part of Highland dress) or Kirpans (a sword or a dagger carried by Sikhs)
- Swords with a blade length longer than 3 inches or 7.6 cm







- Crossbows, crossbow bolts and long bow arrows
- Box cutters, ice picks, fixed utility knife
- Blunt or martial arts weapons including knuckle dusters, brass knuckles, clubs, coshes, batons or nunchaku
- Crowbars, axes, hatchets, shovels
- Hand tools longer than 7 inches/18 cm including hammers, screwdrivers, and saws
- Power Tools, including drills, saws and cutting machines
- Items containing incapacitating substances (e.g., gas guns, tear gas sprays, mace, pepper spray, pepper gel, phosphorus, acid, bleach, and other dangerous chemicals that could be used to main or disable)
- Blender (food mixer or liquidizer) which contains a rotating metal blade.
- Flammable substances and hazardous chemicals, including gas torches, Gasoline, flammable paint, and paint thinners, unless carried in accordance with Company Standard Procedures
- Candles, incense burners
- Any item, made, adapted, or intended for use as an offensive weapon
- Stun devices or other weapons designed to cause temporary paralysis (e.g., a TASER)
- Handcuffs
- Items containing any kind of heating element, such as but not limited to immersion heaters, heating blankets, flat irons, water heaters, coffee machines with heating/hot plates, rice cookers (Hair Straighteners and Hair Dryers are PERMITTED)
- Microwave ovens
- Electrical extensions







- Any remotely controlled or autonomous flying machines, toys, or drones
- Self-balancing hover boards, air wheels, scooters, or Segway
- Compressed gas tanks, bottles, and cylinders including dive tanks
- Vehicle batteries and non-sealed batteries
- Emergency Position Indicating Radio Beacons (EPIRB), ham radios, communication scanners, wide-band receivers, satellite phones, lasers and laser pointers
- Radio Jammer-Any device designed to deliberately jam, block or interfere with wireless transmission, including Cell/Mobile telephone, Wi-fi and Bluetooth
- GPS Jammer-Any transmitting device designed to block or interfere with GPS signals
- Hookah and water hookah pipes
- Tattoo machine or gun
- Battery-powered smoking devices (also known as e-cigarettes) including Vape Pens, Vape Pods, disposable Vape, E-Liquid, and all Vape accessories (South America Journeys only)

Exceptions

- Divers' knives will be held in the custody of the Security Team and returned to the Owner when going ashore.
- Wheelchair, scooter, and electric cycle batteries are permitted if sealed-type batteries fitted
- Medical gas bottles are allowed in connection with a certified medical condition 'Special Needs' Passengers who have sought prior approval from the company to bring with them a Prohibited Item and have 'Special needs' code added to their booking please contact Customer Service
- Items that are clearly and obviously toys do not need to be confiscated
- Low-powered walkie-talkie radios are permitted







- If unsure as to whether an item can be permitted, please contact Customer Service
- 'Special Needs' Passengers who have sought prior approval from the company to bring with them a machine to aid mobility (for example electric scooter for excursions) and have 'Special needs' code applied to their booking and notes added.

Destination Experiences & Journey Enrichments Terms & Conditions

- 1. Booking Policy Destination Experiences
 - 1. Pre-Booking Destination Experiences: Destination Experiences for Explora Journeys guests in Ocean Residence Suite categories will be online and available for booking up to 3 days before the sailing date of the Journey.
 - 2. Booking Requirements: all Explora Journeys guests are able to view the Destination Experiences online, but it will be required to have a booking number and a deposit on file in order to be able to book any Destination Experiences for their Journey.
- 2. Payment Policy Destination Experiences
 - 1. Destination Experiences can be pre-booked up to 3-days before departure. After this time, bookings can be made onboard.
 - 2. No Payment in full required until 60 days prior to departure.
 - 3. Destination Experiences booked within 60 to 7 days before departure require payment in full within 48 hours.
 - 4. Destination Experiences booked within 6 to 3 days before departure require a payment in full within 6 hours.
 - 5. Payment Confirmation: confirmation to be sent after payment is received.
 - 6. Failure to receive payment by the deadline: results in all tours being cancelled.
- 3. Cancellation Policy Destination Experiences
 - 1. Destination Experience cancelled outside of 24 hours of arrival in an excursions port; no cancellation penalty unless specific cancellation penalties are noted. The refunded amount of the Prepaid Destination Experiences will be applied to the onboard account in the shipboard currency.
 - 2. Destination Experiences cancelled 24 to 0 hours prior to arrival in excursion port; 100% cancellation non-refundable penalty fee will apply to their onboard account.
- 4. Payment Policy "Special" Destination Experiences
 - 1. Payment in Full: payment in full may be required for some intensive full day and/or overland programs at the time of booking which may include flights, hotels, food & beverage, complex touring opportunities & other special requirements (visas, shots, permits, etc.). These Destination Experiences may vary from our standard payment policies. Policies will be determined by the programs content. These programs will







have extremely limited availability & guests should be advised to book as early as possible in advance.

- 5. Booking Policy Tailored Experiences
 - 1. Tailored Experiences Bookings: Explora guests wishing to have a "Private" Destination Experience that will be especially designed and customised for them can book our Tailored Experiences Programme. All Tailored Experiences are subject to availability.
 - 2. Pre-Booking Tailored Experiences Tailored Experiences for Explora Journeys guests requested online 13 months or 390 days prior to and up to 14 days before the Journey sailing date.
 - 3. Pre-Booking Requirements for Tailored Experiences: Explora Journeys guests will be required to have a booking number and a deposit on file to request special customised Tailored Experiences.
 - 4. Pre-Booking Tour Customisation: Request for Tailored Experiences must be submitted through the Explora Journeys request form provided by the Explora Experience Centre. Guests will be required to complete the form to begin the process. Once completed, guests and/or Travel Advisors will be contacted to begin designing and developing their tailor-made programme.
- 6. Payment Policy Tailored Experiences
 - 1. Payment and Deposit: payment in full is required upon booking.
 - 2. Confirmation of Tailored Experiences: once all components of Tailored Experiences are accepted, the programme is completed and payment in full is received, the programme will be confirmed.
 - 3. Invoice: an invoice detailing the associated costs will be generated and sent to guests and/or Travel Advisor for review and approval. The cost of the Tailored Experiences will be added to the booking and charged to the credit card on file.
 - 4. Deadline: requests for Tailored Experiences must be completed no later than 14 days prior to departure of the Journey. All services are subject to availability.
- 7. Cancellation Policy Tailored Experiences:
 - 1. Cancellation of any Tailored Experiences after programme has been confirmed: 100% cancellation non-refundable penalty fee will apply.
- 8. Booking Policy Destination Experiences for Groups
 - 1. Minimum Requirements: a group is defined as a minimum number of 10 or more guests to be considered a group.
 - 2. Booking Requirements: group leader (Travel Agent) provides a group manifest listing each group member. Guests must have Group ID number, valid booking number & deposit on file. Group booking is subject to availability. Booking request must be submitted latest 14-day prior to sailing date.







- 3. Pricing: pricing is based on tour content & minimum guarantee. Rates are negotiated with Explora Journeys & agreed to prior to finalization of tour. No refund for failure to meet minimum guarantee.
- 4. Additional Guests and/or services: additional guests or services requested will be provided based on availability & will be charged at the applicable per person rate to master invoice. All changes must be approved in advanced by Explora Journeys & additional charges will apply.
- 5. Group tour tickets are non-transferable, cannot be applied as credit toward any other Destination Experiences and/or any other services offered on board. They are not redeemable for cash and/or a cash refund or credited to credit card on file or used for future credit on Journey.
- 9. Payment Policy Destination Experiences for Groups
 - 1. Minimum Requirements: a group is defined as a minimum number of 5 suites / 10 full fare paying guests or more in order to be considered a group.
 - 2. Booking Requirements: the Group leader (Travel Advisor) provides a group manifest listing each group member. Guests must have Group ID number, valid booking number and deposit paid. The Group booking is subject to availability. The booking request must be submitted latest 14 days prior to the Journey sailing date.
 - 3. Pricing: pricing is based on tour content and minimum guarantee. Rates are negotiated with Explora Journeys and agreed to prior to finalisation of the tour. There is no refund for failure to meet the minimum number guarantee.
 - 4. Additional Guests and/or Services: additional guests or services requested will be provided based on availability and will be charged at the applicable per person rate to the master invoice. All changes must be approved in advanced by Explora Journeys and additional charges will apply.
 - 5. Group tour tickets are non-transferable, cannot be applied as credit toward any other Destination Experiences and/or any other services offered on board. They are not redeemable for cash and/or a cash refund or credited to credit card on file or used for future credit on Journey.
- 10. Payment Policy Destination Experiences for Groups
 - 1. Payment in Full: payment is due at the latest 90 days prior to sailing for Journey Together programme and 150 days for Journey Together+ or at the time of acceptance of the Group agreement. A final full manifest with guest names, booking number and stateroom must be forwarded with payment.
- 11. Cancellation Policy Destination Experiences for Groups
 - 1. For Cancellation 89 to 45 days prior to sailing of any Group arrangements after programme has been agreed to, invoice has been sent and signed and payment in full has been received: 50% cancellation non-refundable fee will apply.







- 2. Cancellation 44 to 0 days prior to sailing of any Group arrangements after programme has been agreed to, invoice has been sent and signed and payment in full has been received: 100% cancellation non-refundable penalty fee will apply.
- 12. Booking and Payment Policy Pre and Post Journey and/or In-Country Immersions
 - 1. Booking Requirements: pre- and post and/or In-Country Immersions are optional programmes that should be offered to Guests/Travel Agent as part of the Journey booking process or as soon as possible after booking.
 - 2. Payment in Full: payment in full may be required for some of these programmes at the time of booking which may include flights, hotels, food & beverage, complex touring opportunities and other special requirements (visas, vaccinations, permits, etc.). Explora Journeys by Pelorus Programmes require full payment upon booking due to the complexity or the setup, exclusive access and reservation of activities. These programmes may vary from our standard payment policies. Policies will be determined by the programmes content. These programmes will have extremely limited availability and guests are advised to book as early as possible in advance.
 - 3. Pre and Post and/or In-Country Immersions Availability: these programmes are sold on a first come, first serve basis subject to availability at the time of booking. Although only the finest hotel properties have been selected, Explora Journeys reserves the right to substitute hotels of a similar or higher standard without notice.
- 13. Cancellation Policy Pre and Post Journey and/or In-Country Immersions
 - 1. these programs may require a deposit or payment in full at the time of booking depending on the complexity of the programme.
 - 2. Due to the uniqueness of these programmes, policies relating to cancellations policies vary by programme; 100 % cancellation non refundable penalty fee may be applicable depending on the complexity of the programme. The guests are required to check the cancellation policy of each programme at the time of booking.
 - 3. Due to uniqueness of the Explora Journeys by Pelorus programs, 100% cancellation nonrefundable penalty fee is applied.

BOOKING CONFIRMATION

A confirmation document will automatically be generated by the system whenever a Destination Experience is added to a booking through the Explora Journeys online reservation system. The confirmation will show the Destination Experience booked, name, port, gross rate and amount due. The bookings are automatically added to guest booking.





Confirmation will be communicated with guests and their Travel Advisors using the email addresses they have provided. We assume that this email address is correct, and that guest understands the risks associated with using this form of communication.

CHILD POLICY ON DESTINATION EXPERIENCES

For Destination Experiences, the price applies to children up to the age of eleven years of age inclusive. The adult rate applies to guests from the age of twelve years upwards.

Infants from six months to two years of age can participate free of charge, however, please note that no individual seat or meal is provided for them.

Young travellers under the age of seventeen years of age inclusive must be accompanied by an adult on all Destination Experiences.

Please note that other minimum age requirements may apply for Destination Experiences, please refer to Destination Experience description.

Tickets must be pre-booked for all participants including children and infants for all Destination Experiences.

DISABLED GUESTS, GUESTS WITH REDUCED MOBILITY ON DESTINATION EXPERIENCES

Destination Experiences do not provide special assistance and wheelchair accessible transportation. Wheelchairs and walkers need to be foldable to be placed in bus compartment and guests must be able to step in and out of bus (5 to 6 steps) without assistance. Tours with minious cannot accommodate foldable wheelchairs or walkers.

In certain destinations special wheelchair accessible tours are available for purchase. These tours have very limited availability and must be pre-booked.

Special transportation vehicles might be available for pre-booking as Tailored Experiences for additional fee, minimum 1 months prior to sailing date. Availability of these is subject to change.

FOREIGN LANGUAGE POLICY ON DESTINATION EXPERIENCES







Destination Experiences are offered in English in all journeys or as indicated in the tour description. Other languages may be available upon request a minimum of one month prior to journey departure date. Please contact the Explora Experience Centre for further information. Availability of other language Destination Experiences may vary in each destination. Additional fees may apply.

PHYSICAL ACTIVITY & LIABILITY DURING DESTINATION EXPERIENCES

Destination Experiences are categorised depending on the physical exertion level they may involve.

Effortless — It is easy to participate in this experience. Walking is minimal but you may encounter a few steps, potentially uneven pavement, and perhaps gaps getting in/out of your vehicle or vessel. From beginning to end, you will find your focus rests purely on enrichment.

Moderate — With a spirit of adventure and average fitness, these experiences let you delve deeper in places where vehicles can't travel. Walk into caves; venture up staircase; wander stony cobbled streets; the gifts of this experience are enjoyed with more hours on your feet.

High-Energy — Your heart may pump faster; pavements may be more rugged; grades may be steeper; boats may be faster; and the pace may be quicker. Active and exhilarating, you will find the challenges more enjoyable if you have very good balance and energy.

Extreme — This experience is designed when you wish to push your endurance. Fitness is imperative to maximise your enjoyment so only consider this experience if you exercise regularly and have a better-than-average physical stamina.

You and all members of your party, by booking a place on any Destination Experience where there is a degree of physical exertion involved, confirm that you and all those others who have booked are in good physical and mental condition, with no history or condition such as seizures, dizziness, fainting, heart condition, respiratory problems or back/neck problems, or any other medical condition of body or mind which could make physical exertion or lack of access to immediate medical care hazardous (these examples are not exclusive) or any other illness, infirmity or condition that would preclude you from participating in any Destination Experience that you have selected. You should also make sure that no one in your party who has booked such a Destination Experience is taking medicine that carries a warning about impairment of physical or mental abilities.







We are offering off the beaten path Destination Experiences that may take place in natural environments with uneven terrain, bumpy ground and even in areas where insects or other animals may be present. We are respectful to the environment therefore man-made paths may not be available. You and all members of your party, by booking Destination Experiences should be aware of the natural environment. In case of allergies to plants, animals or insects, you should consider not to book such programmes or have appropriate medication with you that you may administrate yourself without any help. The Company will not accept claims in this regard.

If you are pregnant, certain Destination Experiences may not be suitable for you. When booking any Destination Experiences, it is your responsibility, including any member of your party that has booked a Destination Experience, to make sure that you are fit and well enough to take part in any Destination Experience booked and to take care of yourself whilst on it.

If you participate in a Destination Experience involving water, you should take care in avoiding alcohol and eating a full meal. Where buoyancy aids are provided for an activity, they must be worn at all times. Be aware that the sea is unpredictable. Lifeguards are not always present and there may not be a flag or other system to indicate whether or not it is safe to go in the water. In addition, beach activities may not be supervised or accompanied, so take care to satisfy yourself as to the safety of the beach and/or the sea at the time of your programme. Children must always be supervised by you at all times whist on a Destination Experience, especially near water.

All such activities are undertaken by you and any member of your party that has booked at your/their own risk and Explora Journeys cannot be held liable for any injury, loss, death or damage whatsoever resulting as a consequence. Before booking any Destination Experience it is very important, and it is your responsibility, that you and any member of your party that has booked a Destination Experience to check that your travel insurance covers the specific type of destination experience booked.

You or any member of your booking may be prevented from participating in a Destination Experience (whether pre-booked or not), if it is determined that you or any member of your booking is unsuited to undertake the Destination Experience, or if you or they appear to be under the influence of drugs or alcohol. In the event that you are prevented from undertaking the excursion for any of these reasons then you may not be entitled to any refund of the cost of the Destination Experience booked.

The provider of Destination Experiences may require participants to sign a liability release and/or assumption of risk form before participating in the programme. Such releases are particularly







common in the case of, but not limited to e.g., snorkelling, scuba diving, flightseeing, off-road driving, ziplining excursions.

DESTINATION EXPERIENCES AVAILABILITY

Every Destination Experience requires a minimum number of participants and may have a maximum limit of participants. If the minimum number of guests required is not achieved the experience may be cancelled.

When a Destination Experience is sold out, we might offer the possibility to be placed on waitlist for certain experiences. A waitlisted Destination Experience does not guarantee confirmed booking and participation.

FOOD ON DESTINATION EXPERIENCES

Regarding our policy on food allergies please refer to our general Explora Journeys Booking Terms & Conditions. Selected Destination Experiences include meal(s) or refreshment(s) that follow local food hygiene standards. Guests wishing to request meals and refreshments for special dietary conditions, are required to process the inquiry at the latest 72 hours prior to the date of the Destination Experience. Special meals are not guaranteed and may depend on availability and suppliers of the Destination Experience.

SERVICES INCLUDED IN DESTINATION EXPERIENCES

It is guests' responsibility to read and understand the detailed Destination Experience description prior to booking the tickets.

Explora Journeys provides transportation, entrance and admission fees to attractions visited on excursions, guiding/escort services, accommodation as well as refreshments and meals as per Destination Experience description.

The mode of transportation used for Destination Experiences is subject to change due to varying capacities and availability.

Guests who leave a Destination Experience before it is completed must return to the ship at their own cost. It is the guests' responsibility to return to the ship at the requested time before sailing. Failing to do so, guests will need to make necessary arrangements and cover associated costs to re-join the vessel. No refund will be made to missed parts of the Destination Experience.







Due to safety and health regulations special processes might be required without prior notice during Destination Experiences.

Destination Experiences are operated by independent contractors even if sold by Sales Agents or on board the ship. The Company operates merely as an agent for the Destination Experience provider. The Company will exercise reasonable skill and care in the selection of a reputable Destination Experience provider.

Guests engage in all Destination Experiences activities off the vessel at their own risk. All excursions, including any related transportation, are operated by independent contractors and Explora Journeys neither supervises nor controls their actions. Contracted operators, transportation providers, and their employees are neither agents nor employees of Explora Journeys, notwithstanding their use of any signage or clothing which may contain the name Explora, or other related trade names of logos. It is understood, and agreed that Explora Journeys assumes no responsibility for, nor guarantee performance of any in no event shall be liable for, any loss, damage, injury or death in connection with Destination Experiences and transportation.

PROFESSIONAL GUIDES

By taking part on a Destination Experience guest are accepting and committing to follow the instructions and regulations received by the tour guide or tour escort.

Explora Journeys will exercise reasonable skill and care in the selection of reputable tour guides and tour escorts, however language skills and quality of service provided by the tour guides and escorts may vary.

COMPLIMENTARY SHUTTLE SERVICE

Explora Journeys may offer complimentary shuttle service in selected ports. The mode of transportation used and the availability of this service is subject to change due to varying conditions.

PRIVATE VEHICLE, GUIDE, TOUR SERVICES

Explora Journeys offers a variety of services that can be booked on a private basis. This includes, but not limited to half-day and full-day vehicle and driver rental; half-day and full day vehicle, driver and guide rental as well as Tailored Experience packages. Special conditions and fees apply.

Vehicle-Driver and Vehicle-Driver-Guide services:







- 1. Pricing and pre-reservations are per vehicle, not per person. Number of guests cannot exceed maximum occupancy as listed for each vehicle.
- 2. This service does not include a tour programme, admissions or entrances to sites, tolls and parking fees, meals, refreshments, or gratuities; however, guests will have the liberty to discuss their desired itinerary directly with their guide on the day of operation.
- 3. Additional costs will apply in the event guests exceed allotted maximum round-trip mileage and hours, if applicable.
- 4. Size and model/type of private vehicle is dependent upon availability. In some destinations, only driver/guides are available.
- 5. Service is provided with English speaking drivers and guides. Other language guides may be available upon request. Additional costs may apply.
- 6. Pre-booking is required. Private services can be requested prior to sailing or on board the vessel; however, requests must be made at least 72 hours prior to arrival in the excursion port. Services are confirmed based on availability.
- 7. All guests participating in this service, including traveling in a private vehicle, are required to have a valid booking number for the specific Journey during which the service is offered. Visitors and outside guests cannot be accommodated on this service ashore.
- 8. Departure times for half-day vehicle services are limited to morning or afternoon departures only, based on availability.

For booking pre-journey and for further inquiries guests are requested to contact their Explora Experience Centre. Bookings and inquiries onboard can be done through the Destination Experiences Centre

Tailored Experience services:

- 1. This service includes a programme that is tailor-made for guests based on individual requests.
- 2. Programme itinerary, entrance fees, meals, guide services and all services are included as per agreement between guest and Explora Journeys.
- 3. Pricing is based on the individual programme created for guest.
- 4. Services are confirmed based on availability.

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5. Pre-booking is required. Private services can be requested prior to sailing or on board the vessel; however, requests must be made at least 72 hours prior to arrival in the excursion port. Services are confirmed based on availability.





- 6. All guests participating in this service, including travelling in a private vehicle, are required to have a valid booking number for the specific journey during which the service is offered. Visitors and outside guests cannot be accommodated on this service ashore.
- 7. Departure times are set based on the programme itinerary.
- 8. For booking pre-journey and for further inquiries guests are requested to contact their Explora Experience Centre. Bookings and inquiries onboard can be done through the Destination Experiences Centre.

INFORMATION & RIGHT TO CHANGE

All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of booking. However, if there is an error, we reserve the right to correct it as soon as we become aware of it. If any corrective change is not acceptable to you after you have booked, you will be entitled to a full refund of what you paid for the goods and/or services booked.

Explora Journeys will not be responsible for possible variations to the programme due to local holidays and/or closing of the sites and/or any other event (strikes, demonstrations, mechanical breakdowns, etc.), which could prevent from performing the pre and post hotel accommodation, land transportation, and seamless luggage service in a complete or partial way.

Explora Journeys may, at any time, at their discretion, amend, delete, or add to any of the featured journey enrichments without prior notice. All information pertaining to journey enrichments may be subject to change, including but not limited to pricing, departure times, and the operation of the booked journey enrichments.

Destination Experiences operate rain or shine. At times for safety reasons Destination Experience operators will cancel experiences due to inclement weather conditions. In this instance, refunds may be made for guests holding tickets on a cancelled Destination Experience and all efforts will be made to accommodate guests on an alternative Destination Experience.

INDEPENDENT VENDORS ASHORE

All Destination Experience programmes, and journey enrichments booked independently by guests, including any accommodation, transportation, and luggage services are operated by independent parties. Explora Journeys neither supervises nor controls their actions, nor makes any representation







either express or implied as to their suitability. Explora Journeys assumes no responsibility for any quality level of service, loss, damage, injury, or death in connection with said excursions or transportation. We assume no responsibility for hotels, tours and services booked independently through vendors or websites that may falsely present their offerings.

DOCUMENTATION: TICKETS, PASSPORT AND VISAS

Destination Experiences and journey enrichments may require special visas or entry processes to certain countries. Explora Journeys is not responsible for obtaining visas for any guest: this is the responsibility of the individual. 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 service is deployed and takes place. Guests are strongly advised to check for all legal requirements for travelling abroad and at the various ports and countries included in Destination Experiences, pre and post hotel accommodation, land transportation and seamless luggage service, to include the requirement of visas, immigration, custom and health.

Guests are required to always carry a personal identification document, as this may be required at special entry or check points.

In certain cases, Explora Journeys may obtain group visas for pre-booked Destination Experiences, however this is subject to change.

Explora Journeys will provide printed or digital tickets to guests for the services booking with Explora Journeys. Explora Journeys will not be responsible for lost tickets. Guests are required to check hotel, transfer and tour tickets for arrival and departure time, meeting place as well as special instructions that may apply.

ELECTRONIC DEVICES, VALUABLES ON DESTINATION EXPERIENCES AND JOURNEY ENRICHMENTS

Explora Journeys shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silver, jewellery, ornaments, precious stones, works of art, or other valuables carried by guests on Destination Experiences and during pre and post hotel stays, land transportation and seamless luggage service. Under no circumstances shall Explora Journeys be held liable for loss of or damage to electronics, computers, flash drives, memory cards, handheld or similar devices, cellular telephones, cameras, video or audio tapes, binoculars, recreational equipment, carried within guests' bags and luggage during pre and post hotel stays, land transportation and seamless luggage service.







BOOKING AND PAYMENT POLICY

Pre & Post-Journey Hotels & Transfers

Explora Journeys offers two distinct services for guests wishing to stay at a hotel before or after their journey:

- Luxury Hotels & Transfers: These are carefully selected leading hotels around the world 1. with excellent locations, ambiance, levels of service and attention to detail. We include a dedicated hospitality desk with local hosts (where applicable) to offer tips, make special reservations and provide helpful assistance.
- 2. Bespoke Hotel Arrangements: This option is ideal for guests who prefer greater personalisation offering a real tailor-made product, based on guests' requirements of location, hotel category and inclusions.

Please make sure you select a service that it is appropriate for you, and make sure you read the terms and conditions carefully. Please check your booking confirmation which will identify the type of service you have selected.

LUXURY HOTELS & TRANSFERS

Inclusions in Luxury Hotels & Transfers:

- Hotel accommodation according to number of rooms and nights booked
- Daily breakfast and porterage at the hotel (where applicable)
- Local fees or governmental taxes
- Private transfer for 2 guests including 2 pieces of checked luggage (total luggage) from airport to hotel (pre journey hotel bookings) or from hotel to airport (post journey)
- Shared transfer:
- o from hotel to pier on embarkation day (pre journey hotel bookings) or
- o from pier to hotel on debarkation day (post journey hotel bookings)

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Transfer inclusions include a distance of up to 50 miles / 80 kilometres from / to airport / hotel, each way (where applicable) and only from selected airports. For any transfer arrangements exceeding the included distance, guests will be responsible for the payment of the additional costs. Any additional cost will be communicated to guests at the time of booking and transportation will be provided once the extra cost is agreed and confirmed. Refunds will not be given for unused or partially used services.

Terms & Conditions:

- · Guests are responsible for any incidental charges incurred during their stay in the hotel such as additional nights, room upgrades, early check-in /late check-out, meals, or other charges not included by Explora Journeys
- · Bed configuration is as requested by the guest at the time of booking. If the preference is changed, additional charges may occur
- · Pricing and pre-reservations are per person. The number of guests cannot exceed maximum occupancy as listed for each hotel room type
- The infant / children policy may vary from hotel to hotel. To benefit from children's rates, infants or children should be registered as the 3rd guest in the same room. The 1st and 2nd guests are not eligible for infant or children's rates, regardless of their age at the time of sailing. Please note that Explora Journeys does not allow infants under the age of 6 months to sail
- Young travellers under the age of eighteen years must be accompanied by an adult in the same room
- · No refunds will be given for unused or partially used services for any missed hotel nights due to factors beyond Explora Journeys' control or that of the independent local Ground Handler / hotel provider such as airline delays. Hotel cancellation penalties may apply
- · Hotel check-in / check-out times may vary from hotel to hotel and destination. Generally, standard check-in times (from 15:00) apply for Explora Journeys' hotel partners. Check-out times may vary between 11:00 and 12:00 noon
- · Special arrangements, hotel room locations, or views cannot be guaranteed







- Due to local standards or limited infrastructure, hotels at certain destinations may not be able to accommodate specific medical and accessibility requests. Guests understand and acknowledge these restrictions. If a guest has any special medical or physical condition and requires an alternative access to appropriate auxiliary aids or services, the guests, their travel advisor, or any person booking on the guest's behalf, is required to inform Explora Journeys in writing at the time of the booking of any of these requirements, acknowledging that these will be provided based on their availability on the destination
- Most of Explora Journeys pre and post hotel stays include breakfast or refreshment(s) that follow local food hygiene standards. Guests wishing to request meals and refreshments for special dietary conditions, are required to process the inquiry at least 45 days prior to the date of arrival. Special meals are not guaranteed and may depend on availability and suppliers. It is the responsibility of the guest to ensure that he / she actively avoids any food he / she is allergic to
- · A shared transfer from / to hotel / pier is included by booking pre or post journey accommodation with Explora Journeys and it is based on shared transportation in a large capacity type of vehicle. The departure time of the shared transfer will be communicated to guests during the hotel check-in process for hotel to pier transfers and on board before debarkation for pier to hotel transfers.

Booking policy:

Requirements:

· Valid booking number (deposited booking)

Payment Policy*:

- Deposit: 25% upon reservation or a reduced deposit if that is available at the time of the booking
- · Final Payment:
- o Ocean Terrace Suites / Ocean Grand Terrace Suites / Ocean Penthouses: 90 days prior to departure
- o Ocean Residences: 150 days prior to departure







- Payment Confirmation: confirmation to be sent after payment is received.
- *Explora Journeys reserves the right to modify the contract price at any times to allow variations including but not limited to Transportation costs, Fuel supplements, Taxes and Government fees.

Cancellation Policy:

- · Up to 90 days prior to departure: no cancellation penalty, unless advised differently at the time of booking
- Less than 90 days prior to departure: 100% cancellation non-refundable penalty fee will apply to the pre-journey reservation
- Failure to receive payment by the deadline results in all pre and / or post hotel accommodations being cancelled. Guests will be notified that their hotel arrangements have been automatically cancelled. Cancellation fees may apply as referred on pre and post hotel accommodation cancellation policy.

Benefits for Ocean Residences guests

A roundtrip transfer from / to the airport and pier is included with the Ocean Residences benefits for a distance of up to 50 miles / 80km each way from / to airport / pier and from selected airports. For any transfer arrangements exceeding the included distance, guests will be responsible for the payment of the additional costs. Any additional cost will be communicated to guests at the time of booking and transportation will be provided once the extra cost is agreed and confirmed. Refunds will not be given for unused or partially used services or if due to deviations to the itinerary (late embarkation / early debarkation) chosen by the guests, it is not possible to accommodate the transfer from / to airport / pier included with the benefits.

Benefits for Owner's Residence guests

One complimentary pre or post journey hotel night for Owner's Residence guests (where applicable, conditions apply) is available in one of the preferred Explora Journeys hotels, where applicable and depending on availability. It is recommended that the booking of the complimentary pre-or post-journey hotel night is done at the same time that the reservation is completed. Guests can book additional nights through Explora Journeys (additional charges apply)





- · A round trip ground transfer home to airport is included for a distance of up to 50 miles / 80 kilometres from / to home / airport, each way (where applicable)
- A round trip transfer from / to the airport and hotel is included for a distance of up to 50 miles / 80 kilometres each way from / to airport / hotel and from selected airports
- · A round trip transfer from/to hotel and pier is included for a distance of up to 50 miles / 80 kilometres each way from / to hotel / pier
- Transfers included are limited to a distance of up to 50 miles / 80 kilometres from / to home / airport, each way (where applicable). For any transfer arrangements exceeding the included distance, guests will be responsible for the payment of the additional costs. Any additional cost will be communicated to guests at the time of booking and transportation will be confirmed once the extra cost is agreed and paid. Refunds will not be given for unused or partially used services.

Refunds will not be given for unused or partially used services or, if due to deviations to itinerary (late embarkation/ early debarkation) chosen by the guests, it is not possible to accommodate the complimentary pre or post journey hotel night or inclusive transfers.

2. <u>Bespoke Hotel Arrangements</u>

Inclusions in Bespoke Hotel Arrangements**:

- · Hotel accommodation according to number of rooms and nights booked
- · Daily breakfast if booked by guest
- **Local fees or governmental taxes may not be included and should be paid locally by the guest.

Exclusions:

- Transfers from airport to hotel (pre journey hotel bookings) or from hotel to airport (post journey)
- · Shared transfer between hotel and pier or vice versa on embarkation / disembarkation days
- · Any other ground transfers and transportation or luggage handling







· Porterage at the hotel

Terms & Conditions:

- · Guests are responsible for any incidental charges incurred during their stay in the hotel such as additional nights, room upgrades, early check-in /late check-out, meals, or other charges not included by Explora Journeys
- · Bed configuration is as requested by the guest at the time of booking. If the preference is changed, additional charges may occur
- · Pricing and pre-reservations are per room. The number of guests cannot exceed maximum occupancy as listed for each hotel room type
- The infant / children policy may vary from hotel to hotel. To benefit from children's rates, infants or children should be registered as the 3rd guest in the same room. The 1st and 2nd guests are not eligible for infant or children's rates, regardless of their age at the time of sailing. Please note that Explora Journeys does not allow infants under the age of 6 months to sail
- Young travellers under the age of eighteen years must be accompanied by an adult in the same room
- · No refunds will be given for unused or partially used services for any missed hotel nights due to factors beyond Explora Journeys' control or that of the independent local Ground Handler / hotel provider such as airline delays. Hotel cancellation penalties may apply
- · Hotel check-in / check-out times may vary from hotel to hotel and destination. Generally, standard check-in times (from 15:00) apply for Explora Journeys' hotel partners. Check-out times may vary between 11:00 and 12:00 noon
- · Special arrangements, hotel room locations, or views cannot be guaranteed
- Due to local standards or limited infrastructure, hotels at certain destinations may not be able to accommodate specific medical and accessibility requests. Guests understand and acknowledge these restrictions. If a guest has any special medical or physical condition and requires an alternative access to appropriate auxiliary aids or services, the guests, their travel advisor, or any person booking on the guest's behalf, is required to inform Explora Journeys in writing at the time of the booking of





any of these requirements, acknowledging that these will be provided based on their availability on the destination

- Guests wishing to request meals and refreshments for special dietary conditions, are required to process the inquiry at least 45 days prior to the date of arrival. Special meals are not guaranteed and may depend on availability and suppliers. It is the responsibility of the guest to ensure that he / she actively avoids any food he / she is allergic to
- No date, name and room change are allowed.

Booking policy:

- Requirements:
- o Your Explora Journeys booking number (deposited booking)

Payment Policy:

- Deposit: 25% upon reservation or a reduced deposit if that is available at the time of booking
- Final Payment:
- o Ocean Terrace Suites / Ocean Grand Terrace Suites / Ocean Penthouses: 90 days prior to departure
- o Ocean Residences: 150 days prior to departure
- Payment Confirmation: confirmation to be sent after payment is received.

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Cancellation Policy:

- Up to 90 days prior to departure: no cancellation penalty, unless advised differently at the time of booking
- Less than 90 days prior to departure: 100% cancellation non-refundable penalty fee will apply to the pre-journey reservation







· Failure to receive payment by the deadline results in all pre and / or post hotel accommodations being cancelled. Guests will be notified that their hotel arrangements have been automatically cancelled. Cancellation fees may apply as referred on pre and post hotel accommodation cancellation policy.

Benefits for Owner's Residence guests

One complimentary pre or post journey hotel night for Owner's Residence guests (where applicable, conditions apply). It is recommended that the booking of the complementary pre-or-post journey hotel night is done at the same time that the reservation is completed. Guests can book additional nights through Explora Journeys (additional charges apply). Roundtrip ground transfer home to airport is included for a distance of up to 50 miles/80km from/to home/ airport, each way (where applicable).

Refunds will not be given for unused or partially used services or, if due to deviations to itinerary (late embarkation/ early debarkation) chosen by the guests, it is not possible to accommodate the complimentary pre or post journey hotel night or inclusive transfers.

3. Land transportation

Inclusions in land transportation:

- Transportation either between the airport, hotel or port
- · Meet and greet services

Terms & Conditions:

- · All Explora Journeys guests can view the land transportation available online
- · Pricing and pre-reservations are per vehicle. Number of guests cannot exceed maximum occupancy as listed for each vehicle
- · Approximate luggage capacity per type of transportation is described on the transfer characteristics. Explora Journeys is not responsible for any extra arrangements needed due to luggage excess
- No Infant / children rates apply for booking transportation







- No refunds will be given for unused or partially used services due to factors beyond Explora Journey's control or that of the independent local Ground Handler / transportation provider such as airline delays. In case of flight delays or cancellations, guests are expected to inform Explora Journeys of any of these circumstances. The company will take all reasonable care to re-schedule the transportation arrangements, but it will be based upon availability
- · Pre-booking is required. Transportation services can be requested prior to sailing or on board the vessel; however, requests must be made at least 96 hours prior to arrival in the embarkation or disembarkation port. Services are confirmed based on availability
- · For transfers from / to the airport, flight arrangements, including departure/arrival airport, flight dates and times, airline carrier and flight number must be communicated
- Any modifications to flight arrangements must be communicated to Explora Journeys, at least 14 days prior to journey to accommodate the changes. After any change, new transfer arrangements will be confirmed upon availability. Failure to provide the information in advance, may result in an inability to accommodate the transfer
- Size and model / type of private vehicle is destination dependent and is based upon availability. Luxury transportation is not available in all ports. The company takes all reasonable care to select the best type of transportation available on each destination
- · Explora Journeys exercises reasonable skill and care in the selection of reputable local ground transportation companies and hosts, however, language skills provided by local drivers and host may vary in each destination
- · Wheelchair accessible transportation has very limited availability and must be pre-booked a minimum of one month prior to the sailing date. Availability is subject to change
- · Wheelchairs and walkers need to be foldable to be placed in the transportation compartment and guests must be able to step in and out of the transportation (5 to 6 steps in case of minibuses) without assistance
- For embarkation transfers, independent air guests should allow sufficient time between flight arrival and ships departure. Check-in formalities at the pier should be completed at least one hour prior to the ship's departure. Airport formalities, luggage collection and transfer time should be taken into consideration. Likewise, for debarkation transfers, ship's clearance, local custom requirements,







transfer time and airport formalities should be taken into consideration and sufficient time between the ship's arrival in port and departure flight should be allowed.

Booking Policy:

- · Requirements:
- o Valid booking number (deposited booking)

Payment policy*:

- Deposit: No deposit required until 90 days prior to departure
- Payment in Full All suites: any land transportation booked within 90 days to 3 days before departure require an immediate payment in full
- Payment Confirmation: confirmation to be sent after payment is received
- *Explora Journeys reserves the right to modify the contract price at all times to allow variations including but not limited to: Transportation costs, Fuel supplements, Taxes and Government fees.

Cancellation Policy:

Up to 5 days prior to service date: no cancellation penalty, unless specific cancellation penalties are noted

Less than 5 days prior to service date: 100% cancellation non-refundable penalty fee will apply to the pre-journey reservation

Failure to receive payment by the deadline results in all land transportation being cancelled. Guests will be notified that their land transportation arrangements have been automatically cancelled. Cancellation fees may apply as referred on land transportation cancellation policy

INFORMATION & RIGHT TO CHANGE







All reasonable care has been taken to ensure that the prices, offers, which are published in relation to any goods and services advertised, are correct at the time of booking. However, if there is an error, we reserve the right to correct it as soon as we become aware of it. If any corrective change is not acceptable to you after you have booked, you will be entitled to a full refund of what you paid for the goods and/or services booked.

Explora Journeys will not be responsible for possible variations to the programme due to local holidays and/or closing of the sites and/or any other event (strikes, demonstrations, mechanical breakdowns, etc.), which could prevent from performing the pre and post hotel accommodation, land transportation, and seamless luggage service in a complete or partial way.

Explora Journeys may, at any time, at their discretion, amend, delete, or add to any of the featured journey enrichments without prior notice. All information pertaining to journey enrichments may be subject to change, including but not limited to pricing, departure times, and the operation of the booked journey enrichments.

Destination Experiences operate rain or shine. At times for safety reasons Destination Experience operators will cancel experiences due to inclement weather conditions. In this instance, refunds may be made for guests holding tickets on a cancelled Destination Experience and all efforts will be made to accommodate guests on an alternative Destination Experience.

INDEPENDENT VENDORS ASHORE

All Destination Experience programmes, and journey enrichments booked independently by guests, including any accommodation, transportation, and luggage services are operated by independent parties. Explora Journeys neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. Explora Journeys assumes no responsibility for any quality level of service, loss, damage, injury, or death in connection with said excursions or transportation. We assume no responsibility for hotels, tours and services booked independently through vendors or websites that may falsely present their offerings.

DOCUMENTATION: TICKETS, PASSPORT AND VISAS

Destination Experiences and journey enrichments may require special visas or entry processes to certain countries. Explora Journeys is not responsible for obtaining visas for any guest: this is the responsibility of the individual. 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 service is deployed and takes place. Guests are strongly advised to check for all legal requirements for travelling abroad and at the







various ports and countries included in Destination Experiences, pre and post hotel accommodation, land transportation and seamless luggage service, to include the requirement of visas, immigration, custom and health.

Guests are required to always carry a personal identification document, as this may be required at special entry or check points.

In certain cases, Explora Journeys may obtain group visas for pre-booked Destination Experiences, however this is subject to change.

Explora Journeys will provide printed or digital tickets to guests for the services booking with Explora Journeys. Explora Journeys will not be responsible for lost tickets. Guests are required to check hotel, transfer and tour tickets for arrival and departure time, meeting place as well as special instructions that may apply.

ELECTRONIC DEVICES, VALUABLES ON DESTINATION EXPERIENCES AND **JOURNEY ENRICHMENTS**

Explora Journeys shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silver, jewellery, ornaments, precious stones, works of art, or other valuables carried by guests on Destination Experiences and during pre and post hotel stays, land transportation and seamless luggage service. Under no circumstances shall Explora Journeys be held liable for loss of or damage to electronics, computers, flash drives, memory cards, handheld or similar devices, cellular telephones, cameras, video or audio tapes, binoculars, recreational equipment, carried within guests' bags and luggage during pre and post hotel stays, land transportation and seamless luggage service.





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