

These Terms and Conditions apply to Luxury Expedition Cruises departing between March 1, 2022 and February 28, 2023 and all related Extensions and bookings for future years until updated. For all other terms and conditions, please refer to www.abercrombiekent.com.au

Please ensure that you read all of the Conditions below. In particular, we draw your attention to the following Clauses:

- **Clause 2 – Basis of Contract**
- **Clauses 3.1 and 3.2 – Quotations and Deposits**
- **Clause 3.4 – COVID-19 Acknowledgment and Vaccination**
- **Clauses 4 and 5 – Price Policy and Payment**
- **Clause 14 – Cancellations by the Customer**
- **Clause 15 – Force Majeure and Alterations by A&K**
- **Clause 17 – Limits on A&K's responsibility**
- **Clause 18 – Travel Advisories**

Payment of a Deposit indicates your acceptance of these Conditions. A contract is formed once the Customer has paid the Deposit.

1. Definitions

"A&K" means Abercrombie & Kent (Australia) Pty Ltd ACN 005 422 999.

"ACL" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.

"Booking" means a Customer's acceptance of a Quotation as informed to A&K, subject to these Conditions.

"Conditions" means these Terms and Conditions.

"Contract" means any agreement for the provision of the Services by A&K, and the provision of the Travel Arrangements, to the Customer.

"Customer" or "Guest" is used interchangeably and means a person, jointly or severally if more than one, acquiring Services from A&K, or acquiring Travel Arrangements.

"Departure Date" means the date scheduled for the Customer to depart at the start of the Travel Arrangements.

"Deposit" means an amount payable by the Customer to A&K at the time of Booking, as set out in a Quotation.

"Force Majeure" means unusual and/or unforeseeable circumstances beyond A&K's control or the control of our suppliers, that affect the ability of A&K to provide the Services or the ability of the Suppliers to provide Products, including, but without limitation, acts of God, flood, drought, earthquake, extreme weather or other natural disaster, ice conditions in oceans and level of water in rivers, epidemic, pandemic or significant risk to human health such as the outbreak of disease (including but not limited to Covid-19 and any disease caused by a new strain of the coronavirus), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law, guidance

or advice issued, or any other action taken by a government (local or national) or port, border, river and/or aviation authority (local or national) or other public authority, collapse of buildings, fire, explosion or accident, or interruption or failure of utility service.

"GST" has the definition given in A New Tax System (Goods and Services Tax) Act 1999 ("Act") or any amending legislation and includes any similar value-added or consumption tax.

"Material Alteration" means a material change to the Travel Arrangements as reasonably determined by A&K.

"Products" means individual components of Travel Arrangements, such as accommodation, meals, transport, airfares, cruises and tours.

"Quotation" means A&K's quotation provided to the Customer in respect of proposed Travel Arrangements.

"Refundable Amounts" means the amount/s paid by a Customer to A&K in respect of a particular service the subject of amendment or cancellation, less any unrecoverable costs incurred by A&K and any Retainable Amounts.

"Retainable Amounts" means any Amendment Charge, any Cancellation Charge, and any other amount unrecoverable by A&K or identified in a Quotation as retainable.

"Services" means the booking and payment services provided by A&K in relation to the Travel Arrangements, and the delivery of the Travel Arrangements which are directly controlled by A&K, but does not include delivery of any Products provided or to be provided by Suppliers.

"Suppliers" means the parties that are responsible for providing the individual Products.

"Supplier Fees" means any amounts payable by the Customer to a Supplier, including but not limited to amounts payable to the Supplier in the event of amendment or cancellation.

"Tax Invoice" means a tax invoice which complies with the definition contained in section 29 – 70 of the Act or any amending legislation.

"Travel Arrangements" means the travel arrangements made by A&K including all Products.

2. Basis of Contract

2.1 The Conditions apply exclusively to every contract for Services by A&K to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by A&K.

2.2 Acceptance: Payment of a Deposit indicates the Customer's acceptance of the Conditions. A contract is formed once the Customer has paid the Deposit.

2.3 Different Products may have specific terms and conditions, Deposit requirements and cancellation charges applicable to the Product. These will be communicated in the Quotation or prior to the Customer making a Booking.

2.4 Customers who book with A&K are also bound by the terms and conditions of any relevant Suppliers (Supplier T&Cs) insofar as they relate to Products and Travel Arrangements, and the Customer accepts and agrees that:

(a) it is the Customer's responsibility to read and understand the Supplier T&Cs as provided to them or where access is made available to them; and

(b) in the event of an inconsistency between these Conditions and any Supplier T&Cs, these Conditions will prevail to the extent they relate to any Contract between a Customer and A&K.

3. Booking Your Travel Arrangements

3.1 Quotations – are valid for a period of 7 days.

3.2 Deposit – a Deposit of AU\$3,500 per person and full names of all Customers as per passport are required to secure the Booking. The Customer is responsible for the accuracy of the information it provides. There may be an additional Deposit depending on the policies of the Supplier of Products being booked. Any additional Deposits will be advised at time of making a Booking.

3.3 Requests to make a Booking within 120 days before the Departure Date must be accompanied by full payment and may be subject to an urgent processing fee, in addition to any applicable Supplier Fees.

3.4 COVID-19 ACKNOWLEDGEMENT AND VACCINATION - Prior to making a Booking, the Customer must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by A&K staff during their Travel Arrangements. All guests must be up-to-date with their vaccinations for COVID-19 and present proof of vaccination during travel on Luxury Expedition Cruises. A&K accepts approved vaccines per the World Health Organization list. Guests must also comply with all vaccination requirements for country entry and any local regulations which may change from time to time. A&K reserves the right to change, modify or amend the A&K COVID-19 Vaccination Requirement for future bookings at any time and without prior notice. If the Customer is making a Booking on behalf of a group of individuals, all members of the travelling party above 18 years of age must sign an acknowledgement. For individuals under 18 years of age, a Parent or Guardian must sign on their behalf. The Customer must not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. The Customer must maintain adequate physical distancing and frequently wash or sanitize hands during their Travel Arrangements. Masks are required to be worn in accordance with local regulations and recommended to be worn at all times in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible. Noncompliance with these measures will result in not being able to continue on the Travel Arrangements. The Customer voluntarily assumes all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with COVID-19. The Customer is required to follow the legal and regulatory requirements regarding COVID-19 testing and quarantine per individual country regulations. The testing procedures and results are solely subject to the control of local governments. A&K has no control and has no authority to overrule, change or amend local government policies as they relate to testing or providing private quarantine

facilities. A&K will assist all guests where COVID-19 testing is required; however, A&K is merely acting as a facilitator in order to assist guests who require a COVID-19 test. All COVID-19 testing is carried out by third party testing facilities with no association or affiliation to A&K, and A&K is not liable or responsible for any results, issues, delays or problems encountered during the testing process or the performance or non-performance of the testing facilities.

4. Price Policy

4.1 All prices are per person in Australian Dollars unless otherwise specified. Prices do vary across date ranges, are subject to availability and to change due to factors including currency exchange rate fluctuations, fuel levies, tax changes or any other changes in connection with the Travel Arrangements. Please contact A&K for best available price for your preferred travel dates. Prices are subject to the Quotation provided.

4.2 Travel Arrangement prices set out in the Quotation are for the entire package of Products and itemised component costs cannot be given.

4.3 Travel Arrangements - prices per person may be based on Products being booked for all Customers in the Booking, and accordingly Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed.

Pre- and Post-Tour Extensions are only available to guests booked on related Luxury Expedition Cruises. Modification of program content to accommodate a smaller group size will not affect the published program price.

4.4 Surcharges - the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with currency exchange rates, increases in Product prices, fuel levies, scheduled airfares, hotel, cruise and ground transportation charges, park entrance fees and any other increases in connection with the Travel Arrangements.

4.5 Where there is any change in the costs incurred by A&K in providing the Services, A&K may vary its price to account for such change by notifying the Customer, whether or not the Customer has made full payment.

4.6 Changes in the Australian Dollar - the financial commitments A&K undertakes in order to offer the prices mean that prices cannot be reduced or refunded if the Australian dollar strengthens.

4.7 Products not Utilised - no refunds are made in respect of Products not utilised, for example, flights, accommodation, meals and sightseeing excursions.

4.8 Prices set out in a Quotation include GST. Prices for the supply of the Travel Arrangements and the Services exclude any other taxes, duties or imposts imposed on or in relation to the Travel Arrangements and the Services in Australia or overseas. The Customer is liable to pay any amount of GST imposed on any Product.

5. Payment

5.1 Final Payment - unless otherwise agreed in writing the final payment must be received by A&K 120 days prior to the Departure Date.

5.2 Where a Booking is made less than 120 days before the Departure Date, full payment must be made at the time of the Booking.

5.3 If you pay A&K by credit card, a surcharge will be added to the total price. The current surcharge for all credit cards is 1.5% of the total price

6. Travel documents

6.1 Travel documents will be issued after final payment has been received. Travel documents may include special conditions including restrictions such as baggage size and weight limits. Travel documents are not transferable. All airline tickets must be issued in the name of the passport holder and some carriers will deny carriage if the name varies and the Booking may be cancelled. It is your responsibility to collect all travel documents prior to travel.

6.2 A&K Mobile App - Abercrombie & Kent may provide information for your journey via a web platform and an A&K mobile app (the "App"). The use of the App is not part of your holiday package experience and is merely intended to offer an interactive option to view your itinerary and other related information. Once downloaded, you are subject to the privacy policy and terms of use as found in the App. You are responsible if you provide access or use of the App to any members of your traveling party.

7. Inclusions and Exclusions

7.1 Included in Luxury Expedition Cruises - All accommodations, meals and fully guided sightseeing (including park and entrance fees) as noted in the itinerary; airport transfers to/from hotel/ship in the first/last published city regardless of day of arrival and departure (on Expedition Cruises, transfers are included on start and end dates only and may be shared); services of A&K Resident Tour Director or appropriate guide on Pre- and Post-Tour Extensions; coffee/tea/soft drinks/water at included meals; local wine and beer at all designated welcome and farewell dinners; local bottled water during sightseeing; portage of up to two (2) pieces of baggage; complimentary Internet access (where available on cruises and at land accommodations; service levels are not guaranteed); hotel taxes; and gratuities throughout, except to the Resident Tour Director/Extension guide.

7.2 Luxury Expedition Cruises Additional Inclusions - Complimentary select bar drinks, beer, house wine, soft drinks, coffee drinks, juices and bottled water (excluding premium wines, spirits and Champagnes) while on board; complimentary local beer and wine for included meals on shore; complimentary room service on board; all shore excursions and lecture program while on board; A&K's Traveller's Valet laundry service for eight (8) pieces per person once during cruise only, excluding dry cleaning; services of A&K Expedition Staff and local guides; gratuities for the ship's crew and A&K Expedition Staff and Pre- and Post-Tour guides; a complimentary expedition parka and backpack and use of waterproof boots, pants and trekking poles are provided on board for all Polar cruises.

7.3 Not Included In Luxury Expedition Cruises - International and internal airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; reciprocity and other border fees; airport departure taxes, unless otherwise noted; excess

baggage charges; gratuities to the Resident Tour Director/Extension guide; meals other than those specified in the itinerary; room service (except on board Luxury Expedition Cruises); beverages other than those noted in inclusions above; sightseeing not included in the published itinerary; and personal expenses such as laundry (except for A&K's Traveller's Valet as noted), communication charges, Internet access for all trains; and optional activities (which are subject to availability).

8. During your Trip

8.1 Hotel check-in - Most hotels allow check-in to take place during the mid-afternoon. Should you wish to have a guaranteed room ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please ask A&K for details and prices.

8.2 Room upgrades/special requests - Upgrades are available on request at individual hotels. Specific requests such as adjacent or connecting rooms, bedding requests, smoking rooms and special dietary needs should be advised at time of making a Booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

8.3 Itineraries - A&K reserves the right to modify program itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains, at any time due to unforeseen circumstances or circumstances beyond A&K's control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. Due to the nature of Luxury Expedition Cruises, itineraries are for guidance purposes only and may be adjusted due to unforeseen circumstances including weather, wildlife, ice, medical emergencies and other conditions beyond A&K's control at the sole discretion of the Captain on board.

8.4 Air transportation - Domestic or International airfare (to the Travel Arrangements starting point and from the ending point) is not included in program pricing. A&K has special agreements with many air carriers and can offer quotations from any gateway. Some Travel Arrangements require internal flights as specified in the itinerary. This airfare is not included in the price of the Travel Arrangements unless otherwise stated. In the instance where charter flights are used and seating is limited, A&K reserves the right to substitute and confirm air reservations on a suitable alternative scheduled air flight. All internal air is offered and provided by Suppliers, and unless otherwise specified in these Conditions or the relevant Supplier T&Cs, are based on economy class seating and is 100% non-refundable at time of final payment (some exceptions may apply). All international and internal air quotes are subject to change until final payment has been received by A&K. Flight confirmation is based on availability. Air reservations cannot be confirmed until a passport copy is received by A&K.

All air carriers are independent contractors and are not owned, managed, controlled or operated by A&K. Your airline ticket constitutes a contract between yourself and the airlines (and not A&K), even if purchased through A&K. A&K is not liable for and does not assume responsibility or accept claims with regard to, seat assignments, name changes,

schedule changes, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation fees will apply.

8.5 Baggage - A&K provides portage of up to two (2) pieces of baggage per person. Please note should your Travel Arrangements include internal/domestic or charter flights, your luggage allowance may be less than two (2) pieces of baggage and weight/size restrictions and additional costs may apply.

Details will be provided in your Pre-Travel Documentation. Baggage and personal effects are at the owner's risk throughout the travel program, and A&K assumes no liability for lost or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights.

8.6 Child policy - The minimum age is 7 years old unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Some activities on Travel Arrangements may require a minimum age to participate. Note that some accommodations require that children below a certain age share a room with an adult.

A parent or guardian travelling alone with a child is recommended to carry documentation that proves their relationship to the child (e.g. birth certificate) and evidence that they have permission to travel with the child (e.g. consent letter). Customers travelling with children who are not related are recommended to carry documentation which provides evidence they have permission to travel with the child. Customers are advised to check with the appropriate government authority to determine the necessary documents required for travel with children. A&K cannot be held responsible should the Customer, child or any member of the travelling party be denied entry to a country due to non-compliance with a country's requirements.

9. Active elements & conduct

9.1 Some active elements have been incorporated into select itineraries. To enjoy the trips as intended, a minimum level of fitness is required. The Customer must notify A&K of any pre-existing medical or physical conditions or health issues that might reasonably be expected to affect the Travel Arrangements. If the Customer fails to notify A&K of any such conditions or issues, the Customer represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. The Customer agrees and acknowledges that A&K will not be liable for any loss or damage incurred by the Customer as a result of any pre-existing medical or physical condition or health issue of the Customer that may preclude, delay, affect or interfere with the Travel Arrangements. A&K may require guests to produce a doctor's certificate certifying that they are fit to participate.

9.2 The Customer agrees and acknowledges that A&K may:

- (a) decline any booking request; or
- (b) refuse participation;

where, in its reasonable opinion, the Customer has a pre-existing medical condition or health issue that

may affect or interfere with the pace of the Travel Arrangements or the enjoyment of other participants.

9.3 A&K also reserves the right to remove from the trip, at the participant's own expense, anyone whose physical condition or conduct negatively impacts the enjoyment of the other guests or disrupts the tour.

9.4 Due to ship restrictions, women over six (6) months pregnant are not permitted to travel on Expedition Cruises.

9.5 Special Requirement for select Luxury Expedition Cruises:

Due to the remote locations, A&K requires proof of a minimum of AU\$200,000 per person in emergency evacuation/repatriation insurance for all Antarctica, Arctic, Kimberley and other select Luxury Expedition Cruises as specified at time of booking. Please note emergency evacuation insurance provides for covering the cost associated with emergency evacuation and repatriation up to the limits of the respective policy; however, it does not guarantee the timing, method or mode of such evacuation and repatriation, which is subject to weather, location and other conditions or variables outside of A&K's control.

10. Passports and visas

10.1 It is the guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. You may be refused boarding or disembarked from a plane, vessel or train without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by A&K which result from improper documentation or noncompliance with applicable regulations.

11. Privacy information

11.1 Any personal information that A&K obtains from the Guest, or about the Guest from its representative, is necessary for A&K's business purposes or providing the Guest with A&K's Travel Arrangements, Products and Services, and may be used in answering any queries the Guest may have, considering the Guest's application for credit or to become a Guest, performing internal administration and operations, developing, improving and marketing A&K's Services, and related purposes.

11.2 A&K's Privacy Policy details why A&K collects this personal information, who A&K may disclose it to (including whether A&K is likely to disclose it to overseas recipients), and the main consequences (if any) if A&K does not collect the personal information of the Guest. A&K's Privacy Policy also contains information about how the Guest may seek access to, or correction of, the personal information held about the Guest, and A&K's complaint resolution procedures.

11.3 A&K will not disclose any personal information to any other party without the consent of the Guest except to the Suppliers, a related entity or adviser of A&K or where A&K is otherwise required by law to do so.

11.4 The Customer acknowledges and consents that A&K will not, as would otherwise be required, be obliged to take steps to ensure that an overseas

recipient of Customer Information complies with the Australian Privacy Principles.

11.5 A&K's Privacy Policy is available at www.abercrombiekent.com.au or by request to A&K by phoning +61 3 9536 1800 or via email at privacy@abercrombiekent.com.au.

12. Reservation and payment schedule

12.1 Deposit per Person Required at Time of Booking

Luxury Expedition Cruises AU\$3,500

12.2 Final payment is due 120 days prior to departure. If your reservation is made within 120 days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

13. Amendments by the Customer

13.1 A&K will endeavour to assist if the Customer requests an amendment to the Travel Arrangements up to 120 days prior to the Departure Date subject to the following:

- a) Amendment Charge - fees may apply to any Customer requesting a change to a confirmed Booking or Contract.
- b) Additional Charges - all other expenses incurred by A&K may also be payable by the Customer at A&K's discretion.
- c) Any charges arising from a request for an amendment are payable by the Customer whether or not A&K is successful in confirming the requested amendment.
- d) Late Amendments - amendments made by the Customer within 120 days of the Departure Date are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

14. Cancellations by the Customer

14.1 Cancellations must be received in writing and will become effective on the date of receipt, fax or email.

14.2 Unless otherwise agreed by A&K and the Customer in writing, Cancellations received by A&K are subject to the following:

Cancellation fees per person

Luxury Expedition Cruises and related Group Pre- and Post-Tour Extensions	
Days prior to Departure Date	Percentage of Travel Arrangements Price Payable
121 days prior to departure or more	AU\$2,100
120-91 days prior to departure	25% of program price
90-61 days prior to departure	50% of program price
60 days prior to departure or less	100% of the program price

14.3 The Customer agrees the sums referenced in the cancellation provisions above are not a penalty and represent a genuine pre-estimate of the loss and damage to which A&K will be subject in the event of such cancellation. These include, amongst other costs but not limited to, fees charged by hotels and travel suppliers to A&K for cancelled bookings.

14.4 Additional Charges – the Customer may further incur Supplier Fees for cancellation, including international flight providers, over which A&K has no control.

14.5 A&K may treat a Booking as cancelled and levy cancellation charges if the Customer does not pay the balance of the Travel Arrangements price at 120 days prior to the Departure Date.

15. Force Majeure and Alterations by A&K

15.1 A&K and, where applicable, any relevant Supplier, shall be excused from performance of their respective obligations under these Conditions to the extent that it is prevented from acting due to circumstances amounting to a Force Majeure Event, for as long as such circumstances last and affect such performance.

15.2 To the maximum extent permitted at law, A&K is not liable to the Customer or any third party in any way whatsoever to the extent provision of the Services, or availability of the Products or any part of the Travel Arrangements, is impacted by a Force Majeure Event.

15.3 Where a Force Majeure Event occurs, if A&K seeks to rely on clause 15.1, it must:

(a) give immediate notice to the Customer stating the nature of the event, and its likely duration (if known to A&K), and the effect of the Force Majeure Event on its ability to perform any of its obligations under these Conditions; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.4 If A&K considers the provision of its services to a Customer, or a Product or the Travel Arrangements or any party of a Product or the Travel Arrangements, is or will be impacted by a Force Majeure Event, it may:

(a) suspend or terminate the Agreement by written notice to the Customer;

(b) cancel the Travel Arrangements or any part of the Travel Arrangements;

(c) subject to clause 15.5, offer the Customer alternative Travel Arrangements of comparable standard as may be appropriate in the circumstances; or

(d) elect to offer the Customer, at A&K's discretion:

(i) travel credit with A&K in the sum of the Refundable Amounts; or

(ii) a refund in the sum of the Refundable Amounts.

15.5 If a Customer accepts an offer made by A&K under clause 15.4(c):

(a) Unless otherwise agreed by A&K in writing, A&K may charge the Customer, and the Customer must pay, the Amendment Fee; and

(b) the Customer will be liable for and must pay any relevant fees to Suppliers.

15.6 A&K must use reasonable endeavours to ensure Travel Arrangements proceed as booked by the Customer. However, the Customer acknowledges and agrees:

a) delivery of the Products and certain parts of the Travel Arrangements are matters out of A&K's control or influence; and

b) A&K, or any Supplier, may alter any part of the Travel Arrangements, including programme itineraries,

arranged activities and sightseeing, accommodation and transport, where reasonably necessary due to matters beyond their control other than a Force Majeure Event, without liability. Such alterations may occur after the final itinerary has been issued.

15.7 Where A&K alters any part of the Travel Arrangements subject to clause 15.6(b), it must endeavour to ensure any alternative arrangements substituted in place of the affected Travel Arrangements are of a comparable standard.

15.8 Material Alteration – if A&K, or any Supplier, makes a Material Alteration to the Travel Arrangements other than as a result of a Force Majeure Event within 120 days of the Departure Date, A&K will give notice to the Customer within a reasonable time. The Customer will have the choice to accept the Material Alteration, or accept comparable Products offered by A&K (if applicable), or receive a full refund of all monies paid by the Customer less any unrecoverable costs. The Customer must notify A&K of its choice within seven days. If A&K does not hear from the Customer within seven days, A&K will assume that the Customer has chosen to accept the Material Alteration.

15.9 Refunds related to a Material Alteration or Force Majeure Event – subject to clauses 15.4 and 15.8, and without prejudice to any obligations it has at law, A&K will refund the Customer the Refundable Amounts within a reasonable time after cancellation. However, the Customer acknowledges and agrees that in certain circumstances, a refund will be delayed if A&K requires the refund to be processed by a Supplier.

15.10 Claims and Refunds – In circumstances other than those relating to a Material Alteration or Force Majeure Event, refunds are not made for any missed Services, except for verifiable extenuating circumstances. Please see clause 17 relating to our obligations and liability. For claims to be considered, they should be received in writing within 30 days of the termination of the Travel Arrangements and be accompanied by supporting documentation and/or a statement from the local destination management company verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals.

16. Photography or Recording during travel

16.1 A&K reserves the right to take photographs or video or audio recordings of Customers during the operation of any program or part thereof and to use, re-use, publish, and republish their image, identity likeness, name, voice, interview, statements, video clips and sound recordings, and/or photographic portraits or pictures in which customer(s) may be included (an "Image"), for promotional purposes during the program and thereafter. By making a Booking for a program with A&K, Customers acknowledge that A&K is the owner of the photographs and video and agree to allow their images and/or voice to be used in such photographs, videos and recordings, which may thereafter, be used by A&K. Customers who prefer that their images and/or voice not be used must (1) identify themselves to their Resident Tour Director at the beginning of their Journey; and (2) notify their A&K

Travel Consultant by email, not later than thirty (30) days following the end of the journey. In the event the Customer fails to comply with both obligations, the Customer shall not be exempt from this section. If such written notice is not timely provided, the Customers, individually and on behalf of any minor child travelling with them, have granted unrestricted rights and permission for A&K to use the Images.

17. Limits on A&K's responsibility

17.1 Neither A&K nor its parent company, affiliates or subsidiaries, nor any of their respective employees, shareholders, officers, directors, successors, representatives, agents and assigns (collectively the "A&K Parties"), owns or operates any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. A&K purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated A&K companies). All such persons and entities are independent contractors. A&K acts as an agent for the Suppliers of Products and accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products, unless recoverable from A&K on the failure of a statutory guarantee under the ACL. A&K makes reasonable enquiries to determine that Suppliers provide appropriate Products, but A&K is not responsible for the Products or their standard.

17.2 Except as the Conditions specifically state, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure.

17.3 There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. The Guest assumes all such risks associated with participating in these trips.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkelling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, white-water rafting, jet boat rides, snowmobiling, primate tracking and any other activity which A&K considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the A&K Parties from any liability whatsoever related thereto.

17.4 Further, as consideration for being permitted to participate in the Activities, to the maximum extent

permitted at law, you release the A&K Parties whether known or unknown, from, and agree not to sue or make claim against the A&K Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the A&K Parties and/or from any defect in equipment. You further agree to indemnify and hold the A&K Parties harmless with respect to any claim made against the A&K Parties by anyone else which (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the A&K Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

17.5 COVID-19 - A&K is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident, delay or irregularity occasioned to the Customer as a result of:

- a) local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- b) any failure of a Customer to comply with local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- c) a Supplier refusing to provide the Products to a Customer on the basis that the Customer has failed to comply with the Supplier's reasonable directions, or local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- d) a Supplier refusing to provide the Products to a Customer on the basis that the Customer has not met the health and safety protocols applied by the Supplier or its authorised agents (including, but not limited to, if the Customer develops or presents with symptoms of COVID-19);
- e) a Customer developing or presenting with symptoms of COVID-19 prior to departure or at any point throughout the Travel Arrangements, and refusing to comply with a reasonable direction by A&K or a Supplier to seek medical care; and
- f) a Customer providing inaccurate or misleading information on its COVID-19 Acknowledgment Form at or before the time of making a Booking.

17.6 Nothing in these Conditions restricts, limits or modifies the Customer's rights or remedies as a consumer against A&K for failure of a statutory guarantee under the ACL.

17.7 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.

17.8 Health Issues - It is the Customer's sole responsibility to a) obtain any vaccinations or take any other health precautions applicable to the country

of travel; b) take all steps reasonably necessary (including, without limitation, the consultation of appropriate medical professionals) to identify whether they have any pre-existing medical conditions or health issues (whether known or unknown) that may preclude, delay, affect or interfere with the Travel Arrangements; and c) notify A&K if the Customer has any pre-existing medical conditions or health issues that may preclude, delay, affect or interfere with the Travel Arrangements.

17.9 Insurance - The Customer must insure themselves for emergency evacuation. A&K strongly recommends that all Customer insure themselves against loss of Deposit, cancellation charges, medical and repatriation expenses, personal injury and accident, death, loss of personal possessions or baggage, and any other foreseeable loss, expense, cost, damage or liability related to the Travel Arrangements. A&K expressly excludes liability to the Customer or any third party for any loss, expense, cost, damage or liability arising from or in any way related to a Customer's failure to obtain suitable travel insurance.

17.10 The Customer acknowledges and accepts that different places, countries, facilities and tour operators may have lower standards of safety, labelling, warnings and precautions. The Customer is responsible for maintaining personal diligence and safety notwithstanding the level of standards. A&K is not liable for any loss, damage, injury or death that could be avoided if the Australian standards were to apply.

18. Travel advisories

18.1 It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the Australian Government's website at smartraveller.gov.au or by phone to 1300 555 135. In the event of an active Travel Advice against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of events like those advised or warned against.

19. Governing Law and Enforceability

19.1 These Conditions are governed by and are to be construed in accordance with the laws of the State of Victoria and Australia.

19.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal of Victoria and Courts entitled to hear appeals from those Courts and Tribunals.

19.3 A&K's failure to enforce any of these Conditions shall not be construed as a waiver of any of A&K's rights. If any Condition is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from the Conditions without affecting the enforceability of the remaining conditions.

20. Amendments

20.1 A&K reserves the right to correct any errors or omission in its published materials and to amend these Conditions at any time as a result of any material

change to legislation or regulations or change to A&K policies. Amended Conditions shall automatically be effective upon being posted by A&K to the website www.abercrombiekent.com.au or by providing Notice to the Customer.

21. Notice

21.1 A notice by the Customer must be in writing, and may be delivered by hand, sent by prepaid mail, sent by facsimile or sent by electronic means such as e-mail to the address or number specified.

21.2 A notice is treated as given to A&K, when:

- a) if hand delivered, when delivered;
- b) if sent by prepaid mail, when received or within 48 hours after posting, whichever is the sooner;
- c) if sent by email or facsimile, on confirmation of successful transmission.