TERMS & CONDITIONS

Antarctica21 (also referred to as ANTARCTICA XXI) is in business to help people realize their dream of visiting pristine and remote destinations, such as Antarctica among other plaßces. Antarctica21 will endeavor and strive to do everything in its reasonable power to make the experience of traveling on its trips a positive and rewarding experience. To this end Antarctica21 strongly advises that all passengers carefully read these Terms and Conditions, as all rights and obligations between Antarctica21 and each passenger will be governed by these as herewith described.

DESCRIPTION OF THE PROGRAM

The program that Antarctica21 is offering to the participants is described in the brochure corresponding to each tour.

GENERAL BOOKING TERMS

The following booking terms will apply in the case of individual bookings; in the case of charters (booking of the entire tour and vessel) and groups specific booking terms can be negotiated and agreed upon by separate contract.

PAYMENT, CANCELLATION AND REFUND POLICIES

The following booking terms will apply in the case of individual bookings; in the case of charters (booking of the entire tour and vessel) and groups specific booking terms can be negotiated and agreed upon by separate contract.

- A deposit shall be paid to confirm a booking made 120 days prior to the departure date or earlier.
- The balance shall be paid no later than 120 days before the departure date.
- If a reservation is made less than 120 days prior to the departure date, the total cost of the tour is due at once.
- The Participation Form duly filled by the passenger must be received by Antarctica21 no later than 90 days prior to the departure date of the tour. In the case of a booking made less than 90 days prior to the departure date, the Participation Form must be received immediately after the confirmation of the reservation by Antarctica21. Once the Participation Form has been submitted, it is the passenger's responsibility to communicate to Antarctica21 any applicable changes or updates to the information provided.

Failure to comply with any of the above requirements entitles Antarctica21 to cancel the booking and withhold return of all payments received. The payment of a deposit or of any payment for a reservation on this tour, and the submission of the Participation Form, shall constitute consent to all the provisions contained herein. With this, the passenger understands and accepts all provisions without restriction, including their consequences, contained in Antarctica21's Terms and Conditions.

The following payment, cancellation and refund policy will apply in the case of individual bookings; in the case of charters (booking of the entire tour and vessel) or group bookings specific payment, cancellation and refund terms can be negotiated and agreed upon by separate contract. In the case of cancellation of a booking, which must be done in writing by the passenger, the following terms will apply:

• Cancellation received up to 210 days prior to departure: there will be a full refund of the deposit received, less a $1,000 USD per person processing fee that will be retained by Antarctica21.
• Cancellation received between 209 and 120 days prior to departure: there will be no refund of the deposit paid.
• Cancellation received between 119 and 90 days prior to departure: there will be a refund of 10% of the amount paid, provided that the final payment has been received.
• Cancellation received between 89 and 60 days prior to departure: there will be a refund of 7.5% of the amount paid, provided that the final payment has been received.
• Cancellation received between 59 and 30 days prior to departure: there will be a refund of 5% of the amount paid, provided that the final payment has been received.
• Cancellation received between 29 and the departure date: there will be no refund whatsoever.

Upon cancellation, the passenger releases the cancelled cabin and all rights over it to Antarctica21.

Antarctica21 reserves the right to cancel a tour prior to the scheduled date of departure for any reason whatsoever. The decision to cancel a tour is within the sole and absolute discretion of Antarctica21. In the event of such a cancellation, all monies received by Antarctica21 from the passenger or the passenger's booking agent for that tour will be refunded, including the deposit mentioned in the General Booking Terms. Antarctica21 shall not be liable for any special or consequential damages, whether known or unknown, direct or indirect, neither for any costs of air tickets, hotels or any other expenses that the passenger may have incurred in or will incur in, under any circumstances whatsoever.

Antarctica21 also reserves the right (in its sole and absolute discretion) to alter or omit any part of the itinerary with due notice to the passengers wherever practicable. Such rescheduling does not constitute a cancellation by Antarctica21. All reasonable efforts will be made by Antarctica21 to ensure that the passenger's travel objectives are met.

Antarctica21's staff, agents and representatives, other than an Officer of Antarctica21, are not entitled to promise refunds for whatever reasons, and Antarctica21 will not be bound by any such oral or written promises.

By booking a shared cabin, the passenger declares to understand and to accept in full the risks of exposure to infectious diseases such as Coronavirus, either suspected or confirmed, that may be carried by the cabin companion(s), whether they are known or unknown persons to the

passenger prior to joining the voyage. The passenger voluntarily accepts all consequences, including but are not limited to, for example, being required to stay in isolation in the cabin together with the cabin companion(s), being required to be evacuated from the vessel together with the cabin companion(s), and any other obligation that would apply to close-contacts of a suspected or confirmed case during an epidemic or pandemic event.

PRICES

The prices of tours are indicated per person in U.S. dollars (USD). Prices quoted are based on tariffs, exchange rates, and fuel prices in effect at time of publication and are subject to change prior to departure. Substantial changes in taxes, tariffs, exchange rates and fuel prices can increase the cost of expedition arrangements significantly. Antarctica21 reserves the right to alter prices or introduce surcharges accordingly, even when payment has already been received in full.

RESPONSIBILITY

Antarctica21 is not responsible for any expenses incurred by the passenger or passenger's booking agents in preparing for the voyage, including, among other expenses, non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other expenses related directly or indirectly to the trip. A tight time-schedule connection with the trips organized by Antarctic21 is unwise. For this reason, Antarctica21 strongly suggests that a flexible air ticket be held for your journey home. In no case will Antarctica21 be responsible for any expense or penalty incurred by the passenger or passenger's booking agents deriving from a change in the start or end date of the tour.

Participants should understand that there are certain known and unknown hazards involved in expedition voyages, which they accept willingly and voluntarily at their own risk at the moment of forwarding the deposit. Antarctica21 will not be liable for any illness, injury or death sustained during a tour, nor will it be liable for any uninsured loss or damage of property of any participant, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of Antarctica21, or those acting as its agents.

Antarctica21 shall not be responsible for any injury to persons (whether or not resulting in death) or damage to property arising out of any act of war, terrorism, insurrection, revolt or other civil or military uprising, pandemics or epidemics, occurring in the countries of origin, destination or passage. Antarctica21 acts only as agent on behalf of shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour, and as such Antarctica21 will exercise every possible care. However, Antarctica21, its subsidiaries and/or associated agents shall not be held responsible for property loss or damage and/or any damages resulting from illness, personal injuries or death that may be sustained by reason of, or while engaged in, any tour whether due to the ownership, maintenance, use, operation or control of any air, sea or land carrier or any other conveyance used in carrying out these tours. Antarctica21 can assume no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a tour under which

the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for whom Antarctica21 acts only as agent. The Passenger Contract in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passage. By accepting Antarctica21's Terms and Conditions, the passenger also accepts without reservation the provisions contained in the Passenger Contract in use by the shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour.

Any restriction, delay, disembarkation, evacuation, quarantines, prohibition, cancellation and/or event or sequence of events that occur at the national or international level, and that are caused, directly or indirectly by epidemic or pandemic events, such as, for example, the Coronavirus, will be considered as a fortuitous event or force majeure for all legal purposes.

Antarctica21 strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In the case of a medical problem arising during the tour, including those related to pre-existing conditions, accidents, or supervening illnesses, whether suspected or confirmed, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. Antarctica21 requires that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility still remains with the passenger and Antarctica21 specifically declines any responsibility whatsoever.
Antarctica21's staff, agents and representatives, other than an Officer of Antarctica21, are not entitled to promise refunds for whatever reasons, and Antarctica21 will not be bound by any such oral or written promises.

INSURANCE
Insurance covering medical problems arising during the tour, including those related to pre-existing conditions, and aero-medical evacuation from any of the areas visited during the voyage, including Antarctica if applicable, is mandatory. This expedition takes place in remote areas that do not have medical facilities. Although the ship has a qualified Physician and a small infirmary, attention aboard is limited to basic care. In case of a major medical emergency, passengers must be evacuated to a healthcare facility on the mainland. As per the above, and due to the high cost involved in evacuation, Antarctica21 strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In the case of a medical problem arising during the tour, including those related to pre-existing conditions, accidents, or supervening illnesses, whether suspected or confirmed, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. Antarctica21 requires that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility remains with the passenger and Antarctica21 specifically declines any responsibility whatsoever.

Additionally, Antarctica21 strongly recommends all passengers to purchase a travel cancellation and interruption insurance as protection against an unforeseen event which may force them to cancel their booking before departure or leave a tour while it is in progress. Antarctica21 also

recommends purchasing insurance to cover risks associated with epidemic or pandemic events, such as Coronavirus, including, but are not limited to, denial of entry into the country or region of embarkation, denial of boarding or the obligation to be evacuated from the vessel following medical recommendation, quarantine requirements on shore or on board the ship, isolation following recommendation by health authorities due to suspected or confirmed infection, and any other plan disruption or complication related to epidemic or pandemic events. In the absence of insurance coverage, the passenger shall bear any financial costs associated with such events.

ITINERARY

Antarctica21 has the duty to advise passengers that all expeditions are subject to constantly changing weather conditions in the visited regions and that the safety and comfort of passengers and crew will never be put at risk by taking actions that may result in a disappointing end to a unique experience.

This is a voyage to a remote part of the world, and Antarctica21 reserves the right to change the itinerary described in the brochure due to weather conditions, availability of anchorages or landing sites, safety of the carrier and human lives, political conditions and other factors beyond Antarctica21's decision and control without consulting the participants. On any flight and/or sea operation, such operation will be carried out exclusively and absolutely according to the judgment of the Captain of the aircraft and/or the vessel, whose decision will be definite and will not be questioned by any party. It is understood that such decisions will be made in the best interests of all the passengers and with regard to the safety of the vessel and the aircraft. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes. If a flight included in the trip cannot take place due to unfavorable weather conditions or to any other reason that prevents the operation of the flight, either at point of origin and/or destination, Antarctica21 will apply the Contingency Plan corresponding to each voyage.

MEAN OF CONVEYANCE, ACCOMMODATION, INFRASTRUCTURE, AND SERVICES

Keeping in mind that safety is the paramount concern, Antarctica21 will make all reasonable efforts to carry out the itinerary detailed in the brochure corresponding to each tour by using the means of conveyance, accommodation, infrastructure, and services arranged to this end. However, Antarctica21 reserves the right to use substitute means of conveyance, accommodation, infrastructure, and/or services in the case of unfavorable conditions or other factors that Antarctica21 considers convenient, either at point of origin and/or transit and/or destination.

The use of substitute means of conveyance, accommodation, infrastructure, and/or services will be carried out exclusively and absolutely according to Antarctica21's judgment. It is understood that such decision will be made to ensure the safety of air, land and sea operations, accomplishing the itinerary of each tour, maintaining standards of service similar to the ones originally arranged, and in the best interests of all the passengers.

Participants have no right to any refund or other considerations in the event of using substitute means of conveyance, accommodation, infrastructure, and/or services.

ADMITTANCE

These tours are intended for persons in reasonably good health. By forwarding the deposit the passenger declares that he/she understands and accepts Antarctica21's admittance policy and does not have any physical or mental conditions or other condition or disability that can create a hazard to himself/herself or other participants. Admission to a trip organized by Antarctica21 is subject to the completion of a trip participation form, as established above in the General Booking Terms. By submitting the Participation Form to Antarctica21, the passenger:

- Understands and accepts the requirements contained in the Participation Form and declares under his/her sole and unique responsibility that the information delivered in the form is true, complete, and updated to the time of travel.
- Declares that he/she complies with all sanitary requirements that may be necessary to visit the destinations included in the journey.
- Declares that he/she is fit and fully able to participate in the voyage. Specifically, the passenger declares that he/she is A) fully mobile, capable of moving without the aid of any supports or devices; B) of sound mind and able to make rational decisions; C) able to take care of himself/herself during the voyage and will not be an obstacle for the enjoyment of the trip for all other passengers.
- Accepts that the expedition will take him/her to remote areas without sophisticated medical facilities and understands that medical attention during the trip is limited to basic care, and that an emergency evacuation may be delayed.
- Undertakes to ensure that for the duration of the tour, including possible delays and postponements he/she will carry any and all necessary medications, and in sufficient quantity, to prevent, counter, or remedy any effects on his/her health that could be caused by his/her medical condition.
- Understands and accepts that Antarctica21 and its providers cannot, and will not, be held responsible or liable for any possible direct or indirect consequences related to his/her health condition during or after the program, including but not limited to any food, beverage, ingredient, or any other substance that could cause a direct or indirect allergic reaction.
- Understands and accepts Antarctica21's policy regarding the acceptance of pregnant women on expedition voyages to remote destinations, such as Antarctica, as presented in the Participation Form, including Antarctica21's right to deny or limit participation should any information regarding a pregnancy be omitted in full or in part.
- Accepts that Antarctica21 reserves the right to request additional information regarding his/her health, physical suitability and compliance with sanitary requirements, such as vaccinations, in order to evaluate his/her admission to the journey.

Antarctica21 welcomes on its air-cruises children 8 years of age and older, and on its sea voyages children 12 years of age and older, provided that they comply with the requirements applicable to all passengers and that an adult taking full responsibility of the minor accompanies them. Antarctica21 reserves the right to modify the age reference of the children it welcomes on its air-cruises and sea voyages based on an evaluation of weight and height.

Regardless of the above, Antarctica21 reserves the right to exclude a passenger from part or all of the tour, should the passenger be considered by Antarctica21 to be not physically able or prepared or the passenger's health condition, suspected or confirmed, is not considered suitable to participate safely. Antarctica21's decision to deny or interrupt the passenger's participation in any expedition will be made at its sole and absolute discretion. Should a passenger's application for participation in a tour be justifiably declined by Antarctica21 prior to the scheduled date of departure of the tour, Antarctica21 will refund all payments received from the client less an administrative fee equivalent to 75% of the Deposit paid only if the Participation Form is received by Antarctica21 at least 90 days prior to the departure date, and this will be the limit of Antarctica21's liability. Any costs related with a denial or interruption of participation will be exclusively at passenger's charge. Antarctica21 shall not be liable for any special or consequential damages, whether known or unknown, direct or indirect, under any circumstances whatsoever.

During the trip, Antarctica21's leaders and guides will do their utmost to ensure that any problems or unexpected event are solved for the benefit of the group and the voyage as a whole. Passengers accept Antarctica21's authority (whether it be a Captain, Expedition Leader, Operations Manager or Field Guide) to make decisions affecting the group or individuals. For instance, an individual may be denied participation in a tour, or his/her participation in certain activities may be denied or restricted by an Antarctica21 leader, if that individual's health or state is at risk, if an illegal act is committed, or if his/her behavior becomes detrimental to the safety, enjoyment or wellbeing of the group. Should an Antarctica21 leader take such action, that person would not be entitled to any refund whatsoever. If the disturbing behavior or damage (as described above) should occur, all costs resulting from this shall be charged exclusively to the passenger.

OPTIONAL ADVENTURE ACTIVITIES

Antarctica21 offers optional adventure activities during some of its voyages. Considering that environmental conditions are changeable and unpredictable during a voyage, Antarctica21 cannot guarantee that the experience will take place as described in its promotional material or that it will take place at any specific location along the itinerary.

To take part in an optional adventure activity, participants must be able to understand English and must follow the instructions of the guide in charge. Participants who cannot understand the instructions must inform the guide in charge right away. At his or her discretion and for any reason whatsoever, the guide in charge can deny or interrupt an individual's participation in the activity. If participation is denied, Antarctica21 will refund the participant's money paid for the activity, without further obligation.

The group will meet with the guide in charge at the beginning of each outing for a briefing session. Before starting the activity, participants must perform a safety check to ensure that all assigned equipment is in good working order.

When considering participation in an optional adventure activity, before starting the voyage participants are expected to undergo a medical check-up to ensure they are fit to participate in the activity. It will be Antarctica21's assumption that participants have done so and that they will be advised against participation in an adventure activity should there be any health concerns. For safety reasons, the guide in charge of the activity may ask participants to perform a trial to test their skills and fitness level.

Like with all physical activities, when taking part in an optional adventure activity there is potential risk of personal injury. In signing up for an optional adventure activity, participants expressly assume the risks associated with the activity and release Antarctica21 and its representatives from liability and waive all claims. Participants in optional adventure activities must ensure that their travel insurance policy covers the activity.

SPECIFIC TERMS FOR SEA KAYAKING

Sea kayaking is offered as a program including several outings during a journey. With safety in mind, Antarctica21 will strive to offer participants as many excursions as the weather and sea conditions will allow. If Antarctica21 is unable to provide participants with any excursion due to weather and sea conditions, or other reasons, Antarctica21 will refund in full the money paid for the program. If Antarctica21 is able to provide at least one excursion, no refund, partial or otherwise, of the money paid for the activity will be made.

The sea kayaking program offered by Antarctica21 is a group experience under the leadership and responsibility of an experienced Kayak Master. Participants will not be allowed to leave the ship on independent excursions, and only participants who are part of the group from the start of the program can take part in the activity. Participants who wish to skip an excursion, are welcome to do so. However, the assigned equipment and place in the group cannot be used by another person.

To take part in the kayaking program participants must have previous kayaking experience using a sea kayak with a spray skirt. They must also have experience with an emergency wet exit. The minimum age for participation is 15 years.

SPECIFIC TERMS FOR HIKING AND SNOWSHOEING

Hiking and snowshoeing is offered as a one-off outing during a journey, on a group basis. To take part in a hiking and snowshoeing excursion, participants do not need previous experience. However, hiking or snowshoeing can be a strenuous activity so the participant's level of physical fitness should be good. The minimum age for participation is 15 years.

CONTINGENCY PLAN FOR VOYAGES THAT INCLUDE AN ANTARCTIC FLIGHT

Flights to and from Antarctica operate based on weather conditions and operational requirements. A Contingency Plan is in place for those cases when the flight to or from Antarctica cannot take place according to the planned itinerary.

- Contingency Plan for Antarctica Express and Classic Antarctica Air-Cruises starting with an outbound flight to Antarctica

In some cases, it may be necessary to move forward the date of the Antarctic flight to the afternoon or evening of Day 1 of the itinerary. This will result in early departure and early arrival in Antarctica.
If the flight to Antarctica cannot take place in Day 2 according to the itinerary, every effort will be made to transport passengers to Antarctica on Day 3 and up until 2 PM on Day 4 of the itinerary, taking into consideration the weather conditions, the safety of guests and the aircraft, and operational requirements in Antarctica. During this period of standby, guided tours to sites of historic and wildlife interest or other services are provided based on the circumstances. Meals as well as accommodation are included. If by 2 PM of Day 4 of the itinerary Antarctica21 is not be able to transport passengers to Antarctica, the trip will be interrupted. Accommodation with breakfast will be provided, and no other services or meals will be included. Based on the original booking channel, Antarctica21 or, if applicable, the traveler's booking agent, will refund to each passenger 100% the cruise fare paid for the air-cruise. Group airport transfers are provided on Day 5, and no other services or meals are included. Refunding, if applicable, will take place as soon as possible through the same channel used for booking and will release Antarctica21 from any further liability.

- Contingency Plan for Polar Circle Air-Cruises starting with an outbound flight to Antarctica

In some cases, it may be necessary to move forward the date of the Antarctic flight to the afternoon or evening of Day 1 of the itinerary. This will result in early departure and early arrival in Antarctica.
If the flight to Antarctica cannot take place in Day 2 according to the itinerary, every effort will be made to transport passengers to Antarctica on Day 3 and 4 and up until 2 PM on Day 5 of the itinerary, taking into consideration the weather conditions, the safety of guests and the aircraft, and operational requirements in Antarctica. During this period of standby, guided tours to sites of historic and wildlife interest or other services are provided based on the circumstances. Meals as well as accommodation are included. If by 2 PM of Day 5 of the itinerary Antarctica21 is not be able to transport passengers to Antarctica, the trip will be interrupted. Accommodation with breakfast will be provided, and no other services or meals will be included. Based on the original booking channel, Antarctica21 or, if applicable, the traveler's booking agent, will refund to each passenger 100% the cruise fare paid for the air-cruise. Group airport transfers are provided on Day 6, and no other services or meals are included. Refunding, if applicable, will take place as soon as possible through the same channel used for booking and will release Antarctica21 from any further liability.

- Contingency Plan for Antarctica & South Georgia Air-Cruises starting with an outbound flight to Antarctica

In some cases, it may be necessary to move forward the date of the Antarctic flight to the afternoon or evening of Day 1 of the itinerary. This will result in early departure and early arrival in Antarctica.
If the flight to Antarctica cannot take place in Day 2 according to the itinerary, every effort will be made to transport passengers to Antarctica on Day 3, 4 and 5 and up until 2 PM on Day 6 of the itinerary, taking into consideration the weather conditions, the safety of guests and the aircraft, and operational requirements in Antarctica. During this period of standby, guided tours to sites of historic and wildlife interest or other services are provided based on the circumstances. Meals as well as accommodation are included. If by 2 PM of Day 6 of the itinerary Antarctica21 is not be able to transport passengers to Antarctica, the trip will be interrupted. Accommodation with breakfast will be provided, and no other services or meals will be included. Based on the original booking channel, Antarctica21 or, if applicable, the traveler's booking agent, will refund to each passenger 100% the cruise fare paid for the air-cruise. Group airport transfers are provided on Day 7, and no other services or meals are included. Refunding, if applicable, will take place as soon as possible through the same channel used for booking and will release Antarctica21 from any further liability.

- Contingency Plan for air-cruises ending with a return flight from Antarctica
In case the return flight from Antarctica must be moved forward, passengers will disembark the ship and fly out of Antarctica up to one day earlier than indicated in the itinerary. On arrival, accommodation will be provided, and all other inclusions will remain per the original itinerary. In the case the return flight from Antarctica is delayed, passengers on board the ship will continue cruising to nearby places until the flight out of Antarctica is authorized. In the unlikely event that the delay exceeds 2 days, and the weather forecast or operational requirements indicate the impossibility to fly for several more days, for safety reason the captain of the vessel may decide to sail back to South America. Full board and all excursions are included. Upon arrival, the trip will end at the airport. No refund will be extended for any reason whatsoever.

BAGGAGE
The passenger's baggage, including all his/her belongings, is under his/ her sole and exclusive care and responsibility. The passenger accepts that Antarctica21 shall have no liability for loss or damage howsoever caused. Antarctica21 strongly recommends to passengers to obtain insurance for all baggage and other personal property.

The passenger is not allowed to transport, nor bring or have aboard any firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port or airport to be visited, or any other item that is not admitted by the Passenger Contract of shipping and transport companies, airlines, hotels, and other suppliers providing services that are included in the tour.

On the flights to and from Antarctica, the maximum baggage allowance for each passenger, including hand luggage, is indicated in the brochure related to the voyage. Baggage exceeding the maximum weight will be refused on board the aircraft and will not be allowed. Excess baggage allowance cannot be purchased. For Antarctic Air-Cruises starting and ending in the

same location, excess luggage will be kept in custody at the point of departure and will be returned to passengers upon their return from Antarctica.

USE OF PERSONAL EQUIPMENT

Antarctica21 does not allow the use of motorized or naturally powered equipment by passengers during its expeditions. This includes the use of unmanned aerial vehicles (drones), radio- controlled surface and/or underwater vehicles, kites, and all types of equipment that could result in contamination of the environment of the visited region or harm to its wildlife.

USE OF PERSONAL DATA

Passengers' personal data collected by Antarctica21 are used exclusively to provide the services of the tour booked, and to manage the passenger's security, safety, and well-being during the tour. As necessary, data will be shared with third party service providers, such as transportation, accommodation, and insurance providers, who collaborate with Antarctica21 on the delivery of the tour. Data will also be shared with authorities as required by law, applicable regulation, or court orders.

PHOTOGRAPHY AND VIDEO

Passengers extend Antarctica21 permission to take their photograph and video during the voyage and authorize Antarctica21 to make use of such photographs and video for promotional purposes and to illustrate the trips organized by the company. Passengers who do not wish to be photographed or videotaped during the voyage must inform Antarctica21 in writing, prior to the voyage. Antarctica21 will not be held responsible for the usage of photographs and/or videos taken by third parties during the tour.

LAW AND JURISDICTION

This Agreement, its interpretation, and any dispute hereunder shall be governed by and construed in accordance with the laws and the jurisdiction of the Republic of Chile, with the only exception of the maritime cruise, which is ruled by specific provisions contained in the Cruise Contract. In case of any dispute, the Terms and Conditions text featured in Antarctica21's Spanish language brochure is applicable. Antarctica21's Spanish language brochure is available through the passenger's booking agent and from Antarctica21's website.