

Antarctica Booking Conditions

The following booking terms will apply in case of a regular booking, both for individuals and groups; in case of a charter (booking of the entire tour and vessel) specific booking terms can be negotiated and agreed upon.

- A Booking Fee shall be paid to confirm a booking made 120 days prior to the departure date or earlier.
- The total amount of the cost shall be paid no later than 120 days before the date departure.
- If a reservation is made after 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 ANTARCTICA XXI no later than 120 days prior to the departure date of the tour. In case of a booking made after 120 days prior to the departure date, the Participation Form must be received immediately after the confirmation of the reservation by ANTARCTICA XXI.

Failure to comply with any of the above requirements entitles ANTARCTICA XXI to cancel the booking and withhold return of all payments received. The payment of the Booking Fee or a deposit of any part or full 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 ANTARCTICA XXI's Terms and Conditions.

Payment, cancellation and refund policies

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

- Cancellation received up to 120 days prior to departure: there will be a full refund of the program cost less 75% of the Booking Fee.
- Cancellation received between 119 days and up to 90 days prior to departure: there will be a refund of 50% of the total cost of the tour (per person).
- Cancellation received between 89 days prior to departure and departure date: there will be no refund whatsoever.

ANTARCTICA XXI 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 ANTARCTICA XXI. In the event of such a cancellation, all monies received by ANTARCTICA XXI from the passenger or the passenger's booking agent for that tour will be refunded, including the Booking Fee mentioned in the General Booking Terms. ANTARCTICA XXI shall not be liable for any special or consequential damages, whether known or unknown, neither for any costs of air ticket, hotel or similar expenses that the passenger may have incurred in or will incur in, under any circumstances whatsoever.

ANTARCTICA XXI reserves the right (in its sole and absolute discretion) to reschedule the departure and return of any tour at any time, without prior notification and no further obligation. ANTARCTICA XXI 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 ANTARCTICA XXI. All reasonable efforts will be made by ANTARCTICA XXI to ensure that the passenger's travel objectives are met. ANTARCTICA XXI 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.

Prices

The prices of tours are indicated 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. ANTARCTICA XXI reserves the right to alter prices or introduce surcharges accordingly, even when payment has already been received in full.

Responsibility

ANTARCTICA XXI is not responsible for any expenses incurred by the passenger or passenger's booking agents in preparing for the voyage, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other voyage related expenses. A tight time-schedule connection with an Antarctic voyage is unwise. For this reason, ANTARCTICA XXI strongly suggests that a flexible air ticket be held for your journey home. In no case is ANTARCTICA XXI responsible for any expense or penalty incurred by the passenger or passenger's booking agents deriving from a change in the ending date of the Travel Program.

Participants should understand that there are certain known and unknown hazards involved in Antarctic voyages, which they accept willingly and voluntarily at their own risk at the moment of forwarding the Booking Fee. ANTARCTICA XXI will not be liable for any illness, injury or death sustained during an 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 ANTARCTICA XXI, or acting as its agents.

ANTARCTICA XXI 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 occurring in the countries of origin, destination or passage. ANTARCTICA XXI 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 ANTARCTICA XXI will exercise every possible care. However ANTARCTICA XXI, 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 on, 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. ANTARCTICA XXI 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 ANTARCTICA XXI 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 ANTARTICA XXI'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 Travel Program.

ANTARCTICA XXI strongly urges participants to check with their insurance agent to make sure that they are adequately covered for all eventualities. In case of a medical problem arising during the tour, which results in costs for evacuation or repatriation, the responsibility for payment of these costs belongs solely to the passenger. ANTARCTICA XXI strongly advises that passengers ensure that such eventualities are covered by travel insurance. If not covered by travel insurance, the responsibility still remains with the passenger and ANTARCTICA XXI specifically declines any responsibility whatsoever.

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

Itinerary

ANTARCTICA XXI has the duty to advise you that all operations carried out in the Antarctic territory are subject to constantly changing weather conditions 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 ANTARCTICA XXI reserves the right to change the itinerary described in the Travel Program due to weather conditions, availability of anchorages or landing sites, safety of the carrier and human lives, political conditions and other factors beyond ANTARCTICA XXI's control without consulting the participants. On any flight (to or from Antarctica), or in any sea operation, such operations will be carried out exclusively and absolutely according to the judgment of the Captain of the aircraft 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. In case that the flight to or from Antarctica cannot take place due to unfavourable weather conditions either at point of origin and/or destination, ANTARCTICA XXI 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, ANTARCTICA XXI will make all efforts to carry out the itinerary detailed in the Travel Program corresponding to each tour by using the means of conveyance, accommodation, infrastructure, and services foreseen to this end. However, ANTARCTICA XXI reserves the right to use substitute means of conveyance, accommodation, infrastructure, and/or services in case of unfavourable conditions or other factors that ANTARCTICA XXI 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 ANTARCTICA XXI's judgment. It is understood that such decision will be made with regard to ensuring the safety of air, land and sea operations, accomplishing the Travel Program foreseen for each tour, maintaining standards of service similar to the ones originally foreseen, 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 Booking Fee, the passenger certifies that he/she does not have any physical or mental conditions or other condition or disability that can create a hazard to he/herself or other passengers. By submitting the Participation Form to ANTARCTICA XXI, the passenger declares under his/her sole and unique responsibility that the information contained in the form is true and complete, that he/ she is fit and fully able to participate in the voyage, is 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. Regardless of this, ANTARCTICA XXI reserves the right to exclude a passenger from part or all of the tour, should the passenger be considered by ANTARCTICA XXI to be not physically able or prepared to participate safely. Should a passenger's application for participation in a tour be justifiably declined by ANTARCTICA XXI prior to the scheduled date of departure of the tour, ANTARCTICA XXI will refund all payments received from the client less an administrative fee equivalent to 75% of the Booking Fee mentioned in the General Booking Terms only if the Participation Form is received by ANTARCTICA XXI at least 120 days prior to the departure date, and this will be the limit of ANTARCTICA XXI's liability. ANTARCTICA XXI shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whatsoever. ANTARCTICA XXI's decision to decline a passenger's participation in any tour shall be taken in its sole and absolute discretion.

ANTARCTICA XXI's leaders and guides will do their utmost to ensure that any problems are solved for the benefit of the group and the voyage as a whole. Passengers accept ANTARCTICA XXI's authority (whether it be a Captain, Expedition Leader, Operations Manager or Field Guide) to make decisions affecting the group or individuals. For instance, such leader may require an individual to leave the group and/or to be excluded from (continuation of) the tour (components) if he/she believes that person's health is at risk, if an illegal act is committed, or their behaviour becomes detrimental to the safety, enjoyment or wellbeing of the group. Should an ANTARCTICA XXI leader take such action, that person would not be entitled to any refund whatsoever. If the disturbing behaviour or damage (as described above) should occur, all costs resulting from this shall be charged to the passenger.

Baggage allowance

Passenger's baggage, including all his/her belongings, is under his/her sole and exclusive care and responsibility. The passenger accepts that ANTARCTICA XXI shall have no liability for loss or damage howsoever caused, even if by the negligence of the company. ANTARCTICA XXI strongly recommends to passengers to obtain insurance for all baggage and other personal property.

The passenger is not allowed to transport, not bring or have aboard any firearms, flammable, inflammable 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 20 kg. Baggage exceeding the maximum weight will be refused on board the aircraft and will not be allowed even by paying an excess baggage fee. For Air-Cruises starting in Punta Arenas, exceeding luggage will be kept in custody by ANTARCTICA XXI and will be returned to passengers upon their return from Antarctica.

Use of personal equipment

ANTARCTICA XXI 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 underwater vehicles, kites, and all types of equipment that could result in contamination of the Antarctica environment or harm to its wildlife.

Use of personal data

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

Photography and video

Passengers extend ANTARCTICA XXI permission to take their photograph and video during the voyage and release all rights over those images. Passengers authorize ANTARCTICA XXI to make use of such photographs and video without any restriction whatsoever, including for promotional and other purposes. Passengers who do not wish to be photographed or videotaped during the voyage must inform ANTARCTICA XXI in writing, prior to the voyage.

I have read, understood and agree to the above booking conditions

Name:

Signature:

Date: