

POLAR STAR EXPEDITIONS

(PSE) – 2009-10 (excludes WAI duplicate information)

General Terms and Conditions:

These General Terms and Conditions are applicable to all passengers on tours operated by Karlsen Shipping Company Limited c.o.b. as **Polar Star Expeditions (PSE)** and passengers travelling on such tours agree to be bound thereby. Passengers traveling onboard the *M/V Polar Star* on tours offered by other tour operators and agents also agree to be bound by these terms and conditions. These terms and conditions are not applicable when the *M/V Polar Star* is on charter by PSE to another tour operator, in which case PSE's General Terms and Conditions (Charters), which are separately available from PSE, apply in lieu hereof.

- a) PSE is the operator of *M/V Polar Star* under the terms and conditions as set out herein.
- b) All passengers are bound by the terms and conditions set out by PSE and if a passenger in addition to him/herself also lists one or more persons on one reservation form, such passenger is automatically personally responsible for all obligations of such persons under these terms and conditions and warrants his/her authority to bind such persons to these terms and conditions as agent therefore.
- d) Passenger must provide completed reservation and medical forms at time of confirmed booking. Ticket is not transferable by passenger to another person.
- e) PSE reserves the right to raise the agreed price (on the grounds of among other things, unforeseeable increases of e.g. exchange rates, duties, taxes, port fees and fuel prices) if considered necessary by PSE. PSE will inform passengers, tour operators or agents at least 30 days prior to departure.
- f) PSE operates the *M/V Polar Star* under time charter from its owner, Karlsen Shipping Norway A/S (Karlsen) and acts as agent on behalf of Karlsen only in procuring the protections afforded to Karlsen in these terms and conditions. PSE acts only as agents on behalf of other shipping and transport companies, hotels, and others supplying services included in the program, and is not liable for circumstances affecting those parties or for delays or loss, personal injury, property damage, or costs which may occur due to any act, omission, negligence or breach of contract on the part of a supplier, its employees, or others, not under the direct control of PSE, or other failures incurred by circumstances beyond PSE's control.
- h) Neither PSE nor Karlsen is liable for personal injury, death, property damages, delays, or any loss that does not arise out of its negligence or that of its crew, servants, employees, or agents. Neither PSE nor Karlsen is under any circumstances, including negligence on its part, liable for any consequential damage or for costs or penalties associated with passengers' air transport.
- j) PSE reserves the right to cancel any departure due to insufficient reservations up to four weeks before the date of departure. (Passenger may be offered alternative cruise dates.) PSE also reserves the right to cancel any departure up until the date of that departure due to force majeure or other circumstances beyond the control of PSE that prevent the operation of the tour. In such event, the amount payable by PSE is limited to providing refund of the full amount the passenger has paid to PSE. Neither PSE nor Karlsen nor its agents is responsible for costs or penalties related to air transport or other services that are cancelled.
- k) Neither PSE nor Karlsen is liable for failure to provide the services or accommodations offered to the extent that such services or

accommodations cannot be provided due to force majeure or other circumstances beyond its control.

- l) PSE expressly reserves its right to change the date or place of departure or conclusion of the tour or stops within the tour or to omit, substitute or reschedule any scheduled port or shore excursion, and to change or shorten itineraries, without prior notice and for any reason whatsoever, whether before or after the tour has departed, all without any liability on the part of PSE or Karlsen.
- m) Unauthorized disembarkation by a passenger is completely at the passenger's own risk and expense. If a passenger misses any scheduled sailing of the Vessel from any port or place, including any stopover, neither PSE nor Karlsen shall be liable for any costs, expenses or damages incurred by the passenger as a result of his/her action and no refund of fare shall be granted.
- n) PSE conducts its operation so as to maintain high levels of safety and security. This does not excuse passengers from assuming responsibility themselves for the avoidance of dangerous situations while traveling, and all passengers are expected to ensure that they do not pose a safety risk either to themselves or to others. Due to new security regulations, passengers must agree to comply with security screening including a request for random check of luggage and/or person when embarking and/or disembarking.
- o) The passengers must comply with the regulations and instructions given by the expedition staff and/or Master (Captain) on behalf of PSE. PSE reserves the right, at any time, to refuse to accept or to retain as a passenger of any tour, or parts of it, a person considered a health or safety liability or who behaves in such a way that he/she is a nuisance to the other passengers on the trip. Passengers that are asked to leave a program will be solely responsible for the associated costs. Furthermore, the passenger is 100% liable for damage (to self, other passengers, ship, staff or other) caused by improper behavior.
- p) These tours/expeditions are intended for persons in reasonably good health. By making a reservation, the passenger confirms that they do not have any physical/medical conditions or disabilities that would create a hazard for his/herself or other passengers. PSE reserves the right to exclude passenger from part or all of the tour should the passenger be considered by PSE staff to be not physically able or prepared to participate safely.
- q) If requested by PSE, the passenger must also have in his/her possession before boarding, a physician's certificate certifying they are physically fit and capable to undertake and complete the trip and must notify PSE in writing as soon as possible about any allergies, illnesses, disabilities or pregnancies, or any other conditions for which the passenger may require medical or special attention during the cruise. Passengers must have an adequate supply of all personal medicines and medical supplies needed, as they may not be available onboard the vessel.
- r) Onboard medical personnel (doctor) are independent contractors and work directly for the passenger. Any medical services are provided at the posted rates to be paid by the passenger. Treatment is at passenger's own risk, without any liability on the part of PSE or Karlsen, and if passenger is unable to request it, the passenger hereby consents to such treatment and payment of costs incurred prior to disembarkation.
- s) Prior to boarding, each passenger must pay the full fare, arrive 2 hours before scheduled sailing, have in possession confirmation of participation/ticket, a valid passport, all

necessary visas, completed medical form, a medical card showing all necessary vaccinations and inoculations and all other papers necessary for scheduled ports of call and disembarkation. Passenger must complete all examinations needed to prove physical and mental health required to undertake and complete the trip.

- t) Passengers should mark each piece of luggage and carry-on with their full name and address, name of vessel (*M/V Polar Star*), cabin number and place and date of embarkation. Passengers are not permitted to bring or have onboard any pets or animals, firearms, flammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited.
- u) In the case of passenger detention by authorities or refusal of permission to land, passenger shall bear all risks and additional expenses incurred.
- w) PSE maintains liability insurance as an operator of these programs, including full P&I insurance for the *M/V Polar Star*. As a requirement of participation on any PSE program, all passengers must purchase full medical and emergency evacuation insurance for the specific areas they will be visiting. The minimum coverage requirement is US\$50,000 for all PSE programs. It is the responsibility of the passenger to check with their insurance provider to ensure they have adequate coverage within their own policy for the specific areas they will be visiting. The policy provider, policy number and contact phone number must be provided to PSE prior to departure date. PSE strongly recommends that all passengers purchase comprehensive travel insurance which would include coverage for cancellation, trip disruption, baggage and personal property.
- x) All claims or actions against PSE or Karlsen shall be brought in the Supreme Court of Nova Scotia or the Federal Court of Canada and shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. For greater certainty, all such claims or actions shall be governed by the provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended by the Protocol of 1990, and by the provisions of the Convention on Limitation of Liability for Maritime Claims, 1976, as amended by the Protocol of 1996, and such provisions are deemed incorporated into these Terms and Conditions.
- y) Exact implementation of itineraries is weather (and ice) dependent and subject to change. The captain and expedition leader will set the daily sailing plan with the goals to maximize the experience and ensure safety.
- aa) Passengers who participate in tours, whether operated by PSE or other tour operators or agents, agree that any photographs, that include their person, may be used by PSE and its associates for promotional purposes. Passengers may not charge for their appearance in any photographs.

Effective May 9, 2008