

Quark's Expedition Terms and Conditions

VALID FOR ARCTIC 2018, ARCTIC 2019, ANTARCTICA 2018/19 AND ANTARCTICA 2019/20

IMPORTANT EXPEDITION TERMS AND CONDITIONS. TRIP PARTICIPANTS READ CAREFULLY.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY QUARK EXPEDITIONS, INC TO, AND ACCEPTED BY, YOU, THE TRIP PARTICIPANT, SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW. EACH TRIP PARTICIPANT SHOULD CAREFULLY REVIEW THIS CONTRACT.

IMPORTANT NOTICE: THE ATTENTION OF TRIP PARTICIPANTS IS SPECIALLY DIRECTED TO PARAGRAPHS 22 THROUGH 33 WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF TRIP PARTICIPANTS WHO ASSERT CLAIMS AGAINST QUARK EXPEDITIONS, INC., THE VESSEL/CAMP/LODGE, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION CLAUSE, CLASS ACTION WAIVER, LIMITATION OF LIABILITY AND TIME LIMITATION PROVISIONS.

Terms & Conditions of Sale

The purchase of any travel services offered by Quark Expeditions, Inc. (along with its affiliates, owners, officers, agents and employees collectively referred to as "Quark Expeditions," "Quark" or "QEI") creates a contractual relationship between QEI and you, the customer/participant in the travel package provided by QEI (for and on behalf of yourself and all other customers/participants for whom you are purchasing the travel package, herein referred to as the "traveler", "passenger", "participant", "you" or "your), and represents your acceptance of the terms and conditions of your travel package set out below (the "Terms and Conditions"). Please read the following information carefully. In order for your tour reservation to be completed, you must indicate you accept the Terms and Conditions by checking the appropriate box when paying your deposit for online reservations or, for reservations made by telephone, by signing and returning the **Expedition Terms and Conditions** sent to you by Quark. You are advised to check on the Quark website located at www.quarkexpeditions.com or to request the latest version of the Terms and Conditions from Quark prior to booking your travel package.

FOR BARNEO ICE CAMP PASSENGERS ONLY: Due to the nature of the expedition, in addition to this expedition ticket contract, passengers who purchase the Barneo Ice Camp expedition will be required to sign and submit a separate waiver, different terms, and a release form. To the extent there are any inconsistencies between the terms of this expedition contract and the supplemental waiver, the terms of this expedition ticket contract shall prevail and supersede the supplemental waiver.

1.0 Reservations and Payment

Currency

Quark Expeditions accepts payment in 4 currencies US dollars (US\$), Australian Dollars (AU\$), Euros (€) and Pounds Sterling (£). The currency will be applied based on the location of the client. Once the initial deposit/payment has been paid, all subsequent fees/charges will be applied in the same currency. Quark reserves the right to adjust prices based on exchange rates without notice.

Reservations by Telephone

Deposits: To confirm reservations on all Quark products, a deposit of 20% (unless indicated otherwise at time of booking) of the gross, non-discounted rate (minimum US\$1000, AU\$1000, £650, €800 per person) is required at time of booking. The deposit may be paid by bank wire transfer, check, money order or major credit card. For any booking within 120 days of departure full payment is required. Deposit amounts may vary for special promotions and are subject to the promotion terms and conditions.

Booking Online

Deposits: To confirm reservations on all Quark products a deposit of 20% (unless indicated otherwise at time of booking) of the gross, non-discounted rate (minimum US\$1000, AU\$1300, £650, €880 per person) is required at time of booking. The deposit must be paid by major credit card. For any bookings within 120 days of departure full payment is required.

Final Payments: Balances are due 120 days prior to departure. Final payment can be made by calling Quark Expeditions (final payment cannot be made online) and may be paid by major credit card, bank wire or check. Deposits and payments for pre-expedition and post-expedition services are specific to each item and are explained and communicated at time of purchase.

Late payments: All late payments are subject to a penalty of 1.5% interest per month, or 18% per annum. Quark reserves the right to cancel any booking that is not paid within 120 days of departure or deny boarding on any unpaid balances.

Special requests

Quark Expeditions will always try to accommodate special requests, but will not guarantee such things as cabin/lodge room number, bedding type, special meals and airline seats. Please ensure all special requests are conveyed to your booking agent at time of reservation.

2.0 Emergency Evacuation Insurance and Travel Insurance

Due to the remoteness of where we travel, an adequate medical facility could be 72 hours away or more, and emergency evacuation and adequate medical treatment may be delayed or unavailable in certain areas.

2.1 Emergency Evacuation Coverage - Complimentary for all Quark guests

Emergency evacuation insurance, to a maximum benefit per paying traveler of US\$500,000, is included complimentary in the cost of all Quark Expeditions trips. Included coverage is applicable only to travel occurring between the first and last day of the expedition purchased from Quark Expeditions. Additional days of travel prior to the expedition and/or after the expedition, including pre- and post-

packages/hotels/flights, purchased from Quark Expeditions or from suppliers other than Quark Expeditions are not covered by the included emergency evacuation insurance.

2.1.1 Comprehensive Travel Insurance

Quark Expeditions highly recommends that you and all members of your party have comprehensive travel insurance coverage. Due to the remoteness of the areas in which we travel, travelers should have a minimum US\$50,000 (or equivalent) of emergency medical coverage. Quark Expeditions requires that you have adequate medical coverage prior to embarkation. The travel insurance policy should also cover trip cancellation insurance, trip delay, interruption or after departure coverage, baggage and repatriation. Quark Expeditions will not be held responsible for delays due to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel/camp; seizure of the vessel/camp under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond Quark's or the vessel/camp owner's responsibility or control. Any additional costs accrued will be the responsibility of the traveler.

Please ask your Polar Travel Adviser about **Tripmate Tour and Cruise Travel Protection** for US and Non-US residents or book your travel insurance at <http://www.quarkexpeditions.com/travel-insurance>.

3.0 Cancellations and Refunds

Cancellation fees apply to the entire expedition booking, including expedition fare, air add-ons, ground transfers, pre- and post-expedition hotel and tour packages. If any non-expedition components are canceled, you will be responsible for any cancellation fees imposed by the airlines, other transportation carriers, other tour and ground operators, and other hotel properties. You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to the method of payment you used at the time of booking or your travel agent and you must receive your refund directly from these sources. Guests who cancel in writing as set forth below within the dates shown below for any reason, including medical or family reasons, are subject to the following per-person cancellation fees, as applicable:

You hereby agree that losses sustained by Quark Expeditions in the event of your cancellation would be very difficult or impossible to quantify and that the fees set forth in the below cancellation schedule represent a fair and reasonable assessment as liquidated damages. Since a cancellation likely means a diminished opportunity to sell the same space on other cruises or trips, the cancellation fees below apply regardless of a name change or stateroom resale.

All requests for cancellation must be received in writing. Cancellations cannot be made online. Cancellations received 180 days or more prior to departure, are refundable less an administrative fee of minimum US\$ 1250, AU\$1600, £830, €1100 per person. If cancellation is received between 179 days and 120 days, the deposit is forfeited. If cancellation occurs less than 120 days prior to departure, all payments are forfeited. If full payment has not yet been received, the full penalty will still apply and any unpaid balance is due immediately. **To protect your investment, Quark Expeditions highly recommends that you obtain adequate trip cancellation insurance.**

Please ask your Polar Travel Adviser about **Tripmate Tour and Cruise Travel Protection** for US and Non-US residents or book your travel insurance at <http://www.quarkexpeditions.com/travel-insurance>.

4.0 Changes

Quark Expeditions begins planning our expeditions many months or even years in advance of departure. Occasionally, we have to make changes both before and after bookings have been confirmed. Unless otherwise provided in these Terms and Conditions, Quark reserves the right to change any service prior to departure without compensation or refund; including but not limited to change in vessel, transfer packages (ground or air), group hotel nights and the voyage itself.

QEI reserves the right (at its discretion) to alter or omit any part of the itinerary or change any reservation, feature and/or means of conveyance without notice and for any reason whatsoever, without allowance or refund and with extra costs, if any, resulting, said changes being paid by the travelers. We reserve the right to cancel any services prior to departure, in which case payment will be refunded without further obligation on its part.

5.0 Adventure Options

Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate, including but not limited to kayaking, camping, skiing, mountaineering or ballooning (if applicable and which, at the discretion of the Captain and/or Expedition Leader, may or may not be used). It is understood that refunds cannot be made to travelers who do not complete the services for any reason whatsoever. All Adventure Options require a signed **Adventure Option waiver**. This form MUST be completed prior to you taking part in the Adventure Option. The Expedition staff reserve the right to deny participation to any client who has not signed the Adventure Option waiver, does not follow the rules set out by expedition staff or is reasonably deemed not medically/physically able to participate safely. For the avoidance of doubt, providers of any such Adventure Options are independent contractors and neither QEI, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any such provider.

6.0 Children

Quark Expeditions welcomes passengers above the age of 8 on all trips with a signed waiver by a parent prior to trip commencement. There are however some caveats and restrictions to be aware of:

6.1 Children on Ship-based trips

Quark Expeditions welcomes passengers above the age of 8 and under the age of 16 at time of travel with a signed waiver by a parent prior to commencement on any Quark trip, provided they meet height and weight requirements (weight of 64lbs or 29kg and 48" or 1.2 m. tall). Children under 8 years old at the time of travel are not allowed to participate in the trip.

6.1.1 Children Ship-based Adventure Options

Adventure Options on ships are available for all persons over the age of 16. Children under the age of 16 are not allowed to participate in Adventure Options. Parents must be with children under the age of 16 at all times, so the parent's participation in Adventure Options may be limited.

6.2 Children on Land-based trips

6.2.1 Arctic Watch Wilderness Lodge Adventure Options

Children 8 to 16 years of age are welcome to participate in Adventure Options along with parental supervision. Some specific activities have additional restrictions.

ATVing (All-Terrain Vehicle): Children 16 and older can operate an ATV after demonstrating that they have an acceptable level of skill to handle and maneuver an ATV. However, if the Quark Expedition Staff overseeing the Adventure Option deem that anyone not demonstrating an acceptable level of skill to safely participate in the activity, the Expedition Staff, at their sole and exclusive discretion, can respectfully disallow the continued participation in the Adventure Option, in consideration of the participants and other participant's safety and enjoyment. Children under the age of 16 may ride as passengers with an adult over the age of 18.

Parents must be with children under the age of 16 at all times, so the parent's participation in Adventure Options may be limited.

6.2.2 Barneo Ice Camp

Children above the age 16 will be accepted at Barneo Ice Camp.

7.0 Pre- and Post-Travel

Pre- and post-travel options arranged by Quark Expeditions may not be refundable after the booking is made. A \$350USD (or equivalent) deposit is required at time of booking. The deposit is non-refundable at time of booking. Cancellations received less than 120 days before departure are 100% non-refundable.

8.0 Trip Cancellation by Quark Expeditions, prior to itinerary start date

Quark Expeditions begins planning our land and sea trips many months in advance of departure. Occasionally, we have to make changes both before and after bookings have been confirmed. Quark reserves the right to cancel or change any service prior to departure. For any affected passengers on any cancelled trip, Quark Expeditions will first offer affected passengers an alternate trip to re-book on. If the affected passenger is not able to participate in the alternative trip, Quark Expeditions will refund to such passenger any payments made to Quark without further obligation on our part. Please note that in the event of cancellation, Quark Expeditions will not be responsible for the cost of any additional travel arrangements or any other items not purchased through Quark Expeditions. We highly recommend trip protection insurance to cover any costs that may arise.

9.0 Itinerary

The itinerary described is subject to change after the trip has deemed to have started at the discretion of Quark, the ship's Master and/or Quark Expeditions' Expedition Leader. This is an expedition to a remote part of the world and the traveler acknowledges that Quark, the vessel/camp and Master shall have the liberty to change the itinerary for any reason, and/or comply with all orders given by governmental or ruling authorities and the underwriters of the vessel/camp. If the expedition is interrupted, the itinerary changed or if the vessel/camp is unduly delayed or prevented from proceeding in the ordinary course by: act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel/camp; seizure of the vessel/camp under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond Quark's or the vessel/camp owner's responsibility or control, Quark and/or the vessel/camp owner shall have the right, in its sole discretion, to terminate the expedition and to land the traveler and his baggage at any port or place at which the vessel/camp may call at or may then be. In such event, this travel package shall be considered to have been fully performed as if the expedition were completed and the responsibility Quark shall cease without any liability on the part of Quark to refund any part of the fare. In the event that Quark cancels the expedition or changes the itinerary for any one or more of the reasons set forth above and the traveler has not yet embarked, the responsibility of Quark shall cease upon such cancellation without any liability on the part of Quark to refund any part of the fare. It is understood that such decisions will be made in the best interests of all travelers aboard and with regard to the safety of the vessel/camp. Before or after the commencement of the expedition, Quark, the vessel/camp and the Master shall have liberty to: substitute services, proceed without pilots; tow and assist vessel/camps in all situations; deviate from the usual advertised or scheduled route; put back to or into or to call or stop, or omit to call or stop, at any port or place, on land or at sea, in or out of the route of the usual, advertised or scheduled expedition, even though doing so may involve going backwards or away from the port of destination; adjust compasses; dry dock, go on ways and/or be towed. These things may be done for any reasons which are sufficient in the judgement of Quark, the vessel/camp owner and/or the Master, including but not limited to, offering or rendering assistance in an effort to preserve life or property. If the Master and/or Quark, for any reason whatsoever consider it necessary or desirable in the good management of the vessel/camp, they may cause the vessel/camp not to make calls at any port or ports or to land or board travelers or their baggage. A traveler scheduled to land at an omitted port or place of final destination may be landed with his baggage at the next practical port of call without any liability on the part of Quark. Travelers have no right to any refund or other considerations in the event of these itinerary changes.

Quark Expeditions will reasonably assist participants in changing their travel arrangements and provide trip interruption letters for all participants to submit to their travel insurance providers under their trip interruption travel policy. It is for this reason that **QUARK EXPEDITIONS HIGHLY RECOMMENDS TRIP DELAY, INTERRUPTION AND CANCELLATION INSURANCE**. Furthermore, included activities or excursions within a trip itinerary could conceivably be cancelled or rearranged with little or no notice as a result of factors out of our control, such as, for example, a Force Majeure Event, and no refunds will be issued for any unused activities. Any trip extensions already undertaken are not eligible for any refunds or cancellation/interruption letters.

10.0 All Antarctic Express, Arctic Express & Bespoke Fly/Cruises

Due to the nature of Quark’s **Antarctic Express, Arctic Express & Bespoke Fly/Cruises** where weather conditions may delay or require a cancellation of the remaining itinerary after 4 to 6 days of attempts to operate flights: **QUARK EXPEDITIONS WILL OFFER PASSENGERS A FULL REFUND ON THE CRUISE FARE** IN THE EVENT OF TRIP INTERRUPTION IF THE CHARTER FLIGHT IS NOT ABLE TO TAKE OFF BY 14:00 (11:59 FOR ARCTIC EXPRESS GREENLAND) HRS OF THE FINAL DAY OF ATTEMPTS.

The interruption policy for Quark’s **Antarctic Express and Arctic Express Greenland** programs are set forth in the Contingency Plan below.

11.0 Contingency Plan: Quark’s Antarctic Express (7, 8 and 11 Day Itineraries) and Arctic Express Greenland (10 Day Itinerary)

Quark Expeditions will make every effort to ensure the Antarctic and Arctic Express programs take place, but due to weather conditions, flying in this region can be difficult and is beyond the control of Quark Expeditions. The following table illustrates the last itinerary day on which an attempt will be made to fly:

Itinerary Name	Itinerary Days	Day 1	Last Itinerary Day for Flight Attempts
Antarctic Express: Fly the Drake	8 Days		Day 4 – 14:00
Antarctic Express: Crossing the Circle	11 Days	Arrival in Punta Arenas	Day 6 – 14:00
Arctic Express: Greenland’s Northern Lights	10 Days	Arrival in Reykjavik	Day 5 – 11:59

In the rare instance where on the final day for flight attempts the flight was still not successfully completed, Quark has the right to interrupt the trip. Quark reserves the right to extend the final attempt day if weather conditions are improving. If the trip is interrupted: **QUARK EXPEDITIONS WILL PROVIDE A FULL REFUND FOR THE FULL CRUISE FARE AND ANY UNUSED Adventure Options.** No refund will be provided if the flight is successfully completed regardless of which day of the itinerary it was executed.

International airfare, domestic airfare, any additional services purchased or change fees, will not be refunded by Quark. Quark Expeditions will provide a trip interruption letter to be submitted by the

passenger to their insurance company for airfare, change fees, and other expenses incurred due to the trip interruption.

Quark Expeditions will issue the cruise fare refund back in the same form/medium in which payment was received.

QUARK STRONGLY RECOMMENDS THAT ALL EXPEDITION GUESTS PURCHASE A TRAVEL INSURANCE POLICY INCLUDING TRIP DELAY, CANCELLATION AND INTERRUPTION INSURANCE.

Please ask your Polar Travel Adviser about **Tripmate Tour and Cruise Travel Protection** for US and Non-US residents or book your travel insurance at <http://www.quarkexpeditions.com/travel-insurance>.

In addition, Quark will attempt to re-book passengers on the same itinerary or another Quark vessel in the area with availability. However, in not all cases is this possible as there may not be any available cabins or voyages remaining.

11.1 Contingency Plan Itinerary

Day 1

Quark reserves the right to send passengers on the charter plane the evening prior to the scheduled day. This may happen when we see a weather system that could cause a delay on subsequent days. It is for this reason that we request all passengers to arrive in Punta Arenas (PUQ) no later than 3:00pm on Day 1. There will be no refunds for passengers who miss the charter plane departure due to an arrival in Punta Arenas airport (PUQ) after 3:00pm.

Day 2, 3, 4, 5, 6

For each day of the itinerary after Day 1, if there is a delay, all guests will be briefed by the Quark ground staff on the flight status. Often times we are waiting for a weather window to depart and could be required to leave with very little notice. All guests and staff will be on stand-by until approximately 1400 hrs (11:59 for Arctic Express itineraries).

During the stand-by period, you must be at the airport, or at another location designated by the Quark ground staff to be ready to go if and when a suitably long weather window becomes available. If by 14:00 (Antarctica) or 11:59 (Arctic) hrs the flight remains delayed, you will be returned back to your respective hotels or you may choose to join additional excursions for the afternoon compliments of Quark Expeditions. Quark will provide complimentary guided tours to sites of historic, cultural or wildlife interests. Quark Expeditions will provide additional night(s) hotel accommodation and meals. Quark reserves the right to make exceptions to the timing guidelines outlined in this section.

11.2 Priority of Flight Departure (Antarctica)

In some cases, there are instances where more than one operator is waiting for a weather window to fly passengers to King George Island using the same charter planes. In these cases, the priority is given to the passengers who were first delayed. The charter flight operator is contractually bound to respect the priority in which delays occurred.

11.3 Last Itinerary Day for Flight Attempts

In the event that the charter flight is unable to fly on the final itinerary attempt day for any reason by 14:00 for Antarctica or 11:59 for Arctic itineraries on:

- Day 4 for the Antarctic Express: Fly the Drake 8-day itinerary
- Day 5 for the Arctic Express: Greenland's Northern Lights 10-day itinerary
- Day 6 for the Antarctic Express: Crossing the Circle 11-day

Quark Expeditions will officially interrupt the voyage and **provide a full refund for the full cruise fare and unused activities**. In order for passengers to obtain reimbursement for their airfare and potentially other costs to change flights, Quark Expeditions will provide trip interruption letters for all clients to submit to their travel insurance providers under the trip delay/interruption and cancellation clause (provided passengers have included airfare to be covered in their travel protection plan). Quark Expeditions will provide a final additional night hotel accommodation for those guests. Any additional hotel nights and meals will be the responsibility of the guests. Quark reserves the right to make exceptions to the timing guidelines outlined in this section.

11.4 Returning Passengers

Passengers on board the ship during these delays will remain on board at no additional cost until the time in which the charter flight is able to arrange transport. Full board and all excursions are included. Quark Expeditions advises all clients to book changeable airlines tickets along with cancellation and interruption insurance to assist with additional airline change fees. We advise all passengers to have flexible travel arrangements upon disembarkation of the voyage if delays arise. Quark Expeditions will not be held responsible for any change/cancellation fees due to weather related delays or any other delays arising from force majeure. No refund will be issued for any reason whatsoever. At the discretion of Quark Expeditions, the ship's Master and/or Quark Expeditions' Expedition Leader reserve the right to sail the Drake passage to a port of call for any reason. FOR CANCELLATION DUE TO ALL OTHER EVENTS OF FORCE MAJEURE, THE STANDARD NON-CONTINGENCY PLAN TERMS AND CONDITIONS OF QUARK EXPEDITIONS SHALL APPLY.

11.5 Flight Changes due to Interrupted or Delayed Voyage

For faster service Quark Expeditions strongly recommends that all clients contact the Airline they are traveling on for changes directly.

If flights booked with Quark Expeditions: Quark Expeditions ground staff are able to assist passengers that have booked their flights with Quark to make necessary, flight changes. Any additional costs such as change fees or additional costs are the responsibility of the passengers.

If flights booked with an External Agent: You must contact that agent or the airline directly to change your flights as Quark ground staff are not able to access your flight information to make the necessary changes.

12.0 Arctic Watch Wilderness Lodge

Quark Expeditions will make every effort to ensure the Arctic Watch Wilderness Lodge Charter flights take place as scheduled, but due to uncertain weather conditions, flying in this region can be difficult, and delays can be unpredictable and are beyond the control of Quark Expeditions. In the event that the charter flight to Arctic Watch is delayed by one day, Quark Expeditions will accommodate delayed guests in Yellowknife at Quark's expense, for one additional night ONLY. All meals, room charges, and any other expenses are the responsibility of the guest. In the event of a charter flight delay longer than one day, ALL expenses, including additional accommodations and meals will be at the guest's expense.

Guests already at Arctic Watch, who are affected by a charter flight delay, will receive one-night accommodation in Yellowknife at Quark's expense on the day of arrival from Arctic Watch to Yellowknife. All other expenses related to a charter flight delay, including meals, room charges, and flight cancellation or rebooking fees, are the responsibility of the guest.

We strongly recommend that all expedition guests purchase a travel insurance policy that includes trip delay, cancellation and interruption insurance. Please ask your Polar Travel Advisor about travel Insurance.

QUARK EXPEDITIONS WILL NOT OFFER PASSENGERS A REFUND IN THE EVENT OF TRIP CANCELLATION. QUARK EXPEDITIONS WILL NOT OFFER PASSENGERS ANY COMPENSATION (INCLUDING, BUT NOT LIMITED TO COMPENSATION FOR OUT OF POCKET EXPENSES OR UNUSED TIME AT ARCTIC WATCH) IN THE EVENT OF A DELAY FOR ANY LENGTH OF TIME.

*Please ask your Polar Travel Adviser about **Tripmate Tour and Cruise Travel Protection** for US and Non-US residents or book your travel insurance at <http://www.quarkexpeditions.com/travel-insurance>*

13.0 Amendments to Bookings

Quark Expeditions will make every effort to assist in changing your reservation; however, changes must be submitted in writing a minimum of 120 days prior to departure. If the amendment is possible it will be subject to a minimum US\$250, AU\$325, £160, €220 per person fee, plus any difference in fare if applicable. Amendments include name changes but not voyage changes.

14.0 Transfers of Deposits or Payments to Alternate Expeditions

Should travelers be unable to take the expedition they originally booked, but would like to travel on an alternate date, it may be possible to transfer deposits or payments from the original booking to an alternate booking, subject to the following conditions: The new expedition must occur within one year of the original expedition date and a request to transfer must be made in writing to Quark Expeditions more than 120 days prior to the departure of the original voyage. Quark Expeditions reserves the right to prohibit transfers on any of its expeditions. Should a transfer request be granted, a fee of minimum US\$ 1250, AU\$1600, £830, €1100 per person will be charged.

15.0 Medical Treatment and Forms

Medical forms will be sent to you via email link once the deposit has been received. You must review, complete and submit the forms. Questions that relate to your physical or mental suitability must be completed by a medical practitioner. Quark Expeditions cannot offer medical advice. Medical forms must be filled out in full, honestly and accurately, and disclose all medical history and information. Should your medical situation change after submitting the medical forms, it is your responsibility to advise Quark Expeditions immediately. Quark Expeditions will review the information submitted and reserves the right

to ask for further information, clarity on information, or for documentation from your medical practitioner. Quark Expeditions reserves the right to deny passage to any participant on reasonable medical grounds or disembark any passenger at any port or place at any time or transfer the accommodations of or confine to a cabin/room, any passenger who may be suffering from contagious or infectious disease; whose presence, in the opinion of the Expedition staff or master of the vessel/camp, may be detrimental to the comfort or safety of himself, other travelers, the vessel/camp, its officers or crew, or who, in the opinion of the Expedition staff or master, might be excluded from landing at any port or place by immigration or other governmental authorities. For travelers that book within 120 days of departure, completed medical forms must be received within 7 days of making payment. Quark Expeditions reserves the right to deny entry/boarding, without refund or resulting expenses, to any traveler at the pier or starting point of a trip itinerary for any reason at its sole discretion, including but not limited to in the event that the on board medical officer determines that the traveler has not disclosed accurate medical information. Before boarding the vessel or joining a trip/camp each traveler must have an adequate supply of all medicines and medical supplies needed as they may not be available on board the vessel or at the camp.

In the case of quarantine of the vessel/camp or other condition requiring detention of any passenger, the passenger shall bear all risks and expenses incurred thereby. The passenger agrees to pay for any food and accommodation during the period of detention, payable day by day, if the passenger is maintained onboard the vessel/camp, and for all other quarantine fees and expenses assessed or incurred.

Quark cannot guarantee that the vessel/camp will carry a physician or medical personnel on board/in camp. If the vessel/camp does carry a physician or medical personnel, then they deemed to be acting as independent contractors on behalf of the traveler. Any physician or other medical personnel that renders emergency treatment and/or performs medical or surgical services, does so at the rates fixed in the "Schedule of Physician's Charges" posted aboard the vessel/camp or as otherwise agreed to, or in the absence thereof, then at customary rate. If, in the reasonable opinion of the Expedition staff or the Master of the vessel/camp, a passenger in need of medical or surgical services is unable to request it, the traveler hereby expressly consents to such treatment, if deemed necessary, and to pay the cost thereof charged by the vessel/camp's physician or other physician or medical personnel.

All medicines and all medical or surgical services furnished by the vessel/camp's physician, if any, or any other physician or medical personnel (all of whom are engaged by the traveler as independent contractors) or ship's officers, employees, agents of the vessel/camp owner or Expedition staff shall be and are accepted by and at the traveler's sole risk and expense, and Quark shall not be responsible for the quality, nature or consequence thereof.

16.0 Additional Travel Documents

The traveler must be in possession of a valid passport and any visas, permits, inoculations and certificates (including health certificates) that are required for the duration of the services provided by Quark Expeditions and be able to satisfy all requirements of all immigration, port or health authorities of the port(s) of disembarkation and of the country of ultimate destination. If immigration or other government authorities refuse a traveler permission to land, or give orders for deportation, the traveler shall be responsible for all costs incurred by the traveler, Quark and/or the carrier. The traveler must also arrange such vaccinations as are normally recommended for the countries through which they intend to travel. Information about these matters and climate, clothing, baggage, gear, and similar items is given in good faith but without responsibility on the part of Quark Expeditions. Each traveler must ensure each

piece of baggage brought on board the vessel/camp is marked with the traveler's full name and address. The traveler is responsible for payment of any excess baggage charges levied by the vessel/camp owner and agree not to bring on board any firearms, flammable, inflammable or hazardous items, controlled or prohibited substances or drugs, contraband or items prohibited by any country or port to be visited. The Traveler shall not be entitled to get off from the vessel/camp at an intermediate port or place except as set out in the itinerary or with prior written approval of the carrier and if the traveler does so it is at the traveler's own risk and expense and no will be made in such cases. If such disembarkation violates any law, including United States Code, Title 46 Section 289, and the traveler shall be liable to reimburse Quark and/or the carrier for any penalty provided by statute, law or governmental regulation. If the traveler misses any scheduled sailing of the vessel/camp from any port or place, neither Quark nor the carrier shall be liable for any costs, expenses or damages incurred by the traveler as a result thereof, and the traveler shall not be entitled to any refund of the fare.

All travelers must abide by all "Rules" and "Regulations" posted onboard the vessel/camp. Any questions about the "Rules" and "Regulations" should be directed to the Expedition staff or the vessel/camp's master or purser.

The traveler acknowledges that the master of the vessel/camp may alter the accommodation arrangements at any time and may allocate other accommodations to travelers. The fare and the standard of accommodations will, if possible, be substantially the same. The vessel/camp owner shall have a lien on (claim against and right to sell) the baggage, money (including the fare) and any other property accompanying the traveler to satisfy any claims it may have against the traveler. The vessel/camp owner may enforce this lien by public or private sale in any manner and without notice except where required by applicable law.

No pets or animals are allowed on the vessel/camp.

17.0 Rates

All fares are quoted in US dollars (US\$), Australian dollars (AU\$), Euros (€) and pounds sterling (£). Rates for expeditions, flights, as well as optional pre-expedition and post-expedition extensions are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure. Substantial changes in tariffs, exchange rates and the price of fuel, services and labor sometimes increase the cost of expedition arrangements significantly. Quark reserves the right to alter prices or introduce surcharges accordingly, even if payment has been received in full. All travelers are required to pay for their excursion and additional purchases in conjunction with their excursion in the same currency. The fare does not include tobacco, alcoholic or special beverages (bottled or tap), miscellaneous extras, personal needs or medical care. Such goods and services, if available for purchase aboard the vessel/camp, are at the travelers' own expense. Payment for all such goods and services including any charges for extra baggage must be made in cash or by traveler's checks in US dollars (or other currency acceptable to the carrier) upon demand by the carrier prior to the traveler's disembarkation. Taxes, port charges, embarkation and loading expenses, stamps, health fees and any other charges whatsoever imposed by governmental authorities in any port or place shall be for the account of the traveler if not included in the fare paid to Quark

18.0 Discounts and Promotions

Quark Expeditions has the right to limit, withdraw or change any and/or all discounts and promotions without notice and/or compensation.

19.0 Scheduled Flights

Tours do not include international airfare or any other flights unless mentioned in the inclusions.

Quotes: All quotes are in US dollars; Quark Expeditions cannot quote or book flights in foreign currency.

Price changes: Until the tickets are issued, Quark Expeditions reserves the right to change prices for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

Full payment: Full payment must be received by Quark Expeditions before the Option period expires to guarantee the flight reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at Quark Expeditions' discretion, and will also be subject to Administrative Fees.

Flight reconfirmation: Quark Expeditions strongly recommends flight times and numbers to be verified or reconfirmed at least 72 hours prior to departure. Quark Expeditions is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

Airline tickets: Once issued, all airline tickets are non-transferable and are valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

Baggage: All airline tickets come with baggage restrictions or no free baggage allowance. Please check directly with your airline for up to the minute baggage rules as additional fees may apply and are the responsibility of the passenger.

Airline, airport or weather delays: Quark Expeditions will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. Quark Expeditions will not reimburse for any additional expenses incurred by the Client as a result. Quark Expeditions will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

For scheduled flights, the fare rules of the airline carrier, including payment and cancellation conditions apply.

20.0 Charter Flights

Charter flights are at an additional cost unless otherwise stated. Quark Expeditions reserves the right to change charter flight costs based on fuel surcharges or increased charter hire rates. Charter flights have

strict luggage allowances, all charter flights have a total luggage allowance of **20kg per person total** unless otherwise stated.

21.0 Compensation

Compensation for personal injury is limited in accordance with the provisions of International Conventions, but only to the extent such International Conventions apply. These include, for example, in the course of road travel, air travel, rail travel, sea travel, or hotel accommodation, and are limited to the provisions of, respectively, the Geneva Convention 1973, the Warsaw Convention as amended by The Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

22.0 Limitation of Liability

QEI purchases transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its control. These suppliers are independent contractors. Neither QEI, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of QEI, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel/camp, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, QEI is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. You further understand that QEI neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold QEI responsible for their acts or omissions. In no event will QEI be responsible for incidental, consequential or special damage or loss suffered by any person. QEI's maximum liability, for any reason whatsoever, will be limited to the amount paid to QEI for its services. Without limitation, QEI is not responsible for any negligent acts or omissions of itself or of any persons for whom it would otherwise be responsible, or acts which are beyond its control, including but not limited to acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation or medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels, accommodations or otherwise, or for any other reason beyond the control of QEI. You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

QEI shall not be responsible for any injury to person, (including emotional injury or physical injury and whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the traveler if costs incurred are above that of the Emergency Evacuation Insurance. The conditions of carriage in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these services and/or passage. By accepting the ticket, the traveler also agrees to its terms and conditions.

The traveler accepts that the vessel/camp owner does not undertake to carry as baggage any electronics, computers, merchandise, samples, furniture, household goods, tools of trade, property of persons other than the traveler, pictures, works of art, perishable or breakable goods, glassware, liquids, bric-a-brac, money, securities and notes, whether or not negotiable, documents, valuables, gold, silver, silverware, precious stones and metals or jewelry. If any such items or articles are brought aboard, the traveler expressly agrees that neither Quark nor the vessel/camp owner shall have any liability for loss or damage howsoever caused, even if by the negligence of Quark or the vessel/camp owner. The traveler is not allowed to bring on board items or articles, the importation or exportation of which may be forbidden, or which do not conform to the customs or police regulations or the laws of any country to which the vessel/camp may go in the course of the expedition. A traveler who violates this rule will be held liable for all resulting fines, losses, damages or delays. The traveler is not allowed to place in baggage any firearms or any flammable or inflammable matter of any kind, such as matches, gunpowder, fireworks, cigarette lighters, cartridges, films, etc. Quark and/or the vessel/camp owner may dispose of or destroy such items without liability. The traveler will be liable for the full amount of all loss, damage or delay to the vessel/camp or her cargo and for all injury to, or death of any fellow travelers, expedition staff, officers or crew or other persons caused by such hazardous articles brought on board by the traveler.

Each passenger on board a ship is allowed to bring aboard baggage not exceeding 250 pounds in weight and not exceeding 25 cubic feet in volume. The traveler may be charged for baggage in excess thereof at the vessel/camp owner's current rate. Quark and the vessel/camp owner's liability, if any, (and whether or not excess baggage is carried, declared and paid for) is limited to Two Hundred and Fifty (\$250) US dollars in the event of loss, damage, or delay to any or all of the traveler's baggage. A reasonable amount of space in a deposit box or safe on board, if the vessel/camp is so equipped, will be allowed to a traveler upon request. In consideration of such deposit box or safe being made available without extra cost, Quark and the vessel/camp owner's liability, if any, for loss of, or damage to, any items deposited therein shall neither be created nor increased beyond the limits set out above. Loss of or damage to baggage during loading or disembarking must be reported by the traveler to the Expedition staff, Master, or Purser or other vessel/camp officer, prior to departing the baggage pickup area. Neither Quark nor the vessel/camp owner shall be responsible for any such loss or damage which is not so reported. Neither Quark nor the vessel/camp owner shall be responsible for any unchecked baggage, nor for any items or articles which the traveler retains under personal control in a cabin or elsewhere. In no event will Quark or the vessel/camp be liable for any damage to or loss of Baggage not in its custody.

Travelers using the services of any personal service personnel, if carried on board, or using athletic or recreational equipment, facilities or supplies, does so at the traveler's own risk and expense, without any responsibility of Quark or the vessel/camp owner.

Nothing in this brochure or website is meant to signify the use of any specific design or model of helicopter. The images featured are inspirational in character and do not necessarily depict the exact people, animals and places encountered by travelers.

23.0 Acknowledgment of Risk

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by QEI may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of QEI or of other participants, contractors and/or subcontractors to QEI. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your journey.

24.0 Express Assumption of Risk and Responsibility/Participation

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, including emotional injury or injury to person or property, whether caused in whole or in part by the negligence, fault or wrongdoing, whether expected or not, of the owners, directors, agents, officers, employees, contractors, or subcontractors of QEI or of other participants. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that QEI reserves the right to accept or reject any participant for any reason, and QEI or its guide has the right to disqualify you from any trip activity, if in QEI's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform QEI, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to QEI. The traveler is hereby expressly advised that the vessel/camp may be powered or operated in whole or in part by nuclear power or a similar power and the traveler hereby accepts all risks, whether known or unknown, inherent therein and agrees that neither Quark nor the vessel/camp owner shall have any liability for injury, illness or death resulting therefrom.

25.0 Release of Liability

In consideration of the services and arrangements provided by QEI, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify QEI, and its owners, officers, directors, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise

which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the vessel/camp or its launches or watercraft; fault or neglect of the Master, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; any loss, damage or delay arising from inherent defect, or vice or quality of the traveler's baggage or from the insufficiency, inadequacy or absence of baggage marks or of address or description of such baggage; any loss or damage caused by delay in, or prevention of sailing, prolongation of the expedition, deviation or stoppage in transit, or from any calls at ports or variations from the scheduled or regular course of the expedition; seizure of the vessel/camp under legal process; any act, omission, fault or negligence of the traveler or fellow travelers. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS, OMISSIONS, OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR AFFILIATES OF QEI.

No suits shall be maintainable against Quark or the vessel/camp owner upon any claim in connection with the provision of the travel packages relating to baggage or any other property unless written notice of the claim, with full particulars, shall be delivered to Quark within twenty-four (24) hours after termination of the expedition. In no event shall any suit for any cause against Quark or the vessel/camp owner with respect to baggage or other property be maintainable unless such suit shall be commenced within six (6) months after disembarkation from the vessel/camp.

26.0 Express Waiver of Consequential, Punitive or Exemplary Damages

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against QEI its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

27.0 Limitation of Liability, Personal Injury

QEI and carrier hereby disclaims all liability to the passengers for emotional distress, mental suffering, psychological injury of any kind under any circumstances, when such damages were neither the result of physical injury, nor were intentionally inflicted by QEI or carrier. Without limiting the preceding sentence, in no event will QEI or carrier be liable to the passenger for any consequential, incidental, exemplary or punitive damages.

28.0 Arbitration

Any controversy or claim arising out of or relating to these Terms and Conditions or the performance there under, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Atlanta, GA, USA in accordance with the rules of the American

Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

29.0 Exclusive Governing Law and Jurisdiction

These Terms and Conditions and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, these Terms and Conditions shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

30.0 Waiver of Jury Trial

In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

31.0 Class Action Waiver

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on the traveler's own behalf instead of through any class action. Even if the applicable law provides otherwise, the traveler agrees that any legal action against Quark Expeditions whatsoever shall be litigated by the traveler individually and not as a member of any class or as part of a class action, and the traveler expressly agrees to waive any law entitling Guest to participate in a class action.

32.0 Time Limit for Claims

Quark Expeditions shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith, unless full

details in writing are given to Quark Expeditions within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on Quark Expeditions within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

33.0 Severability

If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34.0 Travel Agent

Passenger acknowledges and confirms that any travel agent utilized by passenger in connection with the issuance of this Ticket Contract is, for all purposes, passenger's agent and Quark Expeditions shall not be liable for any representation made by said travel agent. Passenger shall remain liable at all times to Quark Expeditions for the price of passage. Passenger understands and agrees that receipt of this Ticket Contract or any other information or notices by passenger's travel agent shall be deemed receipt by the passenger as of the date of receipt by the agent. Passenger acknowledges that Quark Expeditions is not responsible for the financial condition or integrity of any travel agent.

35.0 Use of Likeness

You hereby grant Quark Expeditions the irrevocable right and permission to capture and use your name/photograph/image/voice/audio recording/video recording/ and likeness (collectively, "Your Images") while on your tour for future publicity and promotional material in all forms or manner, without payment or other consideration. Travelers who do not wish to be photographed during the voyage must inform Quark Expeditions in writing prior to the voyage. In addition, you hereby grant Quark Expeditions the irrevocable right and permission to reproduce or use any portion or all of any photograph/image/voice/audio recording/video recording/ that have been taken by you and submitted to Quark Expeditions (collectively with Your Images, the "Images") in any and all of its media, brochures, publications, including web-based publications, without payment or other consideration. You understand and agree that all Images will become the property of Quark Expeditions and will not be returned. You hereby irrevocably authorize Quark Expeditions to edit, alter, copy, exhibit, publish, or distribute these Images for any lawful purpose. In addition, you waive any right to inspect or approve the finished product any right to royalties or other compensation arising or related to the use of the Images.

36.0 Entire Agreement

These Terms and Conditions shall represent the entire agreement between the parties on the subject matter hereof and any and all prior agreements, discussions, representations, whether oral or in writing, are hereby superseded by the terms herein.

IMPORTANT, PLEASE READ: Your purchase is subject to your acceptance of these Terms and Conditions. If you do not agree to these Terms and Conditions, you will not be eligible to participate in your expedition. Should you have any questions, please contact a Polar Travel Adviser.