

BOOKING TERMS & CONDITIONS FOR PURE AMAZON CRUISES BOOKED IN AUSTRALIA (EFFECTIVE OCTOBER 27, 2024)

IMPORTANT INFORMATION ABOUT THESE TERMS

When you complete your Booking, you accept these Terms and Conditions (“Terms”) and any other terms and conditions that you are provided during the booking process. These Terms include an agreement to mandatory, binding individual arbitration, which means that you agree to submit disputes related to our services, or these Terms, to binding arbitration rather than proceeding in court. These Terms also include your waiver of any right to bring, or participate in, a class action and a jury trial waiver. If anything in these Terms is (or becomes) invalid or unenforceable, it will still be enforced to the fullest extent permitted by law and you will still be bound by everything else in these Terms.

THESE TERMS APPLY TO YOUR BOOKING AND CRUISE AND CRUISE PACKAGE. PLEASE READ THEM CAREFULLY AS YOU WILL BE BOUND BY THEM ALONG WITH ALL TERMS AND CONDITIONS OF THE TICKET CONTRACT. PASSENGER’S ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 3, 8, 9, 13 AND 17 OF THESE BOOKING TERMS AND CONDITIONS WHICH LIMIT A&K SANCTUARY’S LEGAL LIABILITY AND EFFECT OR LIMIT YOUR LEGAL RIGHTS.

BOOKING TERMS & CONDITIONS ARE SUBJECT TO CONSUMER LAWS

Certain Laws such as the CCA, which includes the Australian Consumer Law and any applicable state-based consumer legislation (the “**Consumer Laws**”), may apply by Law for Guests’ protection. The Consumer Laws include guarantees that A&K Sanctuary’s services are provided with due care and skill, are reasonably fit for a Cruise and are provided within a reasonable time. Where A&K Sanctuary fails to provide services to Guests in accordance with the Consumer Laws or these Terms, Guests may have a right to seek a remedy from A&K Sanctuary in accordance with these Conditions and any applicable Law, including the Consumer Laws. These Terms do not alter any protection given to Guests by Consumer Laws that cannot be excluded or limited.

CRUISE CONTRACT

Your ticket is the Cruise Contract. You are encouraged to carefully read your Cruise Contract, as it contains important terms and conditions which govern your cruise vacation and affect your legal rights. In the event of conflict between the terms and conditions in the Cruise Contract, these Booking Terms and Conditions, the terms of any A&K Sanctuary advertisement or offer, and the oral or written representations of any A&K Sanctuary representative, or any other terms and conditions on A&K Sanctuary’s website, the terms and conditions in the Cruise Contract shall control. The Cruise Contract and all other terms and conditions are available at www.sanctuaryretreats.com.

Definitions

“**A&K Sanctuary**” means Abercrombie & Kent Australia Pty. Ltd.. trading as A&K Sanctuary, and its owners, operators, charterer(s), parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers and all employees, officers, crew members, pilots, and agents of such individuals, companies, and entities. A&K Sanctuary’s address is A&K Sanctuary, c/o Abercrombie & Kent Australia Pty. Ltd., Level 26, 80 Collins Street, Melbourne, VIC 3000.

“Booking” means the Guest or Guest’s agent to enter into a Contract with A&K Sanctuary.

“Booking Terms and Conditions” or **“Terms”** means these terms and conditions and the information contained in A&K Sanctuary brochures, its Website and/or other information which will form the express terms of your Contract with A&K Sanctuary.

“CCA” means the *Competition and Consumer Act 2010* (Cth).

“CDC” means Centers for Disease Control and Prevention.

“Contract” means the contract between A&K Sanctuary and the Guest for the Cruise Package as reflected in the confirmation invoice sent by A&K Sanctuary to Guest’s Travel Advisor or directly to the Guest.

“Communicable Disease” or means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another.

“Consumer Guarantee” means right or guarantees a guest may have under Consumer Laws or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited.

“Consumer Laws” has the meaning set out in in the introduction of these Conditions.

“Cruise” means transport by sea and the stay onboard the Pure Amazon vessel (as described in A&K Sanctuary brochure, the A&K Sanctuary Website or other A&K Sanctuary document). A Cruise can be considered a Cruise Package whether it is purchased with pre- or post-Cruise services and/or accommodations.

“Cruise Package” means the Cruise whether or not in combination with flight(s) and/or any pre- and/or post Cruise accommodations.

“Excluded Recreational Liabilities” means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.

“Force majeure” means unusual and unforeseeable circumstances or unpredictable events beyond A&K Sanctuary’s control, including, but not limited to, acts of God, flood, earthquake, storm, hurricane, drought adverse weather conditions; or other natural disasters), war or warlike operations, threat of war; invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities (actual or threatened); riots, civil commotions or disturbances, industrial disputes, labor difficulties, whether or not carrier is a party thereto, interference by authorities, requisitioning of the ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, allision, foundering of the ship, piracy, nuclear disasters, fire, epidemics, pandemics, public health concerns, health risks, nationalization, government sanction, no sail orders, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any unforeseen technical problems with the ship or other transport including changes due to rescheduling or

cancellation or alteration of flights, closed or congested airports or ports; riot; civil strife; industrial dispute; technical problems or breakdown of machinery or equipment; outages or power failures; pandemics, epidemics or outbreaks of illness or any other cause whatsoever beyond the control of A&K Sanctuary.

“Guest” means each person, including minors, named either on the booking confirmation or on the invoice or on a ticket issued by A&K Sanctuary.

“Guests with Disabilities” means any Guest who has special needs.

“Infectious Disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection

“Law/s” means all laws wherever applicable including any:

- legislation (including statutes, regulations, determinations, by-laws, declarations, ministerial directions, ordinances and other subordinate legislation);
- court decisions, and principles of common law and equity;
- mandatory codes, standards or guidelines; and
- writ, order, injunction or judgment.

“Minor” means any person under the age of 18.

“Public Health Authorities” means relevant public health authorities, including but not limited to the Australian Government Department of Health and Aged Care, the CDC and others worldwide.

“Travel Advisor” means any travel agent or any website not owned or operated by A&K Sanctuary and used by the Guest to book their Cruise Package.

“Reckless Conduct” has the meaning set out in section 139A(5) of the CCA.

“Recreational Services” has the meaning set out in section 139A(2) of the CCA.

“Refund” means a return of all or part of the cruise fare or Cruise Package and is applicable only on the conditions described herein. A Refund may, at A&K Sanctuary’s sole option, be issued in the form of a cruise credit certificate redeemable for a future cruise and valid for a period of at least one year from the date of issuance and which shall have no cash value. In the event of a Refund of taxes, fees or port expenses, such amount may, at A&K Sanctuary’s sole option, be issued in the form of a credit certificate for future taxes, fees or port expenses on a future booking, however if the certificate is not used within the time period specified on the certificate, Guest shall be entitled to a cash refund of taxes, fees or port expenses actually paid.

“Travel Documentation” means all travel documentation required for travel, including but not limited to passports, visas or other travel documents, health documents or evidence of onward travel.

“**Website**” means the set of related web pages, documents and hypertext links served from the web domain www.sanctuaryretreats.com.

1. DEPOSIT/PAYMENT INFORMATION

A deposit of 20% of the total Cruise Package cost, or such other amount as you are notified of, is required to confirm a reservation. Cruise Packages are subject to cancellation if full deposit is not received by A&K Sanctuary within 7 days of making your provisional booking, or such other time as specified at time of booking. For reservations confirmed in Australian Dollars, final payment in the form of a check or all major credit cards must be received on the date determined at the time of booking. Please contact your Travel Advisor for complete details. Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of pending reservations.

For payments by mail, send to: Abercrombie & Kent Australia Pty. Ltd., Level 26, 80 Collins Street, Melbourne, VIC 3000.

Prior to making a deposit a Guest or travel advisor may hold a booking without a deposit (an “Option”), but such Option does not guarantee a guest’s booking. The Option invoice will display the Option expiry date and a deposit must be received by A&K Sanctuary before the expiry date to confirm the booking.

2. BOOKING SINGLE / THIRD BERTHS AND INTERCONNECTING SUITES

Two cabins on the Vessel are designated as single occupancy categories. These rooms can accommodate no more than one adult person.

The Vessel has triple accommodations for a child sharing with one or two adults, however, they cannot be guaranteed beyond the time of booking as capacity is controlled based on ship occupancy.

The Vessel has two suites joined by a connecting door, for families or groups travelling together. One of the interconnecting suites offers an additional bed for a child, however, they cannot be guaranteed beyond the time of booking as capacity is controlled based on ship occupancy.

3. PAYMENT SCHEDULE

Final payment for all Cruises is due 60 days prior to departure. Bookings created within final payment period of Guest’s Cruise must be paid in full at the time of booking.

4. BOOKING TRANSFERS BETWEEN A&K SANCTUARY AND TRAVEL ADVISORS

A Guest may request a change or modification to the original booking either through A&K Sanctuary directly or a Guest’s Travel Advisor. Such requests must be made either (A) within thirty (30) days of a confirmed booking and before the final payment date; or (B) before making final payment and must be made directly to the original booking source, i.e., Travel Advisor or A&K Sanctuary who originally booked Guest’s Cruise. Once a booking is transferred, the Guest and Guest’s Travel Advisor will be notified of the transfer via email confirmation.

5. CHANGES AND CANCELLATIONS BY THE GUEST

(A) Fee for changes to a Booking. Once a cruise booking has a deposit or air is paid in full, all changes are subject to the applicable administration fee (see below). See Cancellation

Policy below for additional details on situations that are considered cancellations rather than changes to bookings. The booking must always retain at least one guest name from the original booking or the entire booking shall be deemed cancelled by Guest.

(B) Changes to the Name(s) of Guests on the Booking. A Guest may change the name(s) of Guests on the booking depending on the details of the booking. If a booking has any of the following, name changes may not be allowed, and will need to be reviewed and approved by A&K Sanctuary:

- Air — **no name changes allowed.**
- Within 7 days of departure — **no name changes allowed.**

(C) Cancellation Policy and Administration Fees

In the event Guest cancels a cruise booking, cancellation fees will apply as noted below unless otherwise expressly stated in your Cruise Contract or elsewhere in these Terms, or except as provided by applicable law. Except as expressly stated herein, cancellation fees will also apply to changes to departure date; substitutions of itinerary; substitution of another person for original booked passenger(s); and changes to a promotional fare. No refunds shall be made in the event of interruption or cancellation by a passenger after commencement of the Cruise unless otherwise expressly stated in your Cruise Contract or elsewhere in these Terms and Conditions, or except as provided by applicable law.

No refunds will be made in the event of “no shows,” unused tickets, partially used tickets, or late cancellations as set forth in the schedule below or after the start of the Cruise.

Cancellation fees for individual bookings will be assessed as listed below based on the total cruise fare less applicable destination fees. For cancellation fees related to group bookings, partial ship charters or full ship charters, refer to your vessel accommodation hire agreement or group booking agreement for terms and conditions.

(D) CRUISE CANCELLATION FEES

IF CANCELLATION IS MADE

- 60+ days prior to departure date: 20% cancellation fee
- 60-31 days prior to departure date: 50% cancellation fee
- Less than 31 days prior to departure date: 100% cancellation fee

The above cancellation and administration fees are subject to change. A&K Sanctuary will provide at least one (1) month's notice of the change by updating the Cancellation and Administration Fees described on A&K Sanctuary's Website www.sanctuaryretreats.com. Such changes will not affect existing bookings. In the event of any conflict between the Cancellation Fees described herein and those described on A&K Sanctuary's Website, the Website Cancellation Fees shall prevail. In the event that you do not agree with the change in fees, following the notice provided, you are entitled to terminate the agreement and receive a full refund.

A&K Sanctuary strongly recommends the purchase of travel insurance that includes coverage for travel cancellation or interruptions, including those related to public health concerns such as COVID-19.

(E) Air Cancellation Fees

A&K Sanctuary facilitates the purchase of air products in relation to Guest's Cruise. Air cancellation fees are assessed on behalf of the airline and in accordance with the air fares A&K Sanctuary provides to Guest. Due to extended ticketing time limits, Guest's flights are fully refundable until ticketing. If Guest cancels either the Cruise or elects to cancel flights after ticketing, A&K Sanctuary will assess cancellation fees of either the full cost of the ticket or the airline cancellation fee for the booking class which in the reservation was made. Cancellation fees for flights will be provided at the time the cancellation is requested.

(F) Hotel Cancellations

A&K Sanctuary facilitates the purchase of pre- and post-cruise hotel accommodations pursuant to the ships' embarkation and disembarkation dates. Departure. You will be notified of cancellation terms at the time of booking. If a guest cancels either their Cruise or elects to cancel their pre- or post-cruise hotel accommodations within the period in which cancellation fees are payable, a cancellation fee amounting to the full cost of the hotel will be imposed.

6. RIGHT TO CHANGE ITINERARY/DETENTION

A&K Sanctuary may in its sole discretion and without prior notice change, substitute, postpone, cancel or deviate from any scheduled sailing, itinerary or call at any port, and may substitute another vessel for the ship, and shall not be liable for any loss or damage incurred by a Guest as a result of any such change, substitution, postponement, cancellation or deviation. Where a sailing is cancelled by A&K Sanctuary in advance due to insufficient bookings, A&K Sanctuary shall first seek to offer the Guest an alternative date of sailing. If the Guest is unable to join the proposed alternative sailing, the Guest shall be entitled to a refund or a cruise credit in respect of the price paid for the Cruise. In any event, A&K Sanctuary shall not be liable for any loss or damage incurred by a Guest as a result of any such change, substitution, postponement, cancellation or deviation. The Guest shall pay any and all expenses incurred if a Guest is detained on board ship or elsewhere at any stage of a voyage because of quarantine, port regulations, prevailing applicable law, illegal activity, illness or public health outbreak such as detection of COVID-19 onboard. If a threshold of a public health outbreak is detected onboard the ship during a voyage, the voyage will be ended immediately and the ship returned to the port of embarkation, and your subsequent travel, including the return home, may be restricted or delayed.

7. LIMITED MEDICAL FACILITIES ONBOARD; FITNESS TO TRAVEL

(A) Limited Onboard Medical Facilities

The Guest admits a full understanding of the character of the cruise and the Ship and assumes all risks incident to travel and transportation and handling of Guests and baggage. While sailing or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of Guest's cruise may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Carrier in the event Carrier elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Guests who embark in violation of the Contract terms assume all associated risks and agree to indemnify and reimburse A&K Sanctuary for all resulting losses, costs and expenses, including without limitation those related to the Ship's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests. Guests are encouraged to contact their treating physician to discuss their health concerns, including pregnancy and COVID-19, before traveling.

(B) Fitness to Travel

By booking a A&K Sanctuary Cruise, Guest represents that Guest and Guest's travelling party are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crewmembers or result in a deviation of the Voyage. Any Guest with special medical, physical, or other needs requiring medical attention or special accommodation during the Voyage is requested to notify A&K Sanctuary in writing at the time of booking of such special need. A&K Sanctuary recommends that any Guest who is not self-sufficient should travel with a companion who shall take responsibility for any personal assistance needed during the Cruise because A&K Sanctuary does not provide personal care assistance to Guests. All Guests must be able to provide for their own, or arrange for, personal care and the Vessel's crew will not provide any assistance with such personal tasks. Guest acknowledges and understands that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Guests who have mobility issues or require any additional assistance must notify A&K Sanctuary prior to making a booking. We reserve the right to cancel any booking of a Cruise where a Guest has failed to notify us of such requirements in advance. The ship's Captain has the right at any time to require any Guest to debark for medical reasons, including but not limited to a suspected exposure to or illness from any communicable or contagious disease, including infection with COVID-19, and compliance is mandatory. For Guest's peace of mind, A&K Sanctuary highly recommends the purchase of the travel insurance.

8. PUBLIC HEALTH: COMMUNICABLE OR INFECTIOUS DISEASES

Guest agrees, understands, and acknowledges, that an inherent risk of exposure to Communicable and Infectious Diseases such as, for example, COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), exists in any public place where people are present, including a cruise ship. Extremely contagious Communicable Diseases can lead to severe illness and death. No precautions can eliminate the risk of exposure to them, and the risk of exposure applies to everyone. According to the CDC, older adults (people 65 years and older) and people of any age who have underlying medical conditions are at higher risk for severe illness and death from COVID-19. You acknowledge that the risk of exposure to Communicable or Infectious Disease, such as COVID-19, includes the risk that you will expose others that you encounter, even if you are not experiencing or displaying any symptoms of illness.

Guest acknowledges and agrees to voluntarily assume any and all risks in any way related to exposure to any Communicable or Infectious Disease such as COVID-19, including illness, injury, or death of Guest or others. Guest acknowledges that embarkation and participation in a cruise is entirely voluntary. By embarking and participating in a cruise Guest attests that Guest is knowledgeable about his or her individual risk of developing severe illness if Guest is exposed to and/or infected with highly contagious or communicable illnesses or diseases such as COVID-19. Guest must make an informed decision about cruising based on Guest's individual risk and Guest is strongly encouraged to consult with a medical provider before deciding to cruise based on Guest's individual risk.

Guest further acknowledges and agrees to abide by, and consent to, all public health rules, regulations, mandates and safety protocols issued by A&K Sanctuary and/or Public Health Authorities worldwide, including but not limited to: (a) Submission to mandatory testing at such times and frequency as required by Public Health Authorities or A&K Sanctuary, which may include testing before and after your cruise; (b) submission to enhanced health screening for signs and symptoms of or known exposure to communicable or infectious diseases such as COVID-19; (c) denial of boarding due to signs and symptoms of a possible infection or known exposure to communicable or infectious diseases such as COVID-19 as determined by A&K Sanctuary at its sole discretion, according to technical instructions or orders by Public Health Authorities; (d) participation in contact tracing and data collection for contagious or infectious disease surveillance; (e) mandatory shipboard isolation and/or quarantine at the sole discretion of the shipboard physician; (f) mandatory disembarkation and evacuation due to a suspected illness or infection by Guest or someone else onboard Guest's Cruise (evacuation and disembarkation may occur in a foreign port or a port outside Guest's original cruise itinerary); (g) post-cruise quarantine instructions; (h) mandatory daily temperature checks; (i) mandatory use of face coverings/face masks according to Public Health Authorities' guidelines and (j) following A&K Sanctuary physical distancing requirements.

You further acknowledge that the public health rules, regulations, mandates, and safety protocols issued by A&K Sanctuary and/or Public Health Authorities and/or other governing bodies are subject to change. A&K Sanctuary reserves the right to change any of its health and safety protocols, including, but not limited to, requirements on vaccinations, masks, and physical distancing at its sole discretion, without notice, both prior to and during your presence on the ship. It is your sole responsibility to confirm any changes to any health and safety protocols that may be applicable at any destination worldwide and ensure compliance with all health and safety protocols in effect on the ship and all posts of call during the Cruise as well as embarkation and disembarkation locations.

Guest is solely responsible for obtaining current travel advisories, warnings and requirements by contacting your travel agent, and applicable embassies and consulates worldwide. You are also strongly encouraged to refer to the Australian Government's website at smartraveller.gov.au or by phone to 1300 555 135.

9. FORCE MAJEURE

In the event of a cancellation or material alteration to the Cruise as a result of the circumstances as described above, A&K Sanctuary shall have no liability whatsoever for any travel related costs incurred by Guest, including but not limited to, air, insurance, visas and other travel arrangements of any kind.

10. BAGGAGE, VALUABLES AND OTHER POSSESSIONS

Each Guest may bring aboard the ship a reasonable amount of clothing and personal effects without charge, not to exceed 2 bags per person. All Guest baggage must be stored in the Guest's suite/guest room and must be labeled with the Pure Amazon baggage tag. Dangerous or illegal articles such as weapons, explosives, liquid oxygen, combustible substances or nonprescription controlled substances may not be taken aboard the ship. Any such items shall be surrendered to the Captain of the ship at embarkation, and may be disposed of at the sole discretion of the Captain. See Cruise Contract for information regarding limitation of

liability for valuables, including but not limited to, cash, Travel Documentation, negotiable securities or other financial instruments, gold, silverware, jewelry, ornaments, works of art, photographic/video/audio equipment or supplies, laptop computers, and cellular phones.

Guest is responsible for all baggage and personal effects throughout the Cruise and A&K Sanctuary shall have no liability for lost, stolen or damaged baggage or valuables except as set forth in Guest's Cruise Ticket, which is available at www.sanctuaryretreats.com, or unless caused by A&K Sanctuary's negligence or breach of a Consumer Guarantee. Please check with your air carrier for other baggage restrictions and fees applicable to your flights.

11. PUBLISHED CRUISE FARES

Published cruise prices are per person, double occupancy except where indicated.

12. PASSPORTS AND VISAS

It is the Guest's sole responsibility to obtain and have available when necessary, the appropriate valid Travel Documentation. Passports must be valid for six (6) months after completion of your journey and should also have sufficient blank visa pages for entry and exit stamps. You may be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by A&K Sanctuary which result from improper documentation or noncompliance with applicable Laws. A&K Sanctuary shall not be responsible should any guest be denied entry to a country due to noncompliance with these requirements.

All Guests are advised to check with the appropriate government authority to determine the necessary documents required for their travel, including the countries of embarkation, disembarkation and any other countries visited as part of the cruise itinerary.

13. GUEST'S TRAVEL ADVISOR

Guest's Travel Advisor acts as Guest's agent and not A&K Sanctuary's agent. Guest's Travel Advisor has the authority to bind the Guest to these Terms and in making the arrangements for the Guest's Cruise Package, including any related travel, accommodations and tours. Guest acknowledges that A&K Sanctuary is not responsible for the financial condition, integrity, conduct or any actions of any such Travel Advisor. A&K Sanctuary is not responsible for any representation made by, or conduct of, Guest's Travel Advisor, including but not limited to, any failure to remit Guest's deposit or other monies to A&K Sanctuary, for which Guest shall at all times remain liable, or any failure to remit a refund from A&K Sanctuary to the Guest. Receipt by Guest's Travel Advisor of these Terms, the Cruise Contract or of any other communications, notices or information from A&K Sanctuary shall constitute receipt of such materials by the Guest. If the Guest's Travel Advisor fails to remit Guest's monies to A&K Sanctuary, the Guest shall remain liable for all monies due. Issuance and validity of Guest's Cruise Contract is conditional upon final payment being received by A&K Sanctuary prior to sailing. Any refund made by A&K Sanctuary to a Travel Advisor on behalf of Guest shall also be deemed payment to Guest, regardless of whether the monies are delivered by the Travel Advisor to Guest.

14. LIMITS ON A&K SANCTUARY'S RESPONSIBILITY FOR THIRD PARTIES WHO PROVIDE GOODS AND SERVICES

A&K Sanctuary purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time-to-time other affiliates of A&K Sanctuary). Neither A&K Sanctuary nor its parent company, affiliates or subsidiaries, nor any of their respective employees, shareholders, officers, directors, successors, representatives, agents and assigns (collectively the “**A&K Sanctuary Parties**”), own or operate any transportation, lodging accommodations on land, restaurants, ground transport and other goods and services for your trip. All such persons and entities are independent contractors. As a result, the A&K Sanctuary Parties are not liable for any injury to Guest, including any negligent or wilful acts, of any such person or entity or of any third person providing such goods and services.

In addition and without limitation, the A&K Sanctuary Parties are not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind.

15. TRAVEL ADVISORIES / WARNINGS

It is the responsibility of the Guest to be informed about the most current travel advisories and warnings by referring to the Australian Government Smart Traveller website at <https://www.smartraveller.gov.au/>, the U.S. State Department or any other government agencies worldwide that Guest will be visiting on the Cruise. In the event of an active government travel warning against travel to the specific destination location(s) of the trip, should the Guest still choose to travel, notwithstanding any travel advisory, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

16. REFUSAL OF PASSAGE

A&K Sanctuary may refuse passage or transport or may debark at any port any Guest who may be suffering from a Contagious or infectious disease (including but not limited to COVID-19), ill health or whose presence in the opinion of the Captain may be detrimental to the comfort or safety of other Guests or the crew, or who, in the Captain's opinion, might be excluded from landing at destination by Immigration or other governmental authorities. In such cases, the Guest shall not be entitled to any refund of fare or compensation whatsoever. A&K Sanctuary reserves the right to refuse passage to Guests with criminal backgrounds. In addition, A&K Sanctuary cannot be held responsible or liable for any complications relating to pregnancy at any stage. See section 17(B) and (C) below concerning and Minors and pregnant women who may be refused boarding if they fail to comply with A&K Sanctuary's boarding requirements.

17. GUESTS WITH DISABILITIES/SPECIAL NEEDS

(A) Guests with Mobility Disabilities

Guests requiring wheel-on and / or wheel-off access must contact A&K Sanctuary prior to making a booking. A&K Sanctuary reserves the right to deny boarding to any guest who failed to notify A&K Sanctuary of such requirement at the time of booking.

(B) Minors

No minors under six (6) years shall be booked on a cruise, nor brought on board any A&K Sanctuary cruise by any guest under any circumstances. Any guest under the age of 18 shall

be considered a minor and must travel with a parent or legal guardian over the age of twenty-one (21). If the adult accompanying the child is not a parent or legal guardian, A&K Sanctuary's "Parental Consent Guardianship Form" must be signed by both parents or legal guardian(s), notarized and apostilled, and received by A&K Sanctuary no later than thirty (30) days prior to sailing. Guests under the age of eighteen (18) must be in a guest room either with a parent or a guardian over twenty-one (21) years of age. Unwed, unrelated couples must be eighteen (18) or over to be booked in the same suite/guest room.

(C) PREGNANCY

Pregnant women who will enter the 24th week or more of estimated foetal gestational age at any time during the cruise will be ineligible to sail and agree not to book the cruise. After making a booking should any guest learn they will enter their 24th week of pregnancy (i.e. 23 weeks and 1 day) during their cruise they are advised to immediately cancel their cruise as they will not be entitled to a refund once cancellation fees take effect.

18. IMPORTANT LIMITATIONS ON A&K SANCTUARY'S LIABILITY

Nothing in these Booking Terms and Conditions shall limit or deprive A&K Sanctuary of the benefit of any applicable statutes or L; or any international convention providing for release from, or limitation of, liability. In the event multiple statutes, Laws or conventions may apply, A&K Sanctuary shall be entitled to any or all such limitations unless there is a conflict between such statutes, laws or conventions, in which case A&K Sanctuary shall be entitled to invoke the limitation which provides the most favorable limitation to A&K Sanctuary.

(A) General.

- (a) A&K Sanctuary is not responsible for any consequential loss, illness, injury or disability, including death, attributable to a Guest's physical condition, except to the extent that any applicable Law requires otherwise.
- (b) A&K Sanctuary is not liable for any damage arising from our compliance with any Laws or government regulations or Guests' failure to comply with the same.
- (c) A&K Sanctuary is not liable for Excluded Recreational Liabilities in connection with A&K Sanctuary's personnel failure to comply with any consumer guarantees applying under the CCA, except for liability for significant personal injury caused by Reckless Conduct by A&K Sanctuary or A&K Sanctuary's personnel, servants or agents.
- (d) Guest agrees that A&K Sanctuary's liability will be proportionately reduced to account for any negligence or fault on Guest's part.
- (e) These Terms (including any exclusion or limitation of liability) apply to and are for the benefit of A&K Sanctuary's employees and representatives to the same extent as they apply to us. The total amount that you can recover from us, our employees and representatives will not be more than the total amount of our liability, if any.
- (f) Except where these Terms provide otherwise, our liability, if any, is limited to proven compensatory damages.

- (g) Nothing in these Terms affects Guests' rights under any applicable Law including the Consumer Laws;

(B) Time Limits For Claims

A&K Sanctuary shall not be liable for any claims whatsoever unless full particulars in writing are given to A&K Sanctuary within thirty (30) days after the Guest is landed from the ship or in the case the voyage is abandoned, within thirty (30) days thereafter. Legal proceedings to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless commenced within six (6) months after the date guest is landed from the ship or in the case the voyage is abandoned, within six (6) months thereafter, and unless served upon carrier within 120 days after commencement.

(C) Small Claims under \$10,000. Any and all disputes, claims, or controversies whatsoever whether brought *in personam* or *in rem* or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of, related to, or connected with this Contract, the booking of the Cruise and land and hotel packages, no matter how described, pleaded or styled, between the Guest and A&K Sanctuary in which Guest or any other claimant asserts damages for less than \$10,000 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) must be litigated, if at all, before a small claims court located in Victoria, Australia to the exclusion of the courts of any other county, state or country. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be otherwise available.

(D) Arbitration for All Claims Over \$10,000. Any and all disputes, claims, or controversies whatsoever whether brought *in personam* or *in rem* or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with these Booking Terms and Conditions, the booking of the Cruise and land and hotel packages, or Guest's Cruise, no matter how described, pleaded or styled, between the Guest and A&K Sanctuary, in which Guest or any other claimant asserts damages for more than \$10,000.00 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) shall be referred to and resolved exclusively by binding arbitration in Victoria, Australia in accordance with the Resolution Institute Arbitration Rules or if Guest is a national of and habitually resident of a country that is not Australia, then the UNCITRAL Arbitration Rules shall apply to the exclusion of any other forum. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available to any such arbitration proceeding in Victoria, Australia. The arbitration shall be administered by the Resolution Institute in accordance with the fee schedule in effect at the time of initiating the proceeding with the Resolution Institute, which is deemed to be incorporated herein by reference. Each party shall bear their own costs and fees associated with any such filing. Neither party will have the right to a jury trial or to engage in pre-arbitration discovery except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court (other than small claims court in Victoria, Australia). The arbitrator's decision will be final and binding. A&K Sanctuary and Guest further agree to permit the taking of a deposition under oath of the guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of section 18(E)

below governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this clause.

(E) Jurisdiction and Venue. Except as provided above and only of the above-referenced arbitration clause is ruled unenforceable by a court of law, it is agreed by and between the Guest and A&K Sanctuary that all disputes and matters whatsoever related to, arising under, in connection with or incident to these Booking Terms and Conditions, shall be litigated, if at all, before a court located in Victoria, Australia to the exclusion of the courts of any other county, state or country. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available. If a matter is brought in the federal courts of Australia.

(F) Governing Law

A&K Sanctuary bookings are deemed to be contracts made in the state of Victoria and are governed by Victorian law and, to the greatest extent applicable, the general maritime law of the Australia, to the exclusion of all choice-of-law rules which might otherwise apply.

(G) Class Action Waiver

Guest hereby agrees that these booking terms and conditions provide for the exclusive resolution of disputes through individual legal action on each Guest's behalf rather than any class, collective or representative action. Guest may only bring claims against A&K Sanctuary Guest's individual capacity. Even if the applicable law provides otherwise, Guest agrees that any arbitration or lawsuit against A&K Sanctuary whatsoever shall be litigated by Guest individually and not as a member of any class or as part of a class or representative or action, and Guest expressly agrees to waive any law entitling guest to participate in a class action. If Guest's claim is subject to arbitration as provided in section above, the arbitrator shall have no authority to arbitrate claims on a class action basis. Guest agrees that this section shall not be severable under any circumstances from the arbitration clause set forth above, and if for any reason this class action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration. The validity and effect of this class action waiver may be determined only by a judge or court of law and not by an arbitrator. Guest agrees that carrier can receive immediate judicial assistance to enforce this class action waiver.

(H) Claims for Emotional Distress. A&K Sanctuary shall not be liable to the Guest for any emotional distress, mental anguish or psychological injury of any kind, except where said emotional distress, mental anguish or psychological injury was the result of either (a) physical injury to the Guest caused by the negligence or fault of Guest, (b) the Passenger having been at actual risk of physical injury and such risk was caused by the negligence or fault of A&K Sanctuary, or (c) was intentionally inflicted by a A&K Sanctuary crewmember or the A&K Sanctuary.

(I) Claims of Improper Performance or Breach of the Contract. To the maximum extent permitted by Law, A&K Sanctuary's liability for improper performance or breach of the Contract shall be limited to a maximum of two times the price which the Guest paid for their Cruise Package.

(J) No Consequential, Indirect or Punitive Damages. Notwithstanding anything to the contrary elsewhere in these Booking Terms and Conditions, in no event shall A&K Sanctuary or its members, partners, shareholders, directors, officers, managers, employees or agents be

liable for any indirect, consequential, incidental or punitive damages (including but not limited to damages for lost profits, loss of revenue, loss of use, loss of contract or other opportunity, for any other consequential or indirect loss or damage of a similar nature) arising out of the transaction contemplated herein.

19. Privacy Notice

See the A&K Sanctuary Privacy Notice, which can be found at www.sanctuaryretreats.com/privacy-notice, and which is incorporated herein.