

SPECIAL TERMS AND CONDITIONS



1. Reservations

A deposit of 25 % of the trip fare will reserve a space for you on a PolarQuest trip. On advancement of deposit to PolarQuest AB the depositor acknowledges that he/she has read and understands the recited Special Terms and Conditions, including Appendix 1: "The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF)" and Appendix 2: "DIRECTIVE (EU) 2015/2302", and agrees to be bound by them. Your terms and conditions are also available when you log into My bookings. The balance of the trip fare is due 120 days prior to departure. Should the trip be reserved later than 120 days prior to departure, the trip shall be paid in full within three days.

2. Cancellation and Refund Policy

Notification of cancellation must be received in writing by PolarQuest AB. At the time we receive your written cancellation, the following penalties will apply: More than 180 days prior to departure: 15 % of the expedition cost; 180 through 120 days prior to departure: 25 % of the expedition cost; less than 120 days prior to departure: 100 % of trip cost. If cancellation occurs within the 120-day period and full payment has not yet been received, the full penalty will still apply, and unpaid monies are due immediately. Once a trip has departed there will be no refunds from PolarQuest AB for any unused portions of the trip. 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. It is understood that refunds cannot be made to passengers who do not complete the tour for any reason whatsoever.

3. Trip cancellation and Travel/Interruption Insurance

It is required that all travellers purchase interruption insurance as protection against an emergency which may force you to leave from a trip while it is in progress. It is strongly advised that all travellers purchase trip cancellation insurance.

4. Medical Information

Participation on a PolarQuest program requires that you are in generally good health and that you are in no need of extra assistance whatsoever. It is essential that persons with any medical problems and related dietary restrictions make them known to us before departure. The Expedition Leader has the right to disqualify any participant at any time during the trip if he feels the participant is physically incapable and/or if a participant's continued participation will jeopardise either the individual involved or the group. There will be no refund given under these circumstances. By forwarding of deposit, the passenger certifies that he/she does not have any mental, physical or other condition or disability that would cause a hazard for him/herself or other passengers.

5. Prices

PolarQuest AB also reserves the right to change prices due to documented exceptional and unforeseen changes in costs.

6. Itinerary Changes and Trip Delay

PolarQuest AB reserves the right to change a programme's dates, itinerary, or accommodations as conditions warrant. It is understood that such decisions will be made in the best interests of all passengers and with regards to safety. These are expeditions to remote parts of the world, and we reserve the right to change the itinerary due to weather conditions, airline changes, availability of anchorage, political conditions and other factors beyond our control without consulting the participants. Participants have no right to any refund or other considerations in the event of these inevitable itinerary changes. If a trip must be delayed, or the itinerary changed due to bad weather, road conditions, transportation delays, government intervention, sickness or other contingency for which PolarQuest AB or its agents cannot make provision, the cost of delays or changes is not included. Should PolarQuest have marketed a specific guide/lecturer on a trip and he/she would need to cancel, for any reason whatsoever, the traveller have no right to compensation. In such a case PolarQuest will do their utmost to find an equivalent replacement.

7. Itinerary Cancellation

PolarQuest AB reserves the right to cancel an itinerary before departure for any reason whatsoever, including too few participants or logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable. All trip payments received will be promptly refunded, and this refund will be the limit of PolarQuest AB's liability. PolarQuest AB is not responsible for any expenses incurred by trip members in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip related expenses.

8. Participants

PolarQuest AB reserves the right to decline or to accept any individual as a trip member for any reason whatsoever. PolarQuest AB and the contracted Expedition Leader also have the right to dismiss any participant during a trip due to improper behaviour or reasons that could cause a hazard for him/herself or other passengers.

9. Limitations of Liability

PolarQuest AB, its owners, agents and employees give notice that they act only as the agents for the owners, contractors and suppliers providing means of transportation and/or all other related travel services and assume no responsibility howsoever caused for injury,

loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations and discrepancies or changes in transit or hotel services over which it has no control. Changes in the itinerary may be made where deemed advisable.

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 passenger. PolarQuest AB requires that passengers ensure that such eventualities are covered by travel/ interruption insurance. If not covered by travel/interruption insurance the responsibility remains with the passenger and PolarQuest AB specifically decline any responsibility whatsoever. As described in item 5 above, all prices are subject to change.

As described in item 7 above, if a trip must be cancelled, PolarQuest AB is not responsible for any personal expenses incurred by trip members in preparing for the programme.

PolarQuest AB reserves the right 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 and without allowance or refund and with extra costs, if any, resulting therefrom paid by the passengers. Please note: These terms and conditions apply on all PolarQuest trips unless other conditions are printed in the applicable brochure.

10. Disputes

According to Swedish law, PolarQuest AB places all revenue in a bond with the Legal, Financial and Administrative Services Agency (Sw. Kammarkollegiet) in Sweden until the completion of your expedition. Any disputes and matters of whatsoever nature between the customer and PolarQuest AB shall be governed by Swedish law and jurisdiction of the Swedish court.

ABOUT THE ASSOCIATION OF SWEDISH TRAVEL AGENTS AND TOUR OPERATORS' TERMS AND CONDITIONS

The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF) and PolarQuest's special terms and conditions, together with information provided by PolarQuest, apply to the tour. The general and special terms and conditions constitute a part of the agreement. If the terms in the special terms and conditions and SRF's general terms are conflicting, PolarQuest's special terms apply.

TRAVEL GUARANTEE IN CASE OF INSOLVENCY

According to Swedish law, PolarQuest AB places revenue in a bond with the Legal, Financial and Administrative Services Agency (Sw. Kammarkollegiet) in Sweden until the completion of your expedition. Travellers may contact the competent authority Kammarkollegiet, Birger Jarlsgatan 16, 114 34 Stockholm, Sweden, telephone +46 87000800, registratur@kammarkollegiet.se if services are denied because of PolarQuest's insolvency.

PERSONAL INFORMATION POLICY

On advancement of deposit to PolarQuest AB acknowledges that PolarQuest AB, for statistical purposes as well as for enabling PolarQuest to manage returning passengers ([PolarQuest Club](#)), keep name, address and contact details (telephone number and e-mail address) in PolarQuest's database. This information will not be shared with any external party. When one person provides data for several persons travelling together, we assume that the person providing the data has the consent of all travellers to provide the data. You may at any time have these records deleted by sending a message to: info@polar-quest.com.

See the full personal information policy at www.polar-quest.com/about-polarquest/personal-information-policy

APPENDIX 1. GENERAL TRAVEL TERMS & CONDITIONS FOR PACKAGE TOURS

The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF), agreed upon within the industry on 28 June 2018, and PolarQuest's special terms and conditions, apply to the tour.

The tour operator may apply special terms and conditions which differ from the general terms and conditions, provided that the application of special terms and conditions is justified by the special nature of the tour, special provisions governing the mode of transport (such as booking and sales terms for regular flights), different terms governing accommodation due to the special nature of the tour, or special circumstances at the tour destination. The special terms and conditions may not deviate from the Package Tours Act to the disadvantage of the traveller.

The general and special terms and conditions constitute a part of the agreement.

1. THE AGREEMENT

1.1 Unless otherwise agreed, the agreement is binding on the parties when the operator has confirmed the traveller's order. The operator shall confirm the traveller's order without delay. Right of withdrawal does not apply to the purchase of a package travel.

1.2 The primary traveller is the person in whose name the agreement is entered into. The primary traveller is mentioned first in the travel documents or in another clear manner. The primary traveller is liable for payment under the agreement. Any changes and/or cancellations must be made by the primary traveller. An exception may be made if the primary traveller becomes seriously ill and is unable to carry out the change or the cancellation. The primary traveller is responsible for providing the operator with correct booking details with respect to other travellers covered by the agreement. Any refunding is made to the primary traveller.

1.3 If the traveller is below the age of 18 and travelling without a parent, this must be stated when booking. A package tour may require a minimum age which may be higher than 18. Information hereof is provided when booking.

1.4 The times for the outward journey and the return journey stated in the booking confirmation are preliminary. The operator shall provide precise details of the departure times for the tour without delay and, where possible, not later than 20 days prior to departure.

1.5 The operator shall provide general information regarding passport and visa requirements.

1.6 The operator shall provide general information regarding health formalities for the destination.

1.7 Connections or special arrangements are included in the package tour agreement only if booked together and at the same time as the services included in the package tour, or if sold together with other travel services for a total price.

1.8 Any wishes or special services at the traveller's request are included in the agreement only if expressly confirmed in writing by the operator.

1.9 The traveller is responsible for checking the booking confirmation/travel documents as soon as received and ensuring that all information is correct, including that names are spelt correctly and in conformity with the passport. Any errors must be notified immediately. The operator reserves the right to charge a fee corresponding to the actual cost for rectifying incorrect details, as well as a reasonable fee for the additional work caused by the rectification. If the error is attributable to the operator or someone engaged by the operator, rectification shall take place at no cost to the traveller.

1.10 The primary traveller shall immediately notify the operator of any changes of address, email address, telephone numbers or other details of importance for the operator's possibilities to contact the traveller.

1.11 With respect to certain tours, a minimum number of participants is required in order for the tour to take place. In such case, the traveller shall receive clear information thereon not later than when booking.

1.12 Where flight tickets constitute part of the package tour, they shall be used in correct sequential order. Thus, the traveller cannot use only a return ticket when both outward journey and return journey have been booked, or only one part of a flight route. If the ticket is not utilised from the start, the remaining parts are cancelled.

2. PRICE AND PAYMENT

2.1 The price shall be presented so that the total price for the tour is clearly stated. The price shall include all services included in the agreement as well as mandatory supplements, taxes and charges.

2.2 The traveller shall pay the price for the tour not later than the date set forth in the agreement.

2.3 In connection with the booking confirmation, the operator may request a first part payment (application fee). The application fee shall be reasonable in relation to the price of the tour and other relevant circumstances.

2.4 In the event the traveller does not pay the price for the tour in accordance with the agreement, the operator shall be entitled to cancel the agreement and charge reasonable compensation.

2.5 Unless otherwise expressly stated, the price for the tour is based on accommodation for two persons in a shared double room. The operator is entitled to charge a price supplement in the case of accommodation for a single person in a double room or a larger room intended for more than one person.

2.6 The operator is obliged to inform the traveller of any additional costs which may be incurred.

3. THE TRAVELLER'S ENTITLEMENT TO CHANGE AND CANCEL

3.1 The traveller is entitled to change the agreement if the operator so allows. Changes to the agreement may result in additional costs for the traveller from the operator or another party.

3.2 The traveller is entitled to cancel the tour. The operator reserves the right to request compensation from the traveller for the costs incurred by the operator as a consequence of the cancellation. The operator may adopt reasonable standardised cancellation fees based on the time of the cancellation. If the operator has not adopted any standardised cancellation fees, the operator is entitled to charge a reasonable cancellation fee.

4. THE TRAVELLER'S ENTITLEMENT TO TRANSFER THE AGREEMENT

4.1 The traveller may transfer the agreement to a person that satisfies the terms and conditions for participating in the tour. One such condition may, for example, be that a transport company or other party engaged by the operator in accordance with applicable rules must approve the change of traveller. The traveller must notify the operator or the retailer in respect of such transfer in reasonable time prior to the outward journey. Notice which is given not later than seven days prior to the outward journey shall at all times be deemed given within a reasonable time.

4.2 The operator may charge a reasonable fee for the transfer. The fee may not exceed the costs which the operator incurs as a consequence of the transfer. The operator must show the manner in which the cost has been calculated.

4.3 The transferor and transferee are jointly and severally liable to the operator or the retailer for all outstanding amounts to be paid for the tour and for the additional costs resulting from the transfer.

5. CHANGES PRIOR TO THE OUTWARD JOURNEY

5.1 Changes to contract terms and conditions

The operator is entitled to make changes to the contract provided that the operator informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium. Where the change is insignificant, for example minor changes to flight times, the traveller is not entitled to any price reduction or damages. In the case of significant changes to the tour the traveller shall, if possible, be offered an alternative tour or shall be entitled to terminate the agreement without payment of a cancellation fee.

5.2 Change to the price

5.2.1 The operator is entitled to increase the price for the tour if the increase is due to changes in fuel costs, taxes and public fees or exchange rates.

5.2.2 The price for the tour may be increased by an amount corresponding to the traveller's share of the cost increase incurred by the operator. However, there is a right to increase the price only if the total cost increase exceeds SEK 100 per booking.

5.2.3 The price for the tour shall be reduced if, for reasons stated above, the operator's costs are reduced in total by at least SEK 100 per booking. In conjunction with a price reduction, the operator may deduct actual administrative costs.

5.2.4 The operator shall notify the traveller as soon as possible regarding the price changes. The notice shall include reasons for the change and a calculation of the costs.

5.2.5 The price may not be increased, and also need not be reduced, during the final 20 days prior to the agreed date of departure.

5.2.6 The operator may, in its special terms and conditions, waive the right to increase the price pursuant to 5.2.1. In such case, the operator is also not required to reduce the price pursuant to 5.2.3.

5.3 The traveller's right to terminate the agreement without payment of a cancellation fee

5.3.1 Where the traveller wishes to terminate the agreement due to a significant change, e.g. where the price is increased by more than 8% of the total price for the package tour, the traveller must notify the operator that the agreement is terminated within a reasonable time stated by the operator, from the date that the operator informed the traveller of the change. Should the traveller fail to do so, the traveller will be bound by the new agreement.

5.3.2 In the event the package tour agreement is terminated, the operator shall refund the price for the entire journey without unnecessary delay and not later than 14 days after the agreement was terminated.

5.4 The operator's and the traveller's right to terminate the agreement upon the occurrence of unavoidable and extraordinary events

5.4.1 Both the operator and the traveller are entitled to terminate the agreement if performance of the package tour or transport of passengers to the tour destination is materially affected by unavoidable and extraordinary events at the destination or the immediate vicinity thereof. 'Unavoidable and extraordinary' circumstances mean, for example, serious security problems such as war, terrorism, the outbreak of serious illness or natural disasters. In such cases, the traveller is entitled to terminate the agreement without paying any cancellation fee. In the event the operator terminates the agreement in accordance with this section, the traveller is not entitled to any damages. In such cases, the traveller is entitled to a full refund in the manner set forth in 5.3.2.

5.4.2 The traveller is not entitled to terminate the agreement if the unavoidable and extraordinary events were generally known at the time the agreement was entered into.

5.4.3 Expert Swedish or international authorities shall be consulted in order to determine whether the event is of such a serious nature as stated above. From 14 days before departure, a travel advice issued by the Swedish Foreign Ministry to refrain from travelling to a particular destination constitute grounds for termination if the advice covers the time of the traveller's trip. A travel advice from the Swedish Foreign Ministry shall also be considered as grounds for termination if it is otherwise clear that the circumstances on which the advice is based affect or will affect the destination at the time of the traveller's trip.

6. THE OPERATOR'S RESPONSIBILITY FOR PERFORMANCE OF THE PACKAGE TOUR

6.1 Shortcomings in performance

Where a travel service cannot be provided in accordance with the agreement, the operator shall rectify the shortcoming within a reasonable time. However, the operator is not obliged to rectify the shortcoming if it is impossible to do so or if rectification would result in disproportionate costs. If the operator is unable to rectify the shortcoming, the traveller may be entitled to a price reduction and damages.

6.2 Material shortcomings

6.2.1 If, after the departure, a material part of the agreed services cannot be provided, the operator shall, if possible, arrange equivalent or at least an alternative of equal value at no extra cost to the traveller. If the operator is unable to offer this, the operator may offer a lower quality alternative together with a reasonable price reduction. The traveller may only reject such alternatives if they cannot be deemed comparable with that which should have been provided under the agreement or if the offered price reduction cannot be deemed reasonable.

6.2.2 In the event the operator is unable to offer any alternative or if the traveller is entitled to reject such alternatives pursuant to

6.2.1., the traveller may be entitled to a price reduction and damages.

6.2.3 In the event of a shortcoming which materially affects performance of the package tour and which the operator has failed to rectify within a reasonable time, the traveller shall be entitled to terminate the agreement and may also be entitled to a price reduction and damages.

6.2.4 In the event the operator is unable to offer any alternative or if the traveller is entitled to reject such alternatives pursuant to 6.2.1., or if the traveller has terminated the agreement pursuant to 6.2.3, the traveller is entitled to equivalent return transport without unnecessary delay and at no extra cost, provided the package tour includes transport and the traveller is located at the destination.

7. CONCERNING PRICE REDUCTIONS AND DAMAGES

7.1 A price reduction shall be granted unless the operator can show that the shortcoming is attributable to the traveller.

7.2 The traveller is not entitled to damages if the operator can show that the shortcoming is attributable to the traveller or a third party with no connection to the provision of travel services included in the package tour, or if the shortcoming is attributable to unavoidable and extraordinary events.

7.3 If the shortcoming is attributable to any party engaged by the operator, the operator shall be discharged from liability for damages pursuant to these terms and conditions only if the party engaged by the operator is also discharged pursuant to the provision. The foregoing shall apply if the shortcoming is attributable to any other party in an earlier stage.

7.4 There is no entitlement to damages due to the operator having cancelled a tour if the operator shows that fewer persons than the minimum number stated in the agreement have booked the tour and the traveller is notified in writing of cancellation of the tour within the time stated in the agreement.

Notice of cancellation of a tour shall be provided not later than

- 20 days prior to departure if the tour is longer than 6 days
- 7 days prior to departure if the tour is between 2 and 6 days
- 48 hours prior to departure if the tour is shorter than 2 days

7.5 Damages pursuant to these terms and conditions include compensation for pure economic loss, personal injury and property damage. The traveller is obliged to mitigate the loss as far as possible.

7.6 Unless the Package Tours Act or other mandatory legislation sets out any other restriction, the operator's liability for loss shall be limited to three times the price of the package tour. However, this limitation shall not apply in the event of personal injury or in the event of loss caused intentionally or through negligence.

8. COMPLAINTS

8.1 The traveller may only invoke shortcomings in the agreed services if the traveller notifies the operator or the retailer of the shortcoming within a reasonable time after having noticed the shortcoming, or after the traveller should have noticed the shortcoming. Such notification must be made as soon as possible, and if possible at the destination. When determining any price reduction or compensation for loss, the time when the traveller issued the complaint shall be taken into account if such notice would have enabled the operator to rectify the shortcoming.

8.2 Notwithstanding section 8.1, the traveller may invoke a shortcoming if the operator or the retailer has acted with gross negligence or unconsciously.

9. THE TRAVELLER'S RESPONSIBILITY DURING THE TOUR

9.1 The operator's instructions

The traveller shall comply with any instructions provided by the tour guide or another person engaged by the operator. The traveller is obliged to respect the rules of conduct applicable to the tour and at the tour destination and to behave in such a manner that fellow travellers are not disturbed. If the traveller materially breaches the foregoing, the operator may cancel the agreement without the traveller being entitled to any compensation or refund.

9.2 The traveller's liability for loss

The traveller is liable for any damages as a consequence of damage which the traveller has caused the operator through carelessness.

9.3 The traveller's responsibility for formalities

9.3.1 The traveller is personally responsible for complying with necessary formalities for the tour, for example possession of a valid passport, visa, vaccinations and insurance.

9.3.2 The traveller must, with respect to all transport services included in the package tour, have completed check-in in accordance with the tour schedule or other instructions issued by the operator or the transport company.

9.3.3 The traveller is personally liable for all costs incurred due to failure to comply with the aforementioned formalities, for example return transport due to lack of a passport, unless the errors are due to lack of information from the operator or the retailer.

9.3.4 The traveller is responsible for reading the information provided by the operator.

9.4 Deviations from the arrangement

After the tour has begun, the traveller is obliged to notify the operator or its representative regarding deviations from the arrangement.

10. THE OPERATOR'S DUTY TO PROVIDE ASSISTANCE

If the traveller finds herself/himself in difficulties during the tour, the operator is obliged to provide suitable assistance without unnecessary delay. Such assistance may, for example, comprise information about health and medical services, local authorities and consular support. The operator is entitled to charge a reasonable fee for such assistance if the situation was caused intentionally or through negligence on the part of traveller.

11. DISPUTE RESOLUTION

The parties should themselves endeavour to resolve disputes concerning the interpretation or application of the agreement. If the parties are unable to reach agreement, the dispute may be tried by the National Board for Consumer Complaints (ARN), Box 174, 101 23 Stockholm, www.arn.se, or by general court. A dispute can also be tried via the EU Commission's online platform: <http://ec.europa.eu/odr>.

APPENDIX 2. DIRECTIVE (EU) 2015/2302

(Legislative acts)

DIRECTIVES

DIRECTIVE (EU) 2015/2302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC

11.12.2015

L 326/26 & L 326/27

Official Journal of the European Union

Part B

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. PolarQuest AB will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, PolarQuest AB has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that they become insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee. 11.12.2015 L 326/26 Official Journal of the European Union EN
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Travellers may contact, where applicable, the competent authority Kammarkollegiet, Birger Jarlsgatan 16, 114 34 Stockholm, Sweden, telephone +46 8700 08 00, registratur@kammarkollegiet.se if services are denied because of PolarQuest's insolvency.

Website where Directive (EU) 2015/2302 as transposed into national law can be found: <https://eur-lex.europa.eu/legal-content/ENG/TXT/PDF/?uri=CELEX:32015L2302>