## **Tickets Agreement Conditions**

1. The ticket encompasses and authorizes the terms of the ticketing agreement between the passenger and the Ship Operator.

The ticketing agreement consists of the ticket instructions, the conditions presented herein, and by the relevant provisions of Book III of the Commercial Code of the Republic of Chile.

2. The ticket is valid only for indicated ship, trip and passenger. Therefore, a traveler who does not make use of the right to postpone or desist from the trip and does not embark on the contracted ship and trip, loses all rights to them.

The ticket is issued to the passenger by name, and cannot be transferred to another person without the prior written consent of the Ship Operator.

Notwithstanding the designation of the ship on the ticket, the Ship Operator may conduct travel on contract, interchangeably, on any of the ships Stella Australis or Ventus Australis, of similar characteristics and conditions.

- 3. The passenger must carry the ticket for the entire journey for which it was issued and display it as many times as required by the Ship Operator and/or by the maritime authority, whether at the time of boarding, during navigation and/or disembarking.
- 4. Passenger must confirm boarding 48 hours in advance. Likewise, on boarding day the ticket must be presented to check in at the place and time indicated by the Ship Operator.

Any passenger who wishes to postpone the date of trip indicated in the ticket, changing it for a later one, must submit a written request to the Ship Operator, who may accept or reject the request without stating any reasons. If accepted, the passenger must pay the Ship Operator a fine of US\$ 100 .- (One hundred dollars of the United States of America) or its equivalent in Chilean pesos, current currency of legal tender; and any price difference that the ticket has for the new requested date.

If the passenger does not request the postponement or if the request is rejected by the Ship Operator, it shall be understood, for all purposes, that the passenger abandons the ticket if they do not appear at the time of boarding, with the rules established for that situation applying in that circumstance.

5. The date and time of departure indicated on the ticket is approximate. Departure and arrival times are approximate; the vessel may be delayed, without liability for the Ship Operator, due to weather conditions, by order of the maritime authority, due to the welfare, health and safety of one or more passengers or due to an act of authority or other event constituting force majeure or fortuitous event, and the passenger shall not be entitled to any compensation for such circumstance.

The date and time of arrival at the port of destination is also estimated, and there may be advances or delays due to any of the aforementioned reasons, without liability to the Ship Operator.

The carrier may cancel the ship's launch in the event of force majeure or fortuitous event, and the passenger in such a situation is not entitled to restitution of the amount paid for the ticket or to compensation for damages of any kind.

In the event of delay in the departure of the ship or delayed arrival at its destination, the passenger shall be entitled to, during the period of delay, accommodation on the ship and food.

6. The price of the ticket does not include the value of the port fees charged in the ports of Punta Arenas (Chile) and Ushuaia (Argentina), nor the value of visas or eventual migratory fees or reciprocity taxes or of any other kind that are currently or in the future charged to passengers due to their entry and / or exit to / from the republics of Chile and Argentina. These fees and taxes shall be charged to passengers separately from the value of the ticket or paid directly by the passenger, as the case may be.

The ticket does not include tips that are given to the crew or the purchases made in the stores on board, or any additional expenses incurred by the passenger due to personal needs or circumstances that arise during the course of the trip, such as a medical evacuation requested by the passenger or their family members.

7. In accordance with the applicable legislation, the Captain is the senior officer of the vessel in charge of its governance and direction, is vested with the authority and powers to enforce the laws and regulations of the Republic of Chile, especially maritime legislation, and is delegated by the public authority for the preservation of order and discipline on the vessel.

Likewise, the legislation establishes that passengers must respect and obey the Captain in all matters regarding the safety of the vessel, its crew and the passengers themselves, and are therefore obliged to comply with all regulations and rules issued by the ship owner with regard to the transportation of passengers and their property, as well as the orders of the Captain of the vessel, and are prohibited from accessing restricted areas of the vessel.

By virtue of this authority, the Captain may prevent boarding or order disembarkation or other measures with regard to those passengers who represent a physical or psychological threat to the health or integrity of the remaining passengers or crew or whose behavior does not respect the rules of order or discipline of the vessel or does not comply with the regulations and rules issued by the Owner or with the orders given by the Captain. Passengers may disembark at any intermediate port before arriving at their destination and be required to lodge at such port and obtain transportation to their destination at their own cost and expense. All of the above is without prejudice to the passenger's liability for damages and harm caused to the vessel, the crew and/or other passengers and to the sanctions that may be imposed by the competent authority.

8. The means for the voyage is an expedition cruise, and the ship does not have elevators or seats and special facilities for people with disabilities. Passengers with disabilities should inquire about the facilities that may be provided to them for the trip.

By entering into the ticketing agreement and boarding the ship, the passenger accepts these conditions, not having the right to action or compensation of any kind against the Ship Operator for the possible consequences that these circumstances may cause, be they foreseen and/or unforeseen, foreseeable and/or unpredictable.

- 9. In the event that an adult passenger travels accompanied with minors, they will assume full responsibility for the integrity of said minors and for their compliance with the ship's security measures.
- 10. Passengers are forbidden to carry firearms, dangerous objects or any explosive that is within the scope of the Arms Control Law, and may not carry them in their luggage or introduce them in their cabin. Likewise, they are prohibited from carrying all types of drugs and substances prohibited by Chilean and Argentine legislation.

Passengers will be responsible for any damages or losses caused to the Ship Operator, its dependents and/or third parties as a result of carrying or attempting to carry the aforementioned objects and substances.

- 11. Animals are not permitted on the Ship Operator's ships.
- 12. In each cabin there is a secure box available to the passenger, in order for them to keep, under their own responsibility, the money, negotiable instruments or other objects of great value.

The box is opened with a secret key that must be created by the passenger in by following the instructions, which are located next to the box.

Regarding the above, the Ship Operator will not be responsible for the damages suffered by the passenger as a result of eventual losses and/or damages, whatever their cause and/or amount, of money, negotiable instruments, jewels, or other objects of great value, such as gold or silver in bars, coins or sheets, cutlery or utensils of precious metals or others of a similar nature.

- 13. The ship may navigate any route, enter and leave any port, return to port, deviate and make stops at any port and/or other places or disembarking sites, whether or not they are in the order or direct or regular course of the itinerary or journey, with or without tows, towing or being towed and assisting other ships in all kinds of situations. If it is obliged to do so by any order of authority or to comply with any regulations or legislation applicable to navigation, for reasons of the safety or welfare of one or more passengers or by any other act which constitutes a fortuitous case or force majeure, the ship may also omit stopping at ports or points of disembarking stated on the itinerary, without passengers being entitled to any compensation.
- 14. The ship is free to comply with any orders or instructions issued by the competent authorities or those which are presented as competent to issue them, whether in terms of loading, departure, routes, ports of layover, interruptions, transshipments, unloading, arrival at destination or others. In the event that, on the occasion of the above-mentioned orders, the Ship Operator cannot disembark the passengers at the place of destination provided for on the ticket, they may disembarked at any other port; it being understood that

the ticketing contract has been fully fulfilled and executed in the indicated manner, ceasing the responsibility of the Ship Operator from that moment on.

Therefore, in such a case, the Ship Operator shall not be obliged to return to the passenger the total or partial amount of the ticket or to pay or assist the passenger to their destination, or to indemnify the passenger for any expenses incurred during the stay on land while he or she waits to continue their journey to the place of destination or any other reason.

15. Passengers temporarily disembarking on their own or interrupting the journey on intermediate stopovers shall bear the costs of their stay on land, as well as all boarding and desembarking expenses and taxes, if any.

When the passenger does not arrive on board at the time and place set for boarding, on a stopover or at the time when the passenger has disembarked voluntarily, the captain may resume the journey without that passenger, who shall not be entitled to demand the refund of the amount of the ticket paid, or any other compensation by the Ship Operator.

- 16. When the trip is temporarily interrupted for reasons given by the Shipowner, the passenger shall be entitled to accommodation and food without being able to require additional payment.
- 17. Without prejudice to the other conditions established above, the Ship Operator shall be freed from the performance of the obligations arising from the ticketing agreement, without contracting any obligation to refund the amount to be paid damages to the passenger, in the event of force majeure or fortuitous event.
- 18. The Company may cancel one or more voyages due to force majeure or acts of God, i.e., the sanitary measures imposed by the national authorities in the port of departure or landfall that prevent the departure or landfall and/or the restrictions imposed by the national or international authorities that restrict or prevent the access of passengers to the port of departure or carrying out maritime tourism voyages.

- 19. If the passenger wishes to insure the risks of health, death, travel assistance, loss or damage or other contingency that may affect his/her person and/or baggage during the trip, they must take out travel assistance insurance or other insurance for the insurance company of their choice. Notwithstanding this, the Ship Operator has a civil liability insurance to respond for any accidental loss or damage that the person and/or belongings of the passenger on board the ship may experience. The responsibility of the Ship Operator is governed by the conditions of the ticketing agreement and by the applicable rules of Third Book of the Chilean Commercial Code.
- 20. Whenever the passenger causes damage to the ship or its facilities, equipment or property, or to the property of the Ship Operator, there shall be compensation for the damaged goods or property.
- 21. Any dispute between the passenger and the ship operator shall be subject to the relevant provisions of Book III of the Commercial Code of the Republic of Chile.