

Abercrombie & Kent  
PRIVATE JET

**WILDLIFE ADVENTURE BY LAND & SEA**  
AROUND THE WORLD BY PRIVATE JET  
May 19–June 11, 2025

**Reservation Form**

**Guest Information**

Guest 1 Name	Guest 2 Name
Date of Birth	Date of Birth
Email	Email
Street Address	City
State/Province	ZIP/Postal Code
Phone	Alternate Phone

**Operator-Participant Contract, and Terms and Conditions**

I have read, understand and agree to the Private Jet Operator-Participant Contract and Terms and Conditions set forth for **Wildlife Adventure by Land & Sea: Around the World by Private Jet (May 19–June 11, 2025)**.

Signature	Date
Signature	Date

**Please email the completed form to your travel consultant.**

# PRIVATE JET OPERATOR BOOKING TERMS AND CONDITIONS AND PARTICIPANT CONTRACT

These booking terms and conditions and participant contract (the "T&C") apply to the services described in Abercrombie & Kent marketing materials for Wildlife Adventure by Land & Sea: Around the World by Private Jet (hereinafter called the "Tour") from May 19 – June 11, 2025 and all related extensions and reservations. Please read the T&C carefully, which will form the express terms of your Contract with Abercrombie & Kent. The T&C include an agreement to mandatory binding individual arbitration, which means that you agree to proceeding in court. These T&C also include your waiver of any right to bring, or participate in, a class action and a jury trial waiver. If anything in these T&C 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 T&C. For all other Abercrombie & Kent terms and conditions, please refer to [www.abercrombiekent.com](http://www.abercrombiekent.com)

## DEFINITIONS

"A&K" means Abercrombie & Kent USA, LLC and its owners, operators, parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers, and all employees, officers, pilots, crew members and agents of such individuals, companies and entities. Abercrombie & Kent USA, LLC's address is 1411 Opus Place, Suite 300, Downers Grove, Illinois 60515.

"Contract" means the contract between A&K and Guest for the Tour as reflected in the confirmation invoice sent by A&K to Guest's Travel Advisor or directly to Guest.

"Force Majeure Events" means unusual and/or unforeseeable circumstances beyond A&K's control or the control of our suppliers, the consequence which neither A&K, nor its suppliers, could avoid even with all due care and which affect the ability of A&K to provide the Services or the ability of the Suppliers to provide Products, including, but without limitation, acts of God, flood, drought, earthquake, extreme weather or other natural disaster, ice conditions in oceans and level of water in rivers, epidemic, pandemic or significant risk to human health such as the outbreak of disease (including but not limited to Covid-19 and any disease caused by a new strain of the coronavirus), terrorist activity, civil strife, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, natural, or chemical or biological disaster, contamination or sonic boom, any law, guidance or advice issued, or any other action taken by a government (local or national) or port, border, river and/or aviation authority (local or national) or other public authority, collapse of buildings, fire, explosion or accident, or interruption or failure of utility service.

"Guest" means each person, including minors, named either on the Reservation confirmation or on the Contract or on a ticket issued by A&K.

"Guest with Disabilities" means any Guest who has special needs.

"Minor" means any person under the age of 18.

"Reservation" means a Guest's acceptance of a Quotation as informed to A&K, subject to these T&C.

"Travel Advisor" means any travel agent or any website not owned or operated by A&K and used by Guest to book their Tour.

"Tour" means the Wildlife Adventure by Land & Sea: Around the World by Private Jet Tour offered by A&K from May 19–June 11, 2025.

"Website" means the set of related web pages, documents and hypertext links served from the web domain [www.abercrombiekent.com](http://www.abercrombiekent.com)

"Major Changes" means Guest shall have the right to cancel and receive a full refund if A&K makes any of the following "Major Changes" in the Tour prior to departure:

- A change in the departure or return date, unless the change results from a flight delay required by the Air Carrier that does not exceed forty-eight (48) hours, and of which A&K received less than two (2) days' notice.
- A change in the origin or destination city, unless the change affects only the order in which cities are visited.
- A substitution of any hotel of lesser quality that is not named in this Contract, provided no other option is available
- A Tour price increase of more than 10 percent (10%).

## RESPONSIBILITY

A&K is the Tour Operator and, except as expressly provided in this Agreement, is responsible to Guest for contracting for all services and accommodations offered in connection with the Tour. However, in the absence of negligence of A&K, A&K is not responsible for personal injury, property damage or other loss caused by (a) any air carrier, hotel or other supplier of any of the services being offered in connection with the Tour, or by (b) delays, or defects in or failures of any aircraft, vessel, automotive vehicle, or other means of transportation or supplier that is not under its direct control.

## TOUR PRICE

The price of the full Tour is \$167,950 per person, double occupancy, with an additional \$16,995 charge for a single room (subject to availability). Tour prices include Tour flight, all applicable taxes and the additional services. Prices reflected in this Contract are based on current taxes and jet fuel costs. Rises in cost of tax and/ or fuel could necessitate a supplemental charge. Any tips or gratuities not specifically mentioned as included in the total Tour price will be at your discretion. Except for "Major Changes," as described below, no refund will be made for

any accommodations or services included in the Tour price which you voluntarily do not use.

## RESERVATIONS AND PAYMENT

A non-refundable deposit of \$15,000 per person and a signed Contract is required to secure a confirmed reservation for the Tour. A second non-refundable deposit of \$45,000 per person is due by August 22, 2024. Final payment will be due on or before November 20, 2024. If your reservation is made within 180 days of departure (on or after November 20, 2024), the entire cost of the trip must be paid at the time of confirmation. If the Tour is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other guests cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

All checks and money orders must be made payable to our depository bank, "Shelby Financial Corporation – Abercrombie & Kent USA, LLC, Escrow Account," or to your travel agent, who in turn must make a check payable to "Shelby Financial Corporation – Abercrombie & Kent USA, LLC, Escrow Account."

Payment may be made using any major credit card, check or wire transfer, and all payments are secured in an escrow account.

Please note: A minimum age to participate in this program applies. Please inquire at the time of booking.

## ESCROW AGREEMENT

All payments received by Abercrombie & Kent USA, LLC, for travel services on this Tour are protected in part by a surety trust agreement that we have obtained from Level One Bank, 32991 Hamilton Court, Farmington Hills, MI 48334. Unless you file a claim with us, or, if we are not available, with the securer within 60 days after the completion of the Tour, the securer will be released from all liability to you under this security agreement. Claims should be filed directly with Abercrombie & Kent USA, LLC, and Shelby Financial Corporation. Attention: Michael Glynn, 5 Great Valley Parkway, Suite 110, Malvern, PA 19355 within 60 days after the completion of the trip. Otherwise, Shelby Financial Corporation, Level One Bank and Abercrombie & Kent USA, LLC, shall be released from all liability to you under this Agreement.

## A&K'S GUEST PROTECTION PROGRAM

Travel insurance is not included in the price of the booking and is strongly encouraged. You may purchase A&K's Guest Protection Program for Private Jet or Inspiring Expeditions administered by Allianz Global Assistance (which provides cancellation benefits, emergency medical benefits, and protection for lost, stolen, or damaged luggage). Benefits take effect the day A&K receives payment for the plan. Insurance plan cost must be paid at time of each deposit. All remaining costs are due at time of final payment. Additional terms apply. The plan cost is calculated based on the total price of your travel arrangements. For more information, visit [Allianz Global Assistance](#). Insurance benefits are subject to the terms, conditions, and exclusions in the plan, including an exclusion for pre-existing conditions.

Due to the remote locations featured, A&K requires guests hold medical insurance in the amount of \$25,000 per person and \$100,000 per person in emergency evacuation/repatriation insurance for Private Jet Journeys ("Minimum Coverage"). Guests will be required to provide evidence of the Minimum Coverage at time of final payment. A&K's Guest Protection Program through Allianz for Private Jet/Inspiring Expeditions includes both medical and emergency evacuation cover at the required levels but guests are encouraged to secure insurance through any provider as long as the policy includes the Minimum Coverage. Please note emergency evacuation insurance provides benefits for the costs associated with covered emergency evacuation and repatriation up to the limits of the respective plan; however, it does not guarantee the timing, method or mode of such evacuation and repatriation, which is subject to weather, location and other conditions or variables outside of A&K's control. Please feel free to reach out to your A&K Travel Consultant should you have questions and to discuss your options.

## BAGGAGE

Each Guest is strictly limited to 80 lbs. of checked baggage in a maximum of two suitcases. Small carry-ons should be limited to one per person. Baggage, when not handled by A&K, and personal effects are at all times the sole responsibility of the participant. Check with your selected airline for other baggage restrictions applicable to your flights to join and leave the Tour.

In Indonesia, guests are strictly limited to one suitcase per person limited to 23 kg / 50 lbs. The remainder of Guests' luggage will be stored by A&K during these program segments.

In Namibia and the Pantanal in Brazil, guests are strictly limited to 15 kg / 33 lbs. of soft-sided luggage per person. A duffel bag for this purpose will be provided by A&K, for each Guest prior to departure. The remainder of Guests' luggage will be stored by A&K during these program segments.

For INTERNATIONAL FLIGHTS, the Air Carrier's liability is limited to the actual value of the baggage but not more than 1,131 special drawing rights (SDR) per Guest.

## CANCELLATION CHARGES

Cancellations will be effective on the date of receipt by A&K whether by phone or email. All payments are non-refundable. Refunds will not be made for any missed services or missed days.

If you cancel your reservation, your right to receive a refund is limited, per the following schedule:

CANCELLATION FEES PER PERSON	
Date	Amount
On or before August 22, 2024	\$15,000
Between August 23 and November 20, 2024	\$60,000
On or after November 21, 2024	100% of the program price

Guest agrees the sums referenced in the cancellation provisions above are not a penalty and represent a reasonable effort on behalf of A&K to establish its loss prospectively and represent liquidated damages. These include but are not limited to costs and fees charged by hotels and travel suppliers to A&K for cancelled reservations.

If you cancel and provide a substitute participant for this trip, you will receive a full refund of money paid toward the Tour price less an administrative charge of \$25 within 14 days after the substitute has paid in full. The costs for visas and other required travel documentation, commercial air tickets, and pre-tour or post-tour independent arrangements may not be refundable. If you paid for the Tour by credit card, you may cancel and receive a full refund until you have signed a Private Jet Operator Participant Contract. Such refunds will be made within 14 days of cancellation.

Guest shall have the right to cancel and receive a full refund if A&K makes any Major Changes in the Tour prior to departure.

Notice of any Major Change will be given within seven (7) days of learning of the change, but at least ten (10) days prior to the scheduled departure date. Provided, however, that if A&K first learns of a Major Change within ten (10) days of the scheduled departure date, it will notify Guest as soon as possible. Within seven (7) days after receiving notification of a Major Change, but in no event later than departure, you may cancel your reservation and you will receive a full refund within fourteen (14) days. If a Major Change occurs after the departure of the flight which you are unable to accept, A&K will refund, within fourteen (14) days after the return date named in this agreement, that portion of your payment which applies to any services not provided.

A&K reserves the right to cancel the Tour at any time for any reason whatsoever, in its sole and unreviewable discretion. Provided, however, that A&K shall have no right to cancel the Tour less than ten (10) days before the scheduled departure except due to Force Majeure Events that make it impossible to operate the Tour. If a Tour is canceled 10 or more days before the schedule departure, A&K will notify you in writing within 7 days after the cancellation, but in any event, at least 10 days before the scheduled departure. If cancellation within 10 days of the departure date is required due to Force Majeure Events to operate the Tour, A&K will notify Guest as soon as possible. In the event of a cancellation or material alteration due to a Force Majeure Event, A&K 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.

Guest's acceptance of any refund offered under this Agreement shall constitute a waiver of any additional remedies.

A&K and the Air Carrier each assume no responsibility and shall not be held liable for any unusual and unforeseen circumstances including, but not limited to; Acts of God, fire, flood, fog, smog, weather, mechanical and technical failures, acts of government or other civil or military authorities, wars, civil disturbances, riots, terrorist acts, crimes, strikes, shortages of aviation fuel, epidemics, pandemics, outbreaks of illness, quarantines, hazards incident to sea, land and air travel, or any other similar occurrence that is beyond its reasonable ability to control.

## AIRCRAFT AND FLIGHTS

ICELANDAIR, Reykjavikflugvöllur, IS-101 Reykjavik, Iceland, (the "Air Carrier"), will be using a Boeing 757-23N(WL) Business Jet with 52 VIP-style seats. The Air Carrier reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute. The timetable and flight routes for the Tour are approximate and subject to change. In addition, international flights are subject to landing rights and other restrictions that are under foreign government control. If a foreign government for any reason denies landing rights, and if travel to that destination is canceled, Guest will receive a refund with respect to that cancelled destination.

Guests and their personal belongings, including baggage, are subject to search by airport authorities to ensure the safety and security of the flight. Any Guest who, upon request, refuses to consent to any such procedure may be refused transportation.

No individual air ticket will be issued to the travellers on the private jet. Rather, each traveller will be listed on a master air manifest that will be the responsibility of the Tour Director throughout the Tour.

**Air Carrier's Right to Deny Boarding.** The Air Carrier shall have the right to refuse boarding or to remove any Guest:

- Who appears to be intoxicated or under the influence of any illicit drug or controlled substance;

(b) Who refuses to consent to any reasonable checks of his person or baggage deemed by the Air Carrier or responsible airport authorities to be in the best interest of the flight;

(c) If necessary for the reasonable safety and comfort of the other Guests or if Guest is creating a hazard or risk to himself or other persons or property,

(d) Whose passport, visas, vaccination certificates and all other required travel documents are not complete, or who has not complied with the applicable laws, regulations, orders, demands or travel requirements of any country or state from, through or to which a Tour flight is operated on the Tour.

#### Tour Itinerary

The full Tour begins in Maui, Hawaii, on May 19, 2025, and ends in Fort Lauderdale, Florida, on June 11, 2025. The information regarding the itinerary, flight segments, hotels, and ground services can be found at [www.abercrombiekent.com](http://www.abercrombiekent.com).

#### Guest's Representations

(a) Guest certifies that they have not been treated for, nor are they aware, of any physical or other condition or disability that would create a hazard to themselves or other members of this Tour or reduce their ability to enjoy and benefit from the sightseeing and dining program. Guest agrees that they may be removed from the Tour at their own expense if not compliant with the foregoing.

(b) Guest agrees to comply with all treaties, customs, police, public health and other regulations including the immigration and customs laws of each country or state from, through, or to which the Tour is operated.

(c) Guest accepts full responsibility for all consequences of their failure to obtain passports, visas, vaccination certificates and all other documents required for travel to destinations in the Tour itinerary.

(d) Guest warrants that their passport has ten (12) blank pages to last the duration of the itinerary and valid beyond December 11, 2025.

#### PROGRAM INCLUSIONS

##### **Included in the quoted program price:**

**Aircraft:** The private jet flights will be performed using a Boeing 757-23N(WL) aircraft with 52 lie-flat, VIP-style seats from Maui, Hawaii, USA; Marshall Islands (technical stop); Koror, Palau; Jakarta, Indonesia; Siddharthnagar, Nepal; Mahé, Seychelles; Windhoek, Namibia; Recife, Brazil (technical stop); Cuiabá, Brazil; Panama City, Panama; Fort Lauderdale, FL, USA. The Air Carrier for the private jet flights will be Icelandair. Additionally, local charter flights will be used for transportation and excursions in Indonesia, Nepal, Namibia and Brazil.

**Accommodations:** Accommodations as indicated in the itinerary, based on double occupancy. Single occupancy is available at a supplementary cost. Single accommodations are limited on this program. A limited number of suite upgrades are available at additional cost at some destinations and can be purchased on a first-come, first-served basis.

Note: A&K will assign seats on the private jet and hotel/camp accommodations on a first-come, first-served basis at its discretion.

**Visas:** Concierge service to facilitate the procurement of required visas (does not include visa fees).

**Meals:** All meals, beginning with dinner in Maui on May 19, 2025, and ending with lunch on board the private jet on June 11, 2025.

**Beverages:** Bottled water at all meals and on excursions. Beer, wine, soft drinks and bottled water at all lunches and dinners where available. Full bar service on private jet flights and at scheduled cocktail events.

**Private transfers:** Transfer on arrival to join the trip in Maui is included, regardless of the day of arrival.

**Additional inclusions:** A&K's Travelling Bell Boy Service is provided; however, because of security regulations, this service may be limited at airports, rail stations and points of embarkation for cruises. A&K's Traveller's Valet includes laundry service for ten (10) pieces at two selected locations during the trip; dry cleaning is not included.

**Services:** Services of professional A&K Tour Director, Tour Managers, Luggage Manager, Photographer and a Physician throughout the itinerary; local guides are provided in each destination.

#### Hotel and airport taxes.

**Internet access:** Internet access will be limited in some destinations; where available, complimentary Internet access is included. Wi-Fi speed and coverage on board the private jet is very limited and will vary depending on location.

**Entrance fees:** During all sightseeing tours.

**Gratuities:** All gratuities, including those for your professional A&K Tour Director/Managers and Luggage Manager.

**Not included in the quoted program price:** A&K's Guest Protection Program; airfares to join/leave the program; additional or alternative sightseeing not included in the itinerary; excess baggage charges; personal expenses such as costs to obtain passports, visas and regulatory travel documentation which are not included in the Tour cost; special assistance; meals other than specified in the itinerary; premium liquor except on the private jet and during special events; beverages, other than those with group meals or at group functions; personal laundry (except for A&K's Traveller's Valet); and communication charges. Itinerary, accommodations and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond A&K's control. Every effort will be made to operate the Tour as planned.

#### PRICES & ARRANGEMENTS

The quoted Tour price includes planning, handling and operational

charges, and is based on current rates of exchange, tariffs and taxes as of March 2024. A&K reserves the right to increase the Tour price to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. A&K is under no obligation to give a breakdown in costs of any journey. Marco Polo Club discount is not applicable to this program.

A&K also reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute, withdraw a Tour or any part of it, to make such alterations in the itinerary, to change the maximum number of Guests, or with the Tour inclusions as it deems necessary or desirable and to pass on to Tour members any expenditures or losses caused by delays or events beyond its control.

#### PASSPORTS AND VISAS

A valid passport is required for all Guests on this journey. Officials may request additional documentation and failure to obtain additional visas and/or entry permits does not negate the T&C. Any extra costs for rerouting participants without visas and/or entry permits will be the responsibility of the participant. Information regarding passports and specific entry requirements for destinations on this itinerary will be provided in your pre-tour documentation.

#### HEALTH REQUIREMENTS

This is an active program, which requires you to make a realistic assessment of your health. All participants are expected to be in good health, to enjoy travelling as part of a group, and to be ready to experience cultural differences with grace. Walking and climbing stairs are required in many hotels and airports, to board the aircraft, and as part of many excursions. Prior to travelling, we highly recommend visiting your personal physician for a check-up, so that you may discuss your ability to participate in this type of journey. Proof of yellow fever inoculation is required. For the latest recommendations on specific health precautions for the areas you will visit, consult your physician and the Centers for Disease Control. Any physical condition requiring special attention, diet, or treatment has to be reported in writing when the reservation is made. We will make reasonable efforts to accommodate participants with special needs; however, we cannot accommodate wheelchairs. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, and at the discretion of our Tour staff. Any extra cost for such arrangements will be the responsibility of the participant. If you would like to forgo some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time.

By booking a Tour, Guest represents that Guest and Guest's travelling party are physically and emotionally fit to travel and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or result in a deviation of the Tour. Any Guest with a special medical, physical, or other needs requiring medical attention or special accommodation during the Tour is requested to notify A&K in writing at the time of the booking of such special need. Upon booking the Tour, Guests who have special needs are requested to contact A&K at 888 755 3491 to discuss details of their special needs. A&K 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 Tour.

#### Public Health; Communicable or Infectious Diseases

"Communicable Disease" 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. "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. 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 Centers for Disease Control and Prevention ("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. Relevant public health authorities, including but not limited to the CDC and others worldwide, are referred to herein as "Public Health Authorities." 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 participation in a Journey is entirely voluntary. By participating in a Journey, 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 travelling and is strongly encouraged to consult with a medical provider before deciding to participate in a Journey 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 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, which may include testing before, during and after your Journey; (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 participation 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 at its sole discretion, according to technical instructions or orders by Public Health Authorities; (d) participation in contact tracing and data collection for Communicable or Infectious Disease surveillance; (e) mandatory isolation and/or quarantine; (f) mandatory daily temperature checks; (g) mandatory use of face coverings/face masks according to Public Health Authorities' guidelines and (h) following A&K physical distancing requirements.

You further acknowledge that the public health rules, regulations, mandates, and safety protocols issued by A&K and/or Public Health Authorities and/or other governing bodies are subject to change. A&K 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. 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.

It is the responsibility of the Guest to become informed about the most current travel advisories and warnings by referring to the U.S. State Department or their respective government agencies. In the event of an active State Department or government agency travel warning against travel to the specific destination location(s) of the Journey, 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. You are also strongly encouraged to review any CDC travel advisory, warning, or recommendation relating to travel prior to making your Journey reservation at <https://www.cdc.gov>, and to visit the U.S. State Department's website at <http://travel.state.gov>.

#### A&K MOBILE APP

Abercrombie & Kent may provide information for your journey via a web platform and an A&K mobile app (the "App"). The use of the App is not part of your holiday package experience and is merely intended to offer an interactive option to view your itinerary and other related information. Once downloaded, you are subject to the privacy policy and terms of use as found in the App. You are responsible if you provide access or use of the App to any members of your travelling party.

#### PHOTOGRAPHY DURING TRAVEL

A&K reserves the right to take photographs and video of Guests during the operation of any program or part thereof and to use, re-use, publish, and republish their image, identity likeness, voice, interview, statements, video clips and sound recordings, and/or photographic portraits or pictures in which Guest(s) may be included (an "Image"), for promotional purposes during the program and thereafter. By booking a program with A&K, Guests acknowledge that A&K is the owner of the photographs and video and agree to allow their Image to be used in such photographs and videos, which may thereafter, be used by A&K. Guests who prefer that their images not be used must (1) identify themselves to their Resident Tour Director at the beginning of their Journey; and (2) notify their A&K Travel Consultant by email, not later than thirty (30) days following the end of Guest's journey. In the event Guest fails to comply with both obligations, Guest shall not be exempt from this section. If such written notice is not timely provided, Guests, individually and on behalf of any minor child travelling with them, have granted unrestricted rights and permission for A&K to use the Images.

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

A&K 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). Neither A&K 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 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 Parties are not liable for any injury to Guest, including any negligent or willful 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 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 any goods or 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, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in the Tour.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkeling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, whitewater rafting, jet boat rides, polar plunge, snowmobiling, primate tracking and any other activity which

A&K considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the A&K Parties from any liability whatsoever related thereto.

Further, as consideration for being permitted to participate in the Activities; you release the A&K Parties, whether known or unknown, from, and agree not to sue or make claim against the A&K Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the A&K Parties and/or from any defect in equipment. You further agree to indemnify and hold the A&K Parties harmless with respect to any claim made against the A&K Parties by anyone else (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the A&K Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

#### AMENDMENTS

A&K reserves the right to correct any errors or omissions in its published materials and to amend these T&C at any time. All amended T&C shall automatically be effective upon being posted by A&K to the Website. Guests should check the Website prior to travel in order to ensure they are aware of any changes.

#### IMPORTANT LIMITATIONS ON THE COMPANY'S LIABILITY

Nothing in these T&C shall limit or deprive A&K of the benefit of any applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability. In the event multiple statutes, laws or conventions may apply, A&K 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 shall be entitled to invoke the limitation which provides the most favorable limitation to A&K.

##### (A) Time Limits for Claims

A&K shall not be liable for any claims whatsoever unless full particulars in writing are given to A&K within thirty (30) days after Guest completes the Tour. 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 completes the Tour, and unless served upon A&K within 120 days after commencement. Guest expressly waives all other potentially applicable state or federal limitation periods for claims which include, but are not limited to, allegations concerning any and all civil rights, the Americans with Disabilities Act (ADA), trade practices and/or advertising.

##### (B) Small Claims under \$8,000

Any and all disputes, claims, or controversies whatsoever whether brought 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 these T&C and the booking of the Tour, no matter how described, pleaded or styled, between Guest and A&K in which Guest or any other claimant asserts damages for less than \$8,000 (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 DuPage County, Illinois, U.S.A. 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.

##### (C) Arbitration for All Claims Over \$8,000

Any and all disputes, claims, or controversies whatsoever whether brought 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 T&C and the booking of the Tour, no matter how described, pleaded or styled, between Guest and A&K, in which Guest or any other claimant asserts damages for more than \$8,000.00 (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 pursuant to the united nations convention on the recognition and enforcement of foreign arbitral awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. § 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in DuPage County, Illinois, U.S.A. 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 DuPage County, Illinois. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its comprehensive dispute resolution rules and procedures and the schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference. Each party shall bear their own costs and fees associated with any such filing. If Guest has a question about the arbitration process or wants to obtain a current copy of the comprehensive dispute resolution rules and procedures and/or fee schedule, guest may contact NAM at: National Arbitration and Mediation, attention claims department, 990 Stewart Street, First Floor, Garden City, NY 11530, telephone number (800) 358-2550. 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 DuPage County, Illinois). The arbitrator's decision will be final and binding.

##### (D) Jurisdiction, Venue and Jury Trial Waiver

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 Guest and A&K that all disputes and matters whatsoever related to, arising under, in connection with or incident to these T&C, shall be litigated, if at all, before the United States District Court For The Northern District of Illinois in Chicago or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in DuPage County, Illinois, U.S.A. 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 the United States and no diversity jurisdiction exists, then the matter must proceed under the court's admiralty jurisdiction and Guest may not be allowed a trial by jury. If a matter proceeds under the court's admiralty jurisdiction, then carrier consents to a trial by jury pursuant to Federal Rule of Civil Procedure 39(C). Guest Acknowledges and Understands that a federal court presiding over the matter under admiralty jurisdiction may not grant a trial by jury despite A&K and Guest's request for a trial by jury, and in such event, Guest knowingly and voluntarily waives a trial by jury.

##### (E) Arbitration Rules and Jury Trial Waiver

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. The arbitrator's decision will be final and binding. Other rights that Guest or carrier would have in court also may not be available in arbitration. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carrier and Guest further agree to permit the taking of a deposition under oath of 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 23(d) above governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this clause.

##### (F) Governing Law

A&K bookings are deemed to be contracts made in the state of Illinois and are governed by Illinois law.

##### (G) Class Action Waiver

Guest hereby agrees that these T&C 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 Guest's individual capacity. Even if the applicable law provides otherwise, Guest agrees that any arbitration or lawsuit against A&K 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 shall not be liable to 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 Guest caused by the negligence or fault of A&K or (b) Guest having been at actual risk of physical injury and such risk was caused by the negligence or fault of A&K.

##### (I) Claims of Improper Performance or Breach of the Contract

A&K's liability for improper performance or breach of the Contract shall be limited to a maximum of two times the price which Guest paid for their Tour Package.

##### (J) No Consequential, Indirect or Punitive Damages

Notwithstanding anything to the contrary elsewhere in these T&C, in no event shall A&K 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.

#### AIR TRANSPORTATION TO MAUI AND FROM FORT LAUDERDALE

Air transportation to Maui and from Fort Lauderdale is not included in the Tour price. Upon request we will arrange the best-priced airfare available in the class category you request at the time of your booking. Please note that certain airfares are subject to a service fee. Should you cancel or change your air reservation before or after your departure, cancellation penalties may apply. Air reservations will not be confirmed until a passport copy is received.

#### AIRLINE TERMS

Aircraft are not responsible for any act, omission or event during the time Guests are not on board the aircraft during the itinerary. These programs may use the services of any IATA carrier.

The Aircraft used are subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and T&C of this package. A&K reserves the right to substitute, without giving reason, another one or more aircraft of suitable standard and configuration for the aircraft operated.

#### PRIVACY NOTICE

See the A&K USA Privacy Notice, which can be found at [abercrombiekent.com/privacy](http://abercrombiekent.com/privacy), and which is incorporated herein.

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