

OLIVIA TRAVEL CONTRACT (TERMS AND CONDITIONS)
2022 Antarctica, South Georgia and Falkland Islands Group Adventure

IMPORTANT: The following terms and conditions set forth the contract between the Traveler and Olivia, and each Traveler is advised to read these terms and conditions carefully. This contract must be signed and returned to Olivia immediately upon receipt of Traveler's deposit, but not later than 72 hours, to guarantee a reservation. **Failure to return a signed Olivia Travel Contract (Terms and Conditions) form and/or Credit Card Authorization form may result in cancellation with no refund.**

The term "Olivia", "We", and "Us" shall mean The Olivia Companies, LLC, Olivia Cruises and Resorts, and Olivia Records, Inc. and shall include any affiliates, servants, agents, and/or employees in connection with any service related to, arising from, or in any way connected with the travel and tour, including but not limited to all booking(s), transportation, lodging, and any other activities that arise from and/or in connection with the travel and/or tour. The term "Traveler" and "you" shall mean the party making the reservation as well as all parties and/or individuals for whom the reservation is made, who must also sign this contract to ensure their reservation is confirmed and by signing below certify that each is at least 21 years of age. The term "Traveler" shall also signify all assignees, subrogees, heirs, and successors in interest. In signing this Olivia Travel Contract, Traveler acknowledges and agrees to the following:

AGENCY

Olivia acts as an agent for Traveler in arranging the travel and tour. "Travel and tour" as that term is used in this contract includes, but is not limited to, all air transportation, land transportation, water transportation, accommodations, shipboard, hotel or resort services, and shoreside activities and excursions arranged by or in any way connected with Olivia. The travel and tour operations are performed by third parties who Olivia does not control, supervise, or act in concert with. Traveler agrees Olivia is not responsible and shall not be liable for any delay, loss, injury, sickness, or damage, cost, or expense whatsoever arising from any act or omission or failure in performance of any such third party. Traveler further acknowledges that photos and/or videos may be made by or on behalf of Olivia during the travel and tour for promotional purposes. If Traveler desires to be excluded from such photos and/or videos, Traveler must notify Olivia in writing at the time this contract is presented to Olivia, in which case Olivia shall make reasonable efforts to exclude Traveler from the photos and/or videos.

THIRD-PARTY SUPPLIERS

Cruise line(s), carrier(s), resort(s), shore excursion operator(s), tour agent(s), tour operator(s), and other such third parties may issue their own contract(s), and Olivia is hereby expressly authorized to enter into and/or accept such contract(s) on Traveler's behalf, and traveler will be subject to the terms and conditions of any such third party. Any cruise ticket contract shall be forwarded to Traveler prior to departure of the cruise. The performance of any transportation and/or services undertaken by any cruise line(s), carrier(s), resort(s), hotel(s), shore excursion(s), operator(s), tour agent(s), and/or tour operator(s) in connection with the travel and tour shall be the sole and exclusive responsibility of the said carrier(s), resort(s), hotel(s), shore excursions operator(s), tour agent(s) and/or tour operator(s), as the case may be. In arranging the travel and tour and in performing any related services, Olivia makes no warranties nor representations to Traveler whatsoever, and in any event shall not be liable for any delay, cancellation, change in itinerary, or variation from schedule or advertised services, or any loss or damage arising from any cause whatsoever.

CHOICE OF LAW/VENUE

Traveler acknowledges and agrees this contract shall be subject to and interpreted in accordance with the laws of the State of California to the exclusion of any other laws of any state or nationality. Traveler further acknowledges and agrees that any controversy or claim arising out of or relating to this contract, including but not limited to any suit or legal proceeding whatsoever, shall only be commenced and prosecuted within the State of California in a court of Competent Jurisdiction located in San Francisco, California, to the exclusion of any other state, territory, or other venue whatsoever. You are also waiving your right to serve as a representative, litigant, or in any other representative capacity, and/or to participate as a member of a class of claimants, in any lawsuit or arbitration filed against us.

YOUR CONDUCT

Traveler acknowledges that we may determine that for your safety, the safety of the ship, hotel, resort, or other means of transportation, or the safety or comfort of other passengers or our employees, you should be denied a reservation or other services either before or during the Olivia vacation. In any such circumstance you may be confined to your room, quarantined, or refused participation in any conduct or activities of any nature without liability to us for a refund, payment, or compensation whatsoever. In addition, we may determine that for your safety, you should be required to travel with a care provider. These would include, but not be limited to, situations where: (a) you are or become in such condition as to be unfit to travel or display inappropriate and/or dangerous conduct toward other passengers or employees; (b) you are inadmissible under the immigration or other laws of any country included in the cruise or land portion of the Olivia vacation or fail at any time to possess required travel documents; (c) you fail to abide by the rules or orders of the ship's, hotel's, resort's, or Olivia's employees; or (d) you solicit other passengers or employees for commercial or professional purposes or advertise goods or services at any time without our prior written permission. If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability for refund, payment, compensation, or credit on our part. If you are disembarked or asked to leave a hotel or resort property, or if any other actions are taken for any reason pursuant to this paragraph, you will not be entitled to any refunds or damages.

DISCLAIMER OF LIABILITY:

Olivia makes no representations, warranties, or guarantees as to the content, timing, itinerary, duration, or amenities of the travel and tour hereof or any travel or activities arising from or related to said travel and/or tour. Traveler acknowledges and agrees that Olivia shall not be liable for any loss, damage, cost, or expense whatsoever for any failure of performances, improper act, or any omission to act by Olivia in connection with or in any way related to the travel and/or tour, including but not limited to all booking(s), transportation, lodging, shore excursions, and/or any activities whatsoever that arise from and/or in connection with the travel and/or tour. Traveler agrees to indemnify Olivia for any claims, suits, causes of

OLIVIA TRAVEL CONTRACT (TERMS AND CONDITIONS)
2022 Antarctica, South Georgia and Falkland Islands Group Adventure

action, and/or other legal proceedings whatsoever brought by or on behalf of any cruise line(s), carrier(s), resort(s), shore excursion operator(s), resort(s), tour operator(s), tour agent(s), tour operator(s), and other such third parties arising from any claim, suit, cause(s) of action, or other legal proceedings commenced by or on behalf of Traveler against such third party(ies).

ASSUMPTION OF RISK:

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft, cruise ship and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with Olivia to participate in such trips and activities you agree you will not make a claim against Olivia, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release Olivia, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party. This agreement also binds your heirs, legal representatives, and assignees.

BOOKING:

Some tours and airlines will require a larger or payment in full to hold your booking. Traveler will be notified if a larger deposit is required.

Travelers are required to immediately review all aspects of their booking to verify (but not limited to): Traveler names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify us immediately if any omissions and/or corrections are needed regarding the booking details. Traveler voluntarily assumes full and sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of the Traveler’s LEGAL first & last names. It is mandatory that Traveler names be identical to the Traveler(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

PAYMENT SCHEDULE AND CANCELLATION FEES (PER PERSON)

The balance is to be paid in agreed monthly payments, due the 15th or last day of each month based on the date of invoice. The reservation is subject to cancellation for nonpayment according to agreed-upon terms.

While we may accept major credit cards including Visa, Mastercard, and Discover, you must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your authorization is an acknowledgement that the charges made on your behalf for any form of travel purchased through Olivia are legitimate charges, and you will not challenge any legitimate charges made. In the event of initiating any chargeback or attempt to reverse your credit card for these legitimate charges, you will be responsible for any court costs or losses incurred by Olivia to recover those funds, including, without limitation, attorney fees.

Please note that all Vacation Stretchers are nonrefundable. The fees for cancellation, according to trip type and trip date, are listed in the tables below, along with additional per-person fees.

In addition to the terms and conditions of our suppliers, the following cancellation schedule applies:

Trip Cancellation Fee Schedule:

Cancellation Fee, by Period Prior to Trip	
365+ days	50% of trip cost
0-364 days	100% of trip cost (no refund)

Transfer funds and/or Future Trip Credits are nonrefundable and nontransferable from the point of sale forward.

*Please consult the Traveler Info tab on our website for more information.

Additional Fees per Person

Name Change (90+ days before trip; on or before August 1, 2022)	\$125
Name Change (0-89 days before trip; on or after August 2, 2022)	\$250
Payment Plan Change	\$50
Late Payments (10+ days late)	\$25
Nonsufficient Funds	\$25
Rush + Shipping	\$25

OLIVIA TRAVEL CONTRACT (TERMS AND CONDITIONS)

2022 Antarctica, South Georgia and Falkland Islands Group Adventure

A fuel surcharge may be or become due, and Traveler agrees to pay such charges and fees upon demand. The nondiscountable amount (NDA), which includes port taxes and gratuities[‡], is not included in the advertised fare. This amount is not subject to any promotional discounts and is subject to change without notice. Should your received payments at the time of cancellation be less than the cancellation fee, the difference shall become immediately due and payable by you. Please note that a cancellation is not effective until it is received in writing in either an email sent to cancellations@olivia.com or a letter sent to the Olivia offices at 434 Brannan Street, San Francisco, CA 94107. Resale of reservations/tickets is not permitted. **Because we strictly adhere to our cancellation terms, travel protection coverage is strongly recommended.**

CHANGES TO ITINERARY

We will make every effort to operate tours as disclosed in the itinerary, but circumstances may arise which require modification of itineraries, hotel substitution, changes in transportation, inclusions or staff or artists accompanying the trip. We reserve the right to make modifications. Because waterways can be affected by weather conditions, alternate programs may be arranged by the cruise companies without notice. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Olivia cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered a material changes and will not be considered cause for cancellation by the guest. Normal cancellation penalties still apply to the program that has been changed.

OPTIONAL EXCURSIONS:

We do not provide or arrange excursions not listed on your itinerary. Our local representatives or guides may put you in touch with local organizers of excursions if you request them to but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

CHANGES, POSTPONEMENT, AND CANCELLATION BY THIRD PARTY SUPPLIERS

We will inform you as soon as reasonably possible if a third-party supplier needs to make a significant change or postponement to your confirmed booking or to cancel. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you. In no case will Olivia be responsible for any delay, cancellation, change in itinerary, or variation from schedule or advertised services, or loss or damage arising from any cause whatsoever.

FORCE MAJEURE

We cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to "force majeure". "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control. In such cases, we may choose, at our sole discretion, to offer a future travel credit. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political, pandemic or other similar events.

TRAVEL PROTECTION

It is the Traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including Cancel for Any Reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

Olivia is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Olivia cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Olivia cannot be held responsible for denied entry if a Traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

DESTINATIONS AND DOCUMENTATIONS

Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare. Because each Traveler's risk tolerance is different, Olivia is not in a position to advise or recommend whether travel to any particular place at any particular time should take place. It is recommended that the Traveler should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State (travel.state.gov). In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel

OLIVIA TRAVEL CONTRACT (TERMS AND CONDITIONS)

2022 Antarctica, South Georgia and Falkland Islands Group Adventure

within a country, such as tracking. Should you choose to travel to a country that has been issued a travel warning or advisory, Olivia will not be liable for damages or losses that result from travel to such destinations.

You must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements, you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. Olivia bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

Disinsection: Most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

TRAVELERS WITH DISABILITIES

Travelers with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from Olivia or its suppliers. Travelers with disabilities must notify Olivia at the time of booking of their status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. Travelers with disabilities should notify Olivia if ADA accessible accommodations are needed. Olivia will make all reasonable efforts to accommodate this request but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the Traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

SPECIAL DIETARY REQUIREMENTS

For safety and liability reasons, Olivia and its suppliers cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, must be disclosed at the time of booking and are the sole responsibility of the Traveler.

HOTELS

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as ADA and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Olivia reserves the right, if necessary, to substitute other similar hotels for hotels listed. Such substitutions may be made at any time and without prior notice. Olivia cannot be held responsible for hotel over-bookings; should such occur, Olivia will undertake to find similar accommodations in the same area. Such substitutions are at our sole discretion and no refunds will be offered for changes in accommodations.

ACCURACY OF ONLINE AND PRINTED MATERIAL

We thoroughly check all the information that is included within our brochures, custom itineraries, and website however, changes do occur and errors are occasionally made. Olivia is not responsible for any typographic or printing error in any brochure, itinerary, confirmation, or related material and we reserve the right to re-invoice guests with the correct billing. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

OLIVIA TRAVEL CONTRACT (TERMS AND CONDITIONS)
2022 Antarctica, South Georgia and Falkland Islands Group Adventure

SUPPLIER DESCRIPTIONS/AMENITIES/IMAGES

While we exercise due diligence in the selection of our partners, hotel and other accommodation profiles are based on information provided to us by the supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Olivia does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images. Traveler agrees to furnish email address and receive email communications from Olivia. Olivia will not share email addresses with any other party (please view our Privacy Policy for more information).

SEVERABILITY

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

CA SOT # 1009281

California Residents Only

Upon cancellation of the transportation or travel services, where the guest is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the guest, all sums paid to Olivia for services not provided will be promptly paid to the guest, unless the guest advises Olivia in writing, after cancellation. This provision does not apply where Olivia has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, Olivia will provide the guest with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

‡Some cruise lines include an additional gratuity charge on your bill for anything ordered at the bar, including sodas and water.