

TERMS & CONDITIONS - IN SHORT

NOTE - these terms & conditions are valid only if booking through our Norwegian entity 50 Degrees North Nordic AS, based in Øyer, Norway. Business registration no.: 914 166 489.

Click here (<https://fiftydegreesnorth.comhttps://www.fiftydegreesnorth.com/au/booking-conditions>) if your booking is through 50 Degrees North Pty Ltd in Australia.

Click here (<https://fiftydegreesnorth.comhttps://www.fiftydegreesnorth.com/us/booking-conditions>) if your booking is through 50 Degrees North LLC in Minnesota, USA.

TRIP DESIGN FEE - Please note that customized itineraries require detailed knowledge and time to develop, and therefore, for these we ask for a EUR/USD200 design fee that will be applied to your booking.

No trip development fee applies for tours book "as is" from our website.

DEPOSIT & FINAL PAYMENT - When you confirm to us that you are satisfied with the itinerary, we will ask for a non-refundable deposit of 20% of the total quoted tour price, and full payment for air tickets/flights, is required to confirm your booking.

Or see our **Book with Confidence** conditions:

<https://www.fiftydegreesnorth.com/eu/book-with-confidence> (<https://fiftydegreesnorth.comhttps://www.fiftydegreesnorth.com/eu/book-with-confidence>)

NOTE: the deposit level may be higher for some services, accommodation options, voyages or cruises, and in such case you will be duly notified.

Upon reception of your first payment to us you agree to the full terms and conditions as per this link.

Full payment will be due 70 days prior to the commencement of the first service.

YOUR PRE-PAID FUNDS - When booking a tour with 50 Degrees North, your funds are paid into a Client Funds Account with a reputed bank (DNB / Den Norske Bank, Norway). Your funds are securely locked away in the Client Funds Account until we are required to pay our suppliers for your travel arrangements. We are not utilising your pre-paid funds for day-to-day operations of our business until all your travel arrangements have been settled and your travel has commenced.

WHAT IS INCLUDED - Our tours include all services as listed in the itinerary, as well as all government charges, taxes and VAT.

Unless otherwise indicated the following costs are not included in your tour price: airfares, visas, passport costs, travel insurance, vaccinations & medical expenses, discretionary tipping or gratuities to leaders/guides, excess baggage, airport taxes, laundry, drinks, meals not described in the itinerary, optional activities and trips, and any items of a personal nature.

CANCELLATION - The tour is considered confirmed when we have received a deposit or part deposit. After this point the following cancellation fees apply:

More than 60 days prior to departure - loss of deposit

From 60 to 42 days prior to departure – loss of up to 30% of total cost

From 41 to 28 days prior to departure – loss of up to 60% of total cost

Less than 28 days prior to departure - loss of up to 100% of total cost

Christmas tours, coastal and commercial expedition voyages

Special and often more stringent cancellation fees will apply for Christmas tours, coastal and commercial expedition voyages. When booking any such a tour or voyage we will advise you of the applicable cancellation terms & conditions.

THE NORWEGIAN TRAVEL COMPENSATION FUND - 50 Degrees North has, by law, issued a guarantee to the Travel Guarantee Fund (Reisegarantifondet or RGF), which protects you as the customer in the unlikely event that we should become insolvent. Please visit www.rgf.no for more information and contact details.

TRAVEL INSURANCE - We strongly recommended all travellers purchase adequate cancellation insurance, and travel insurance for participation on any of 50 Degrees North's tours and/or expeditions.

If you do not already have travel insurance this can be purchased through World Nomads.

VISAS - It is your responsibility to carry a valid passport at all times, as well as to obtain relevant visas and/or travel permits applicable for your tour or expedition.

SELF DRIVE TOURS - If your travel package or tour includes a rental car, you are, as the driver, subject to the rules and regulations of the applicable rental car company.

YOUR ASSUMPTION OF RISK - It is your responsibility to ensure your fitness level is appropriate for the activities and tours you book with us. By booking with 50 Degrees North you acknowledge that participation in any tour or expedition involves risks above and beyond those encountered on a more conventional or less demanding holiday.

DETAILED TERMS & CONDITIONS - For the full terms and conditions please see below.

STANDARD TERMS & CONDITIONS (FULL)

NOTE - these terms & conditions are valid only if booking through our Norwegian entity 50 Degrees North Nordic AS, based in Øyer, Norway. Business registration no.: 914 166 489.

Click here (<https://fiftydegreesnorth.comhttps://www.fiftydegreesnorth.com/au/booking-conditions>) if your booking is through 50 Degrees North Pty Ltd in Australia.

Click here (<https://fiftydegreesnorth.comhttps://www.fiftydegreesnorth.com/us/booking-conditions>) if your booking is through 50 Degrees North LLC in Minnesota, USA.

INTRODUCTION

50 Degrees North Nordic AS, trading as 50 Degrees North, ("50 Degrees North" or "we" or "the organiser") is a registered company in Norway with organisation number; 914 166 489.

We specialise in packaged tours and tailor made travel (also called "tour" or "journey" to the Nordics and beyond and cater to travelers globally ("you" or the "traveler" or the "guest").

These terms and conditions will apply to package travel that falls under the definition in Section 6 of the Act relating to package travel of 15 June 2018.

These terms and conditions have been formulated in accordance with the Act relating to package travel (the "Package Travel Act") and the Regulations issued by the Ministry of Children and Family Affairs (the "Regulations") and supplement the provisions of the Act and Regulations.

These terms and conditions regulate the relationship between 50 Degrees North and the traveller.

1. BOOKING AND PAYMENT TERMS

The agreement between the parties is deemed as concluded upon a confirmed booking and full payment of the agreed deposit.

Trip Design Fee

We have developed exciting itineraries of various lengths and travel styles on our website. However, if you don't see just what you are looking for, please contact us and we will be happy to create a bespoke itinerary to suit your own travel style, interests and budget. Please note that customized itineraries require detailed knowledge and time to develop, and therefore, for these we ask for a EUR/USD200 design fee that will be deducted from your booking provided your travel arrangement costs are greater than EUR/USD1500 per person (not including airfare). Travel arrangements totalling less than EUR/USD1500 per person will not have the fee deducted from the final balance, and the fee becomes an extra. All development or design fees paid are strictly non-refundable.

No trip design fee applies for tours book "as is" from our website.

Payment terms

If the contractual amount has not been deposited to the organiser's account within 2 days after the due date, 50 Degrees North may terminate the agreement, unless the customer can document that payment has been made by the due date.

The remaining amount shall fall due 60 days prior to departure. If 50 Degrees North has payment obligations to subcontractors that fall due earlier than 60 days prior to departure, the remaining amount may fall due earlier. 50 Degrees North will document such obligations upon confirming the booking.

2. WHAT IS COVERED BY THE AGREEMENT

The agreement covers the quoted tour or journey as set forth in the booking confirmation and the travel itinerary (or similar document), as well as any additional services that are included in the travel package by agreement between the parties. Moreover, the agreement also includes 50 Degrees North's individual terms and conditions.

Furthermore, the information 50 Degrees North has provided on its website and brochures are part of the agreement unless they must be assumed to be of no significance to the customer's purchase of the tour in question. The information is not deemed to be part of the agreement either if it has clearly been modified prior to the conclusion of the contract.

3. PRICE OF THE TOUR

3.1. Price

All tours and quoted prices offered by 50 Degrees North are subject to availability.

The price quoted for the tour shall include all the charges, fees and/or taxes that the Norwegian and/or foreign authorities will impose on the services included in the agreement (including Norwegian VAT). If a tourist tax etc. is payable directly at the destination, this shall be disclosed.

Furthermore, the price includes any supplements for the customer's special wishes in connection with the booking or other services the organiser has consented to include in the travel package.

Due to contractual reasons we are unable to itemise costs, and all tours are sold as a package without breakdown of individual costs.

The price for any cancellation protection and/or travel insurance will be in addition to the price of the travel package and is not covered by the provisions in this section. The same applies to any connecting travel or land arrangements that are not part of the travel package.

Unless otherwise indicated the following costs are not included in your travel package or tour price: airfares (all schedule air tickets), visas, passport costs, travel insurance, vaccinations & medical expenses, discretionary tipping or gratuities to leaders/guides, excess baggage, airport taxes, laundry, drinks, meals not described in the itinerary, optional activities and trips, and any items of a personal nature.

50 Degrees North reserves the right to adjust prices due to factors outside our control, such as fuel costs, airline surcharges of any kind, foreign currency exchange rates, taxes and other costs on which prices are based. Such adjustments may be made also after we have received full payment, but no later than 20 days prior to departure.

In the case that your total travel package or tour price has changed more than 8% in your dis-favour due to a price adjustment as per above you will have the right to cancel your booking with full refund.

Fluid pricing

50 Degrees North operates based on a fluid pricing model. Prices may fluctuate due to, but not limited to; currency exchange rates, market conditions, occupancy rates, early booking offers, discounts/special offers and marketing campaigns. This is normal practice within the travel industry. 50 Degrees North, therefore, reserves the right to change our prices without notice. This may result in different travellers on the same tour may have paid a different price. 50 Degrees North will not enter into any correspondence regarding any such price variations.

3.2. Deposits

Regular tours – a non-refundable deposit of 20% of the total quoted tour price, and full payment for air tickets/flights, is required to confirm your booking.

Or see our Book with Confidence conditions:

<https://www.fiftydegreesnorth.com/eu/book-with-confidence> (<https://www.fiftydegreesnorth.com/eu/book-with-confidence>)

NOTE: the deposit level may be higher for some services, accommodation options, voyages or cruises, and in

such case you will be duly notified.

4. SPECIAL CONDITIONS RELATED TO THE AGREEMENT

4.1. Cancellation protection and travel insurance

We strongly recommended all travellers purchase adequate cancellation insurance, and travel insurance for participation on any of 50 Degrees North's tours and/or expeditions. The travel insurance policy must cover; any medical expenses following accident, injury and/or death, including any related to pre-existing medical conditions and/or disability; third party risk insurance; emergency repatriation (including evacuation by air where applicable); and personal liability. In case of a medical problem arising during the tour or expedition, which results in costs for medical treatment, evacuation, use of aircraft or repatriation etc., the responsibility for payment of these costs lies solely with the passenger.

If you do not already have travel insurance this can be purchased through World Nomads ([link](#)).

4.2. Entry regulations

It is your responsibility to carry a valid passport at all times, as well as to obtain relevant visas and/or travel permits applicable for your tour or expedition. Please ensure that your passport is valid for 6 months beyond the duration of your holiday.

Please ensure you consult the relevant travel advisory or authority in your home country about visa and entry requirements before you make a booking and make your first payment.

4.3. Health information

Please consult the relevant travel advisory, authority or an authorised medical professional regarding any health and vaccination requirements that apply for travel to the destinations included in your tour.

4.4 Information regarding transport

50 Degrees North will disclose which airline will operate the various transport components of the tour. If there is a change of airline or schedule after the tour has been purchased, we will notify you as soon as practically possible and no later than at check-in/boarding.

4.5. Self Drive tours

If your travel package or tour includes a rental car, you are, as the driver, subject to the rules and regulations of the applicable rental car company. When you pick up your rental car, you must present a valid driver's license, as well as a credit card. If your tour includes a snowmobile ride, or a ride with any other motorised vehicle this will also require a valid driver's license.

4.6 Fitness level and your assumption of risk

It is your responsibility to ensure your fitness level is appropriate for the activities and tours you book with us. By booking with 50 Degrees North you acknowledge that participation in any tour or expedition involves risks above and beyond those encountered on a more conventional or less demanding holiday. Such risks include, but are not limited to, the possibility of injury or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort.

It is also your responsibility to inform us of any pre-existing medical conditions and/or disability that could reasonably be expected to affect the normal conduct of the tour or expedition you are booking, as well as the enjoyment of other trip members. If no such information has been given the Company will consider this as a confirmation that the passenger is fit to undertake the booked trip or expedition.

50 Degrees North uses information from its third party suppliers and representatives, as well as advice from Government foreign departments, and Government Travel Advisories of the destination countries when assessing whether or not tours or expeditions will operate. Before commencing your tour or expedition, it is your responsibility to familiarize yourself with these travel advisories, as well as that of your country of

residence. You fully accept and assume these potentially elevated risks of travel, as well as your obligations under this clause, and you release 50 Degrees North from any liabilities connected to these risks to the maximum extent permitted by law.

4.7 The Norwegian Travel Guarantee Fund

50 Degrees North has, by law, issued a guarantee to the Travel Guarantee Fund (Reisegarantifondet or RGF). Journeys consisting of two or more travel services (e.g. accommodation and activities) bought directly with 50 Degrees North fall under the Package Tour Act of 2018/0107, which regulates your rights as a traveler. Note that this guarantee does not apply for tours bought through a travel agent or other party that acts as an agent for 50 Degrees North. The Norwegian Travel Guarantee Fund protects you as the customer in the unlikely event that we should become insolvent. Please visit www.rgf.no for more information and contact details.

5. YOUR RIGHT TO AMEND, CANCEL OR TRANSFER THE TOUR

If you wish to cancel all or part of your booking with us you will need to notify us in writing. Any requests for refund must be received inside 2 weeks of the service or activity having taken place. 50 Degrees North takes no responsibility for any cancellation of services you make directly with hotels, local tour leaders or representatives, or other local suppliers regardless whether written proof is received by us.

5.1. Cancellation in the event of extraordinary circumstances

You are entitled to cancel the tour, and to have the amount paid for the tour refunded, less any unrecoverable costs, if at the destination or in the immediate vicinity thereof prior to the start of the tour inevitable or extraordinary circumstances have been noted, such as acts of war, natural disasters, hazardous infectious diseases or other events that must be equated with such events, which will affect the completion of the travel package or the transport of the customer to the destination.

The right of cancellation shall also apply if the events arise along or during the itinerary, and they entail a genuine risk to the customer. Refund claims for services that are not part of the tour must, if payment for such services has already been transferred from the organiser to the service provider in question, shall be addressed to the service provider on a contractual basis.

The right to cancel in accordance with this section does not apply if the customer knew, or should have been aware of, the circumstances when he entered into the agreement to purchase the tour.

5.2. Fees for cancellation

The tour is considered confirmed when we have received a deposit or part deposit. After this point the following cancellation fees apply:

- More than 60 days prior to departure - loss of deposit
- From 60 to 42 days prior to departure – loss of up to 30% of total cost
- From 41 to 28 days prior to departure – loss of up to 60% of total cost
- Less than 28 days prior to departure - loss of up to 100% of total cost

Christmas tours, coastal and commercial expedition voyages

Special and often more stringent cancellation fees will apply for Christmas tours, coastal and commercial expedition voyages. When booking any such a tour or voyage we will advise you of the applicable cancellation terms & conditions.

Airlines

In some cases airlines charge a fee for any refunds. In addition, if 50 Degrees North claims a refund for taxes and fees on behalf of the customer, a reasonable fee may be charged for this. However, the total fees will not exceed the name change fee for the ticket. Cancellation fees for air tickets that are issued by or on behalf of 50 Degrees North will apply as determined by Airline Tariff Regulations.

Cancellation for one of more travellers in a group

If your booking involves a group, and the agreed total price is based on discounts or reductions linked to the number of participants, the basis for such discounts or reductions may no longer apply if anyone in the group cancels. In the event of partial cancellation, we will refund the proportionate share of the agreed/paid price to those who have cancelled, and collect a higher price, due to the loss of discounts related to the size of the group, from the remaining participants.

Other conditions

In some cases, some services may require full payment prior to any reservations being made, and may thereafter be non-refundable. In any such case we will notify you of these conditions in our quotes and documentation to you. Any amendment request for non-refundable services will be treated as a cancellation. No refunds will be made if you fail to show up for the service as confirmed.

5.3. In the event of a sudden illness or accident – voluntary cancellation protection (bought by a 3rd party provider)

If the customer has taken out cancellation protection/insurance, the customer is entitled to demand that he be released from the agreement if s/he can document that the conditions for such cancellation have been met. S/he is obligated to notify 50 Degrees North of the cancellation as soon as possible after he has become aware of the circumstances that entitle him to cancel in accordance with this section.

In such cases 50 Degrees North may offer to refund the customer according to paragraph 5.2, as well as requesting the traveller to obtain adequate documentation of the illness from a physician, or the impending circumstance, for example by a certificate from the police or an insurance company. 50 Degrees North will then provide the customer with documentation on what amounts cannot be refunded according to above terms and conditions, in order for the customer to make a claim with the 3rd party insurance provider.

If the booking includes multiple travellers, and the total price reflects the discount or reduction based on the total number of participants, a cancellation by one or more of the travellers may entail that the conditions for the agreed price no longer apply. This shall not increase the price for the remaining participants, but be covered by the cancellation protection.

In such cases, 50 Degrees North will do its utmost to make suitable adjustments to the tour without impeding the remaining group participants. However, we may need to change accommodation, activities and services to something that is better suited to the size of the remaining group and otherwise corresponds to the originally booked accommodation.

5.4. Transfer of the tour

The customer is entitled to transfer the tour to another person who meets the conditions for participating in the tour. The prerequisite here is that 50 Degrees North or distributor is notified well in advance of the start of the tour, and that 50 Degrees North and/or subcontractors used are not bound by rules prohibiting such transfers, such as for instance (but not limited to) scheduled flights.

In the event of a transfer, 50 Degrees North may charge a reasonable name change fee. The original customer and the new traveller will be jointly and severally liable for both such a fee and any remaining amount for the tour.

50 Degrees North's duty of disclosure in accordance with the Package Travel Act and these terms and conditions, is normally regarded as having been fulfilled in relation to the new customer to the extent that the duty of disclosure has been fulfilled in relation to those who are transferring the tour. If there is a need to provide further information, and this is practically possible, 50 Degrees North will nevertheless still be obligated to disclose the necessary information to whomever the travel package has been transferred. The organiser will not bear any liability if the person to whom the tour has been transferred does not satisfy the requirements stipulated by the country of entry.

5.5. Amending the reservation

We will endeavour to accommodate amendments and additional requests. Kindly acknowledge that these

may not be possible to fulfil, and for group departures, a change of a booking to a different departure is deemed a cancellation.

The following fees apply for changes requested by you:

- Changes made before the first day of travel: EUR 100,- per change
- Changes made during travel: EUR 200,- per change
- If any of the above changes requires the reissue of your travel documents, an additional fee of EUR 200,- will apply

The above fees cover our communication and administration costs. You will also be required to cover any additional costs charged by our suppliers.

NOTE: This paragraph does not apply to amendments, date changes or postponement of your entire trip. For such changes, we will always do our utmost to assist you. However, we need to cover our costs associated with such amendments, date changes or postponements, and these may be regarded as a cancellation and normal cancellation fees in Section 5.2. will apply.

6. ORGANISER'S RIGHT TO CANCEL OR CHANGE THE TRAVEL PACKAGE WITHOUT ANY LIABILITY TO PAY COMPENSATION

6.1. Too few participants registered

Some of our tours are group tours that rely on a minimum number of participants in order to run the tour. 50 Degrees North may cancel such group tours if the number of places or occupancy rate we have set as a condition for completing the tour have not been sold. We may cancel such tours with the following deadlines: 20 days prior to the departure date for tours lasting longer than 6 days.

7 days before the travel package starts for travel packages lasting from 2 to 6 days.

48 hours before the travel package starts for packages lasting less than 2 days.

We will always do our best, and are obligated to give you written notice as early as possible of such cancellation. In the event of cancellation in accordance with this section, all of the amounts paid by customers shall be refunded as soon as possible.

6.2. Impediment beyond our control

50 Degrees North may cancel a tour without liability to pay compensation if the travel package cannot be completed due to inevitable and extraordinary circumstances and the traveller is notified of the cancellation without undue delay. Such impediments may, under the circumstances, be war or acts of war, natural disasters, hazardous infectious diseases or other events that must be equated with those mentioned above. In your best interest and the interest of safety, 50 Degrees North and our partners reserve the right to change routes, schedules and itineraries when necessary due to weather, road conditions or other unforeseen reasons.

If a tour is cancelled before it starts due to impediments beyond our control, we are obligated to refund all the amounts paid to the customer immediately. Alternatively, you will be offered to participate free of charge in a different tour of a corresponding or higher quality. We may also offer you an alternative tour of lower quality than agreed upon, and offer you a suitable price reduction.

In accordance with the same conditions as mentioned in the first paragraph, 50 Degrees North will not be liable to pay compensation due to non-performance or deficient performance of the tour or if it must be interrupted due to such impediments arising after the start of the travel package. If the travel package is shortened due to the organiser or customer cancelling due to such conditions, the customer will be entitled to a proportionate price reduction. It is our obligation, whenever possible, to eliminate any risks to or inconveniences for the customer.

6.3 Organiser's right to change the content or conditions upon conclusion of the agreement

50 Degrees North may not change the terms and conditions of the agreement or the specifications of the tour

to the detriment of the customer upon the conclusion of the agreement, unless specifically designated services/specifications are made subject to change, and this is expressly stated in the individual agreement, i.e. the travel document or other contract document.

50 Degrees North is obligated to notify the customer in writing as soon as possible if we wish to change the terms and conditions or content in accordance with this section.

At the same time, 50 Degrees North shall advise the customer of his/her right to cancel the purchase of the tour if the changes result in material non-performance or defective performance of the tour for the customer after the change, or to claim a price reduction for non-performance or defective performance of the tour. If the customer has not claimed this right within three days after notification of the change has been received, s/he will forfeit his/her right to cancel the purchase or claim a price reduction.

7. PARTIES' OBLIGATIONS

7.1. Organiser's/distributor's obligations

50 Degrees North will complete the tour in accordance with what has been agreed upon with the traveller, cf. Section 2. If unforeseen circumstances nevertheless make changes to the tour necessary, we will, to a reasonable extent, ensure that the traveller is subjected to as little inconvenience as possible.

50 Degrees North will provide appropriate assistance to travellers in difficulties as soon as possible. This assistance shall aim to provide appropriate information about health services, local authorities and consular assistance, and it is also relevant to assist in finding alternative travel services. 50 Degrees North may charge a reasonable fee for assistance if the difficulties are caused intentionally or negligently by the traveller.

50 Degrees North and the distributor will disclose any circumstances s/he understands, or should understand, will be of importance to the traveller as soon as possible.

If the traveller points out any non-performance or defective performance of the tour, 50 Degrees North is obligated to do anything possible, within reasonable limits, to remedy the non-performance or defective performance as soon as possible.

7.2 Customer's obligations

The customer is obligated to familiarise him/herself with these general terms and conditions or the conditions 50 Degrees North has published on our websites, brochures or otherwise.

a) Payment: The customer is obligated to pay the agreed compensation by the deadline set out in the terms and conditions. A material payment default will entitle the organiser to cancel the booking.

b) Information: The customer is obligated to provide the distributor or organiser with the relevant information that he understands or should understand is of significant importance to the completion of the tour. Whoever makes bookings for travel companions is obligated to provide correct and relevant information for these travellers as well. 50 Degrees North is not liable for any problems arising from the fact that the personal details or special needs of travellers have not been provided in a correct manner. Anyone who books a tour on behalf of someone else is obligated to make sure that the individual(s) who are to participate in the tour can comply with the regulations established by 50 Degrees North, and that the tour in question is of such a nature that the registered participant is able to participate without causing any strain on him/herself or others.

c) Complaints: Travellers are obligated to notify 50 Degrees North without undue delay if they discover any non-performance or deficient performance that will entitle them to rights under Sections 8.1 a) – e). If the non-performance or deficient performance is discovered after the tour has started, the customer must file a complaint locally whenever possible.

d) Documents etc.: The customer is obligated to verify that tickets and travel documents are in accordance with the booking and that the name of the traveller agrees with what appears in his passport. The traveller is obligated to bring with him a valid passport, any visa/health certificates, tickets, reference numbers and other documents that may be required for travel. The traveller him/herself is obligated to obtain such documents that may be necessary for the individual tour, and s/he is obligated him/herself to take out any insurance that

he deems to be necessary. 50 Degrees North is entitled to reject a traveller if s/he has not brought the required documents with him/her.

e) Consideration of travelling companions etc.: The customer is further obligated to observe the organiser's own regulations as they have been presented to him/her prior to the conclusion of the agreement, the regulations of hotels and other subcontractors, and to observe the regulations of carriers and the local authorities. Furthermore, the customer shall comply with the instructions the organiser provides about when and where to report, etc. during the travel package, as well as any instructions that the carrier or transport may give in connection with unforeseen incidents during the travel package.

The individual participants in the tour must not act in such a way that it inconveniences their travel companions or creates security or practical problems for the organiser. The organiser has the right to reject a traveller at the start of the tour if the traveller's conduct or condition makes it obvious that s/he cannot fulfil the requirements in this section.

f) Home travel, etc.: The traveller is obligated to observe any rules stated by the organiser regarding the confirmation of return tickets on scheduled airlines. If this is not done, then one cannot count on using the seats that have been reserved. Furthermore, the traveller is him/herself obligated to keep up to date on any changes in the departure time by contacting the travel organiser, or travel organiser's representative, if the traveller has left the travel party or otherwise made him/herself or been unavailable during the last 24 hours prior to the scheduled departure. The traveller is otherwise obligated to follow the organiser's invitations to read the organiser's e-mail, SMS messages and placards, and visit the information desk or reception as long as this does not entail any unnecessary nuisance or inconvenience for the traveller.

g) Consequences of a breach: Gross breach of these regulations after there has been a complaint about a matter will entitle 50 Degrees North to refuse the traveller in question to continue his/her participation in the travel package. 50 Degrees North does then not bear any liability for additional expenses in connection with the early or changed travel home. The rejected traveller may not submit a claim for the portion of the travel package that has not been used.

The customer may be liable to pay compensation for any losses or additional expenses incurred by 50 Degrees North in the event of a gross breach of the aforementioned regulations. The customer is liable for damages and losses, etc. in accordance with the ordinary rules of the law of damages.

8. ABOUT NON-PERFORMANCE OR DEFECTIVE PERFORMANCE

8.1. Non-performance or defective performance prior to departure

The customer may terminate the agreement before the start of the tour if it is clear that there will be material non-performance or defective performance of the services included in the tour, and this is not caused by the traveller or any circumstances on his/her part.

The same applies if the contractual terms change and the change will represent a significant disadvantage for the customer. A price increase of more than 8% shall always be deemed to be a significant disadvantage. In this event, the customer shall notify the organiser of termination within a reasonable period of time. Unless there are special grounds so indicating, such notification shall be given within one week of notice of the change being received at the latest, or as soon as possible if notification is received shortly prior to departure. The traveller is then entitled to a full refund of all paid amounts and any compensation under the rules of Section 29 of the Package Travel Act.

Alternatively, s/he is entitled to participate in a different tour of a corresponding or higher quality if 50 degrees North can offer such a package. If the proposed alternative travel services result in a tour of lower quality than agreed upon, the traveller shall be given an appropriate price reduction.

8.2. Non-performance or defective performance after departure

If there has been non-performance or deficient performance of the travel package with respect to the delivery of the travel services included in a tour, and this is not due to the customer or any circumstances on his part.

The customer is obligated to submit a complaint about any non-performance or defective performance s/he discovers without undue delay.

Non-performance or defective performance after departure giving rise to a legitimate complaint grants the customer the following rights:

a) Remedies:

The customer may demand that 50 Degrees North remedy the non-performance or deficient performance if this can be carried out without unreasonable cost to or inconvenience for him/her. The remedy must be carried out within a reasonable deadline set by the customer. If the non-performance or deficient performance is not remedied by the deadline, the traveller may remedy the non-performance or deficient performance himself and claim a refund for the necessary expenses.

If the customer refuses a cure that would remedy the non-performance or deficient performance, or if s/he fails to submit a complaint to 50 Degrees North or its representative where possible, so that a remedy may be made, s/he will lose his right to submit further claims.

b) Alternative travel services

The customer may demand that 50 Degrees North offer an alternative travel service if a significant portion of the travel services cannot be delivered in accordance with the tour agreement. If possible, 50 Degrees North shall offer an alternative travel service of comparable or higher quality at no additional cost. If the proposed alternative travel services result in a tour of lower quality than agreed upon, the traveller shall be granted a suitable price reduction. The traveller may only reject the offer if it is not comparable to what follows from the package travel agreement, or if the price reduction is insufficient.

c) Price reduction:

If the non-performance or deficient performance is not remedied, the customer is entitled to an appropriate price reduction for the duration of the non-performance or deficient performance of the tour.

d) Termination:

If there is non-performance or deficient performance of the tour that materially affects the completion of the tour and 50 Degrees North has not remedied the non-performance or deficient performance or offered alternative services, the customer may terminate the agreement and claim a refund for the value of the travel services that have not been delivered.

If the customer terminates the agreement in accordance with this provision, he is entitled to transport free of charge to the point of departure or other destination where the tour was supposed to end, if the travel package includes a transport component. The rules in Section 6.2, third paragraph apply in the same manner.

e) Compensation:

If there is non-performance or deficient performance of the tour, and the customer incurs losses due to this, the customer may claim compensation from the organiser.

50 Degrees North's liability to pay compensation in accordance with the above does not apply if 50 Degrees North can demonstrate that the non-performance or deficient performance is due to inevitable and extraordinary circumstances. Moreover, the right to compensation does not apply if the non-performance or deficient performance is caused by a third party not related to the delivery of the travel services included in the agreement and the non-performance or deficient performance could not have been foreseen or avoided. When transport law restricts the scope of or conditions for compensation from a carrier, the same restrictions apply to 50 Degrees North.

8.3 Limitation of compensation and Force Majeure

50 Degrees North will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control (i.e. Force Majeure): acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized

lack of availability of raw materials or energy.

If situations of Force Majeure, and/or applicable Government restrictions deem it impossible for 50 Degrees North to operate tours or deliver services that are part of the travel package, 50 Degrees North will not be held financially liable. In such cases, only the equivalent of the billed price of unused elements will be refunded. Any claims regarding scheduled air tickets must be addressed directly with the airline carrier and cancellation fees will apply as determined by Airline Tariff Regulations.

50 Degrees North is not liable for costs incurred by you in preparation of the tour, nor for reservations of travel components (such as, but not limited to, flights, hotels, connecting programs, travel insurance), which is booked elsewhere in combination with the trip booked with 50 Degrees North.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

50 Degrees North or its partners will under no circumstances be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of fiftydegreesnorth.com regardless of the form of action.

You understand that 50 Degrees North contracts with a number of third party suppliers and individuals who assist with the running of, or fully operate our tours and expeditions, and that 50 Degrees North does not operate in their own name, but acts as an agent for these third parties. 50 Degrees North is not responsible for the acts and omissions of these third parties. Further, 50 Degrees North is not responsible for any damages, injuries, incident or financial losses caused by a third party either it is on person or goods. Any such claim needs to be raised directly with the relevant third party.

50 Degrees North has done its utmost to ensure that all tour descriptions, information, and documentation issued, as well as the information found on fiftydegreesnorth.com, is accurate in any printed or online media, brochure or publication. This information provided is given in good faith, however, things change and some of the information may become out of date. 50 Degrees North shall not be liable for any injury, damage or loss caused by any unintended inaccuracy.

You are obligated to verify that tickets and travel documents are in accordance with the booking and that the name of the traveller(s) agrees with what appears in his/her passport.

When 50 Degrees North's liability to pay compensation has not already been limited by other transport law, 50 Degrees North may limit the compensation in the tour agreement, but not to less than three times the total price of the tour.

This restriction does not apply to personal injury or damage caused intentionally or negligently by 50 Degrees North.

8.4 Relationship to other transport law

The customer's right to a price reduction or compensation does not limit the customer's rights under other transport law. Price reductions and compensation under the Package Travel Act and compensation under other transport law shall be deducted from each other, so that the customer does not receive too much compensation.

The customer can address his claim for a price reduction or compensation to the organiser of the tour. Any claims against carriers (for example, airlines) under other transport law (including standard compensation under the EU regulation on air passenger rights) must be addressed to the carrier.

Regardless of whether 50 Degrees North is liable to pay compensation in accordance with the above, the traveller is obligated to limit the losses as best s/he can. Compensation may not be claimed for loss or damage due to the traveller's own negligence or circumstances.

Relationship to EU Regulation 2004-261 (delays, cancellations and overbookings)

In case of delays, cancellations and/or overbooking, the rules that follow from the aforementioned EU Regulation apply. Any claim under this regulation must be addressed to the carrier.

Where the EU Regulation grants the passenger the right to terminate the contract of carriage, this does not apply to the remainder of the tour unless the nature of the non-performance or deficient performance is such that the conditions for terminating the purchase of the travel package have been met, cf. Section 8. Minor delays do not normally give entitlement to terminating the purchase of a tour. If the passenger chooses to cancel/terminate the purchase of the tour pursuant to the provisions of the EU Regulation, but the conditions for terminating the tour pursuant to the Package Travel Act have not been met, only the portion of the purchase price that relates to transport shall be refunded to the customer. 50 Degrees North is obligated to make the customer aware that a full refund of the travel package price will not be made.

8.5 The following circumstances are not normally regarded as non-performance or defective performance of the tour in accordance with the provisions of Section 8:

- a) Deviations from the expectations that the customer has had and have not been created by 50 Degrees North, such as other building standards at the destination or other circumstances linked to the destination, provided the circumstances for which the customer is complaining must be regarded as "ordinary" at the destination.
- b) Abnormal weather or other natural conditions that the organiser did not and should not have knowledge of.
- c) Conditions the traveller must assume may arise from time to time, which are beyond the control of the organiser or do not deviate from what is regarded as having been assumed in the agreement. Change of accommodation due to overbooking shall not be regarded as a "foreseeable deviation".
- d) Delays during transport or changed departure/arrival times, when the stay at the destination is not shortened by more than a maximum of 6 hours for travel with a duration of less than 5 days, or 8 hours for travel with a duration of 5 to 8 days, or a maximum of 12 hours for travel with a duration in excess of 8 days. If the delay/change in the departure/arrival times is due to actions by the aviation authorities, exceptional weather conditions, air space congestion or other, similar conditions that are beyond the control of the organiser or carrier, then the aforementioned deadlines are doubled. The fact that the circumstance is not regarded as non-performance or deficient performance in accordance with this provision does not prevent the customer from receiving the assistance and any compensation that the customer is entitled to pursuant to the aforementioned EU Regulation.
- e) Deviations from what has been agreed upon due to the customer's own circumstances.

9. DISPUTE RESOLUTION

In the event of a complaint, the traveller shall be made aware of the complaint procedure and that if the customer's complaint/claim is not satisfied, or the parties cannot reach an agreement, the case may be brought before the Complaints Board for Package Travel (Package Travel Complaints Board) or other dispute resolution body, as well as any complaint fees in this connection.

The EU Complaints Portal can also be used if the customer wishes to submit a complaint. This is particularly relevant if the complainant is a consumer residing in another EU/EEA country. Complaints can be submitted here <http://ec.europa.eu/odr>.

Updated: 7th August 2023