

Atlas Ocean Voyages

01.12.2021

GENERAL INFORMATION | TERMS & CONDITIONS

Notification | Information contained in this brochure is not an offer or a contract. The transportation of guests and baggage on Atlas Ocean Voyages' vessels is provided solely by the Operator. It is governed by the Terms and Conditions printed in the Guest Ticket/contract. **Upon the first to occur of receipt of the Guest's deposit or the Guest's receipt of confirmation letter/invoice from Atlas Ocean Voyages concerning the rights and obligation of you and Atlas Ocean Voyages. All bookings are subject to the cancellation provisions set forth herein by Atlas Ocean voyages.**

You confirm Your understanding and acceptance of the conditions and these printed conditions by paying booking deposits and otherwise paying any part of your Vacation (Tour). If you do not understand and accept these Conditions, you should not make payment to Us.

Fares | Fares are quoted in U.S. dollars, are per person, and are based on double occupancy. Fares include all standard shipboard services and facilities plus all select alcoholic beverages, gratuities for housekeeping, dining, and bar staff. A choice of land excursions in every port is also included in the cruise fare, along with private charter jet service for all Antarctica sailings, and economy roundtrip intercontinental airfare and airport transfers for all other destinations. Medical Evacuation Insurance is also included. The Cruise Fare does not include cruise port tax, security, navigation, berthing, stevedoring, or baggage handling/storage charges. Additionally, it does not include fuel surcharges, fees, or charges imposed by governmental or quasi-governmental authorities, shore excursions, sightseeing or meals ashore, taxes, visa fees, laundry or valet service, or any item or service whatsoever. Lastly, it does not include medical treatment, expenses incurred on board or ashore in connection with medical treatment, medical condition, medical debark, or spa services for which separate charges may be imposed.

Deposit and Payment Policy | Bookings made more than 90 days from sailing are required to deposit \$1,000 per person/Suites \$1,500 per person within three days of booking. Bookings made within 90 days of sailing must make payment in full by the set option date. Unless otherwise noted, the **final payment must be received by Atlas Ocean Voyages 90 days before departure**. Atlas Ocean Voyages reserves the right to cancel any booking not fully paid at the time of final payment. Payments may be made by Visa, MasterCard, American Express, Discover. Checks are accepted for deposit and final payment. Once a deposit is made, all changes are subject to an administrative fee. Atlas Ocean Voyages accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Atlas Ocean Voyages, nor do they accrue to the benefit of Atlas Ocean Voyages' credit card processing bank.

Single Supplements | A supplemental charge for single occupancy varies by voyage and can be as high as 200% of the double occupancy.

Third Guests | Fares are available and vary by voyage

Children, Infants, and Unaccompanied Minors | Any guest under 18 must be accompanied by and occupy the same stateroom as an adult 18 years or older. Guests under 18 cannot participate in any Atlas Ocean Voyages shore excursions or land tours unless accompanied by an adult. Infants must be 12 months of age or older at the time of boarding, not including Antarctica Sailings. Children traveling to Antarctica must be at least eight years of age. Atlas Ocean Voyages does not provide for the care, entertainment, or supervision, especially for children.

Pregnancy | Atlas Ocean Voyages cannot accommodate guests who will have entered their 24th week of pregnancy by the beginning of or at any time during the cruise.

Cancellation and Refunds | A 100% cancellation fee will be imposed as indicated above for non-appearance at the port of Cruise embarkation at the scheduled time of departure or in the absence of written notice.

Refunds of payments received will be made when Atlas Ocean Voyages receives written notice of cancellation, as indicated by the Cancellation Fee Schedule listed here. Cancellation notices must be in writing and received by Atlas Ocean Voyages no later than the day before cancellation penalties are assessed. Guests who cancel within the indicated periods are subject to the following per-person cancellation fees:

Cancellation Schedule:

All new bookings made as of May 17, 2021, for all 2021 and 2022 voyages that cancel any time after deposit up to 91 days prior to sailing will be assessed a \$250pp Administration Fee. This fee will be issued back to the guest in the form of a future cruise certificate. For bookings made prior to May 17, 2021, the \$250pp Administration Fee will be waived. Our standard cancellation fee schedule begins at 90 days prior to sailing. See cancellation schedule below.

DAYS PRIOR TO VOYAGE START DATE

CANCELLATION AMOUNT

Deposit – 91 days prior (fee will be issued back to the guest in the form of a future cruise certificate)

\$250 Per Person Administration Fee

90 – 76 days prior

50% Cancellation Fee

75 – 46 days prior

75% Cancellation Fee

45 – 0 days prior (including non-appearance at the port of cruise embarkation at the scheduled time of departure)

100% Cancellation Fee

PLAN WITH CONFIDENCE POLICY:

Guests who have paid in full and cancel their applicable voyage at least 15 days or more prior to the voyage date are eligible to receive a 100% Future Cruise Credit. For bookings not paid in full, standard cancellation penalties apply. Future Cruise Credits are transferable and applicable to any voyage departing within one year from the original cancelled voyage date.

Travel Insurance | We highly recommend that all guests purchase comprehensive travel insurance that includes Medical and Baggage Protection, as well as Trip Cancellation/Interruption insurance to cover the full purchase price of the cruise, including air and land program costs. Your Travel Agent can provide additional information regarding these insurance programs, specifically designed, and economically priced exclusively for our guests.

Changes to a Reservation | Changes to a reservation after deposit and before issuance of travel documents may result in the assessment of administrative fees and service charges beyond the control of Atlas Ocean Voyages. Administrative fees and service charges will vary based on the type of change to your cruise departure, itinerary, hotel, land, or air arrangements. Guests are responsible for any additional costs incurred because of these changes. No refund will be made for unused or partially used portions of the cruise, air, or land program, including shore excursions.

Itinerary | Itineraries, including points of embarkation and debarkation, are at the discretion of Atlas Ocean Voyages and may be modified up to and during the voyage. Atlas Ocean Voyages reserves the right

to amend, cancel or make substitutions for any travel component without prior notice to the Guest, including hotels, ports of call, or other modes of transportation if, in its opinion, the situation requires change or cancellation of arrangements. Atlas Ocean Voyages does not assume responsibility or liability for any loss, inconvenience, or expense incurred by guests due to changes or cancellations. When practicable, Atlas Ocean Voyages will promptly notify guests or their Travel Advisor of a cruise itinerary change.

Air Travel | Atlas Ocean Voyages includes roundtrip Economy Intercontinental Air from Select Gateways. ATL, BOS, ORD, DFW, FLL, IAH, LAX, MIA, YUL, JFK, YYZ, MCO, PHX, SFO, YVR, IAD. Airfare is available from all other U.S. and Canadian gateways for a supplemental air fee. Requests for a specific airline, departure date, schedule or upgrade, can be made for a customization fee. Airline fees, surcharges, and government fees are additional. Transfers between the airport and ship on the day of embarkation and disembarkation are included for all full-fare guests participating in Atlas Ocean Voyages inclusive air program.

Seat Assignment | Atlas Ocean Voyages will make every effort to accommodate any pre-flight arrangements, such as seat assignments, frequent flyer programs, wheelchair requests, oxygen, or special meal requests. If Atlas Ocean Voyages cannot secure requests with suppliers, a notification will be made promptly.

Baggage Policy | Luggage for Atlas Ocean Voyages guests must be handled to pursue airlines' regulations and tariffs, government security requirements, and ground operators. Luggage exceeding these limitations will be subject to charges as set forth by the individual operators, including excess baggage charges. Fees for checked luggage are now standard and are the responsibility of the Guest. Please check with your airline (s) for their respective luggage policy. Atlas Ocean Voyages reserves the right to refuse any items that may be considered dangerous (explosives, firearms, liquid oxygen, combustible, or illegal items.) Atlas Ocean Voyages reserves the right to search any baggage for security reasons. All hand-carried luggage and personal effects are always the responsibility of the Guest. Atlas Ocean Voyages is not responsible for the loss of or damage to guests' luggage. Baggage insurance is recommended. Luggage and personal belongings will be taken off the ship upon guest debarkation. Under no circumstances will luggage be kept onboard without the owner of such luggage being on the vessel. No baggage or items heavier than **70 lbs.** will be loaded onto or off-loaded from our vessels. Please refer to the ticketed contract, printed in the Guest Ticket/contract for all applicable terms and conditions.

Travel Documentation | All Guests must have passports valid for six months following disembarkation and necessary visas when boarding. The Guest's responsibility is to ensure that they have all necessary documents to participate in the cruise or cruise tour they have purchased. Atlas Ocean Voyages accepts no responsibility for obtaining required visas but may advise U.S. and Canadian Guest-only of visa or other immigration requirements. Travel documents are issued approximately 25 days before departure.

Documentation and Visas | Passport and Visa requirements and regulations regarding vaccination certificates and other health requirements vary by destination. It is the sole responsibility of each Guest to obtain and have available the appropriate valid travel and health documents for their chosen itinerary. Any guest traveling without proper documentation will not be allowed to board the vessel. No refund of cruise fare or any other travel components purchased from Atlas Ocean Voyages will be issued. Due to airline security measures, your passport name must match your airline ticket name, or you may be denied boarding. Atlas Ocean Voyages accepts no responsibility for obtaining required visas or advising guests of visa or other immigration requirements beyond the guidelines indicated. Passport Cards or copies of Passports are not accepted.

Independent Travel Arrangements | Atlas Ocean Voyages has no responsibility regarding air or land arrangements made by non-refundable, restricted travel, or frequent flyer tickets. This exclusion of liability includes consequences to independently arrange air or land travel that may result in last-minute changes in the embarkation or debarkation ports, missed cruise elements, and sailing in part or whole with delays in arrival at any airport port locations.

Alcohol Policy | Atlas Ocean Voyages will refuse and prohibits the sale or service of alcoholic beverages to guests under the age of 18 years. Guests are kindly reminded to consume alcohol in moderation. Atlas Ocean Voyages reserves the right to prohibit and retain all alcohol bought ashore for consumption on the vessel.

Medical Services | Our vessels are equipped with limited medical facilities and staffed by internationally accredited medical personnel. Customary Emergency room fees and fees for routine evaluation and administration of medicine apply for medical services. Guests needing special services, including wheelchairs, motorized scooters, oxygen therapy, etc., must advise Atlas Ocean Voyages in writing at booking or deposit time. Please note some ports of call may not be suitable for guests with limited mobility and preclude debarkation with or without the aid of a wheelchair or motorized scooter; Atlas Ocean Voyages has the right to refuse or revoke passage to anyone who, in its judgment, is unfit for travel or whose comfort on board may be compromised due to the situations beyond the care that can be provided by Atlas Ocean Voyages

Conditions Beyond Control, Responsibility | Atlas Ocean Voyages accepts no liability or responsibility, whether occasioned by railroad, motorcoach, private car, boat, aircraft, or any other conveyance, for any injury, damages, loss, accident, delay, or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the cruise or Cruise Tour, as a result of any cause beyond the control of Atlas Ocean Voyages. Guests expressly release Atlas Ocean Voyages from all claims for loss or damage to baggage or property, personal injuries, or death. Additionally, loss from delay arises from the acts, omissions, or negligence of any other party, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel, ship owners, ship operators, or other providers of services or facilities. All arrangements made for Guests with independent contractors, including medical services, are made solely for Guests' convenience. And are done at the Guest's own risk and cost. Atlas Ocean Voyages shall not be liable for delay or inability to perform any portion of the cruise or cruise tour caused by or arising out of strikes, lockouts, labor difficulties, or shortages whether or not the Carrier is a party to it. Additionally, Atlas Ocean Voyages is not responsible for delays caused by explosions, fire, collision, stranding, or foundering of the vessel. Or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whose soever any of the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, pandemic, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, force majeure or other circumstances beyond the control of Atlas Ocean Voyages.

Cancellation by Atlas Ocean Voyages | Atlas Ocean Voyages reserves the right to withdraw and cancel a cruise or Cruise Tour or to make changes in the itinerary and hotel accommodations whenever, in its sole judgment, conditions warrant. In the event of a charter, truces, lockouts, riots, or stoppage of labor from whatever reason whatsoever, the Owner or Operator of the vessels identified in the brochure may, at any time, cancel, advance, or postpone any scheduled cruise or cruise tour and may, but is not obligated to, substitute another vessel or itinerary. Atlas Ocean Voyages shall not be liable for any loss whatsoever to Guests because of any such cancellation, advancement, or postponement. Atlas Ocean Voyages shall not be required to refund any amount paid by any Guest who must leave the Cruise Tour prematurely for any reason. Nor shall Atlas Ocean Voyages or the owners or operators of the vessels identified in Atlas Ocean Voyages' brochure be responsible for the lodging, meals, return transportation, or other expenses incurred by Guest.

Land Programs Cancellation Policy | Please see the schedule below for our land programs cancellation fees.

Within 60 days prior to sailing departure, 100% Cancellation Fee applies to:
Pre or Post Cruise Hotel Program
Pre or Post Land Program
Overland Programs

Within 72 hours prior to land program or sailing departure, 100% Cancellation Fee applies to:
Premium Land Excursions

Pre-purchased Standard Land Excursions
Transfers

PROMOTIONAL TERMS OF USE

Use a Travel Advisor and Receive \$2,000 Discount per Stateroom:

Promo applies only to new bookings made and deposited through a Travel Advisor by March 31st, 2022. Promotion is applicable to any ship or sailing departing between March 2022 – September 2022; savings are per stateroom, based on double occupancy. Solo travelers receive \$1,000 savings on no-supplement bookings or \$2,000 savings if paying 200% single supplement. Promotion is combinable with group contracts if deposited on or before 3/31/2022; is capacity controlled and may be withdrawn or modified at any time at Atlas Ocean Voyages' sole discretion. Restrictions may apply. Cruise fares are per person, in US dollars, based on double occupancy. Taxes and fees are not included and are additional.

\$10,000 Plus Bonus:

Promotion is applicable to Travel Advisors who sell a minimum of 5 or more full fare, double occupancy staterooms/suites, including Solo Suites (C1), until March 31st, 2022. Bonus is in the form of a future cruise credit voucher payable once the last booked voyage has sailed. Bookings that have been cancelled outside the 100% penalty will not be counted towards the bonus. Future cruise credit will be paid in 4x \$2,500 future cruise credit vouchers, then additional vouchers according to the following sales tiers: 5 paid in full bookings = \$10k; 8 paid in full bookings = \$15k; 10 paid in full bookings = \$20k; 13 paid in full bookings = \$25k; 15 paid in full bookings = \$30k. Future cruise credits must be applied to a new booking within 18-months of issue. \$2,500 voucher cannot be broken down into smaller increments. All eligible bookings MUST be registered at <https://atlasoceanvoyages.com/TravelAdvisor10K> by April 15, 2022, in order to qualify. Bookings not registered by the deadline will not be counted. This promotion is not applicable to group agreements, reduced rate bookings, or Solo traveler bookings paying less than 200% single supplement. Guest name changes are accepted with normal change fees. Standard Travel Advisor commission is not applicable to future cruise credit. Bookings are not transferable and will remain under the same name of the agent and agency made at the time of the first booking deposit. Promotion may be withdrawn or modified at any time at Atlas Ocean Voyages' sole discretion. Restrictions may apply.

Show Your Stripes 20% Off for Service Members Offer:

20% off for ALL active and former service members applies to those who previously served; retired; reserve; and active service veterans only, all accommodations, new bookings only, is combinable with all active marketplace offers and on the best available offers. Service member must produce a copy of their DD-214 or a copy of an Active, Reserve, Retired Military ID prior to final payment. Offer has no blackout dates but may be capacity controlled on select dates. Offer is not transferable to non-service members. Atlas Ocean Voyages reserves the right to end this promotion at any time for any reason.

FOR ALL TRAVEL ADVISOR PROMOTIONS, please call Atlas Ocean Voyages at 1.844.44ATLAS (28527) for details.