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## **ANNEXURE 1**

### **Scope of Services**

#### **1. Cruise services**

The rates of the cruise are per person and includes the following:

- a. All meals while on board the L'Austral (from dinner on the day of embarkation to breakfast on the day of disembarkation).
- b. Captain's welcome cocktail and gala dinner.
- c. Tea, filter coffee, water, selection of cruise wines white, red, roses offered during meals; afternoon tea.
- d. Open Bar included but limited to soft drinks, standard brands of liquor and house wines. Premium wines and premium cocktails at an additional cost to the Guest and charged to their incidental account.
- e. Evening entertainment and events.
- f. Luggage transfer from pier to L'Austral and vice versa.
- g. Room service 24h (special selection).
- h. English speaking lecturer / naturalist.
- i. English speaking golf escort on selected sailings identified by "golf cruise" logo.
- j. English speaking dive master on selected sailings identified by "diver on board" logo.
- k. Water sports activities (except scuba diving) using the L'Austral's equipment, when permitted by local authorities and confirmed by L'Austral's Master according to safety and sea conditions onsite.
- l. Highly experienced bilingual (French-English) Expedition team for all cruises identified with "Expedition" logo.
- m. Park entry fees into protected areas.
- n. Port and safety taxes.
- o. Polar parka on sailing identified by "parka gift" logo, limited to 1 (one) per person for the duration of your cruise(s). There are no parkas for children.

The rates shall not be inclusive of the following:

- a. Any ground services before and/or after the White Continent Cruise other than the one mentioned in each "Cruise, Flight & Transfers" package and for which the details are available upon request. Please consult [www.ponant.com](http://www.ponant.com) for further details.
- b. Pre- or post-cruise programs, overland programs or shore excursions mentioned in the White Continent Cruise brochure and detailed on [www.ponant.com](http://www.ponant.com).
- c. Airport taxes (other than the one already included).
- d. Visa expenses and/or immigration reciprocity taxes, disembarkation taxes, environmental taxes and/or national park fees, if applicable.
- e. Luggage handling.
- f. Local guides and rivers.
- g. Optional spa package to be booked prior to Guest's departure.
- h. Dives when authorised by local authorities and feasible with L'Austral's equipment and zodiacs. Rates: 70£ per standard dive; 80£ per dive when local equipment or staff must be used, 80£ for a "discover

scuba dive" course. In order to participate in diving sessions, Guests must have with them a medical certificate less than one year old and their up to date dive book.

- i. Beverages other than the ones mentioned.
- j. Personal expenses, on board medical consultation and drug prescription.
- k. Laundry services, hair salon and à la carte spa treatments.
- l. Cancellation / luggage / assistance / repatriation / medical insurance(s) (However, Ponant separately offers optional insurance that covers Guests against the risks of cancellation and in the event of assistance, repatriation, damage to and loss of their luggage and medical expenses. These optional insurance policies must be subscribed at the time when these Terms and Conditions are accepted.)
- m. "Cruise, Flights & transfers" Programs for expedition voyages Ushuaia-Ushuaia: Direct Flight Buenos-Aires/Ushuaia/Buenos-Aires in Economy class on chartered flight (based on availability).
- n. Meet and greet by representatives of Ponant in Ushuaia and luggage direct transfer from the airport to the L'Austral for port clearance.
- o. Tour to Tierra del Fuego National Park with lunch included and escort of English Speaking local guide (detailed description available on request).
- p. Boot rental.

#### **2. Ground services**

Packages "Cruise, Flights and Transfers" includes ground service before and/or after the White Continent Cruise as described in the documents available 12 (twelve) months prior to the departure of White Continent Cruise and is also available on [www.ponant.com](http://www.ponant.com). Services to the port of departure, transfers to the L'Austral, including, as applicable, hotel room and restaurant bookings or guided tours, are performed by independent suppliers who are not the employees of Ponant. In this respect, Ponant acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors. The Guest agrees that Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the White Continent Cruise.

#### **3. Ground activities – Expedition cruises**

By choosing an Expedition Cruise, Guests agree to follow the rules of good conduct presented by the expedition team during the White Continent Cruise.

Ponant reminds Guests that being properly equipped is

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essential (clothing, sunglasses, etc.) and Ponant recommends that Guests bring binoculars to enable Guests to observe the wildlife comfortably and respectfully during Guests' excursions and shore visits

based on availability. Ponant thanks the Guest in advance for the Guest's understanding in the event of cancellation of a tour due to the lack of participants or if the maximum number of participants has been reached.

#### **4. Shore excursions**

Unless otherwise noted, shore excursions are sold and charged on board and are ruled by general conditions that apply to the contract signed with the local tour operator and the relevant national regulations. The Guest agrees that Ponant acts as agent and/or trustee for any person including ground and maritime agents and subcontractors, who provide any service in connection with any part of the White Continent Cruise.

Excursions can involve activities that may not suit persons with disabilities. Prices are only given as an indication and may change. Before departure, Guests will receive a tour program detailing the excursions on offer with the latest rates. 5 (five) months before White Continent Cruise departure, shore excursions can also be viewed on [www.ponant.com](http://www.ponant.com). Shore excursions are currently only bookable onboard. In the event of an excursion being cancelled due to a technical reason, shortage of participants or a case of force majeure, the Guest will not be eligible for any compensation. Please note that Guest will not be reimbursed for excursions if Guest cancels after registration. Any meals offered during land programs such as excursions etc. are simple and should not be compared to the standards on board the L'Austral.

#### **5. Complimentary shore excursions**

If the package taken for the White Continent Cruise mentions "complimentary shore excursions", 1 (one) excursion per day, per port of call and per person is free from the selection of free tours. Other shore excursion tours might be available for sale, the price for which shall be available in the cruise documents.

The complimentary shore excursions are non-changeable, nor exchangeable with the shore excursions or overland's which are available for sale, they are also non-refundable. The shore excursion credit associated to the loyalty program does not apply on cruises with complimentary shore excursions.

In case the Guest decides not to participate in all any of the shore excursions, the Guest shall intimate the same to the shore excursion desk onboard.

The tours are subject to a minimum and/or maximum of participants, each reservation will be confirmed onboard

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## ANNEXURE 2

### General Terms and Conditions of Sale

#### 1. Definitions:

- 1.1 **Tickets:** Refers interchangeably to Transportation, White Continent Cruise, and/or Airline Tickets.
- 1.2 **Airline Ticket:** A document that contains the specifications of the air transportation contract via which the Airline undertakes to carry the Guest between the airports mentioned therein.
- 1.3 **Contract:** All the respective obligations incumbent upon Q, Ponant and the Guest, as specified on the invoice and the White Continent Cruise Ticket, as well as in the Terms and Conditions, Ponant Scope and the GTCS.
- 1.4 **Service:** Refers to any cruise, fixed-rate package, flight, transfer, pre- and post-cruise service, pre-booked excursion and/or extension, and any other tourism service booked when signing the Contract.
- 1.5 **Cruise:** A round-trip by sea as described in the Q sales brochure and/or on the Ponant website, and on the White Continent Ticket.
- 1.6 **Expedition Cruise:** Cruise during which exploration excursions are planned in inflatable dinghies, accompanied by nature guides.
- 1.7 **Pre-Booked excursion and/or extension:** Services including Transfers, sight-seeing trips and ground services before, during and/or after the White Continent Cruise.
- 1.8 **Transfer:** An operation that consists in carrying Guests between the port of embarkation and/or disembarkation and a meeting point determined by Ponant (airport, hotel or railway station, etc.).

#### 2. Applicable Legislation:

Where Ponant acts in the capacity of a Sea Carrier, the contractual relations between Ponant and the Guest shall be governed by the Ticket and by the provisions of the French Transport Code, and specifically Articles L. 5420-1 to L. 5421-12, by the Application Decree of 31 December 1966, and by the provisions of the London International Convention of 19 November 1976, as well as by the provisions of Regulation 392/2009 issued by the European Parliament and Council on 23 April 2009, where applicable, which form an integral part of the Ticket.

#### 3. Rates and reductions per person and per cruise:

- 3.1 **Single Supplement -** The single supplement shall apply to any Guest who occupies a cabin on their own. The supplement shall apply to the port-to-port section (excluding port taxes) of the Ponant Bonus rate in effect. This supplement may change depending on the

occupancy rate of the White Continent Cruise. It may therefore change for certain categories of cabins and/or suites only, or for the entire White Continent Cruise at any time with no notice. The single supplement shall be offered in certain cabin categories for a selection of cruises. This selection shall be updated in accordance with the occupancy rate, and can be viewed on Ponant's website at [www.ponant.com](http://www.ponant.com).

- 3.2 Depending on the occupancy of the L'Austral at the time of reservation, a "guaranteed" Deluxe Deck 3 cabin may be offered. This means that the booking has been made in the Deluxe Deck 3 category without a cabin number being assigned, and that the cabin shall be assigned at Ponant's discretion, and may change at any time until embarkation. Once the cabin number has been assigned, no request for a change may be accepted. This formula offers the advantage of potentially benefiting from a cabin in a higher category without a price surcharge. The minimum category selected at the time of booking shall be guaranteed in any event.

#### 4. Embarkation and sea carriage conditions:

##### 4.1 Authorized luggage:

- 4.1.1 Every Guest must label each luggage item correctly, and indicate their full name, the name of the cruise, their destination, and their cabin number in a highly legible manner. The markings must be visible and permanent.
- 4.1.2 Goods, property, and items where the contents may threaten the health and safety of the other Guests and their Luggage, of persons or of property, and may damage or pollute the L'Austral, inflammable, explosive, corrosive, hazardous, or odorous materials, or materials that are likely to leak, items where importation is prohibited or that do not comply with customs or police regulations, and generally speaking property and items other than those intended for the Guests personal use are prohibited on board and in their luggage ("**Prohibited Items**"). In any event, the Guest shall be liable for any injury, loss, or damage suffered as a result of the presence of Prohibited Items in their luggage or in their cabin, and shall hold Q and/or Ponant harmless against any proceedings that may be initiated against them as a result of the presence of these Prohibited Items on board or at the time of embarkation or disembarkation. These Prohibited Items may be disembarked, destroyed, thrown into the sea, or rendered harmless at any time and any place by Q and/or Ponant and/or the crew, without compensation, and notwithstanding payment of any destruction costs by the Guest.

- 4.1.3 Guests must keep an eye on their luggage and personal

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- effects throughout the length of the Services, including their stay on board and during embarkation, transfer, and disembarkation operations. The Q and/or Ponant shall decline any liability for luggage that is left unsupervised by the Guest, and where the latter has not taken all necessary precautions to avoid theft, loss, or damage. The Q and/or Ponant shall not be liable for fragile items, jewelry, watches, money, cash, computers and other electronic appliances, mobile 'phones, or any other valuable items that the Guest has not declared as valuables, and entrusted for custody on board with a descriptive inventory and an estimate, and for which they have not paid the corresponding proportional custody fees.
- 4.1.4 Guests shall be liable under civil and criminal law for any direct or indirect damage that they cause to Q and/or Ponant, and to the other Guests or third parties. They shall be solely liable for any fine or penalty inflicted by the relevant authorities on their account.
- 4.1.5 Guests shall agree to allow Q, the officers of the crew and/or Ponant, together with the customs, health and/or administrative authorities in port of call countries or the State where the L'Austral is registered free access to their cabin, luggage, and personal effects on request and without delay.
- 4.1.6 Q and/or Ponant shall not be liable for the damage caused to photographic, telephone, and electronic equipment and cameras that are lost or damaged during the White Continent Cruise, whether on board the L'Austral or in ancillary facilities, or during embarkation and disembarkation operations, or for any damage caused to items that have fallen into the water.
- 4.2 Smoking policies:  
The L'Austral is designated non-smoking except for the specifically designated areas on the outside decks (the policy also applies to electronic cigarettes).
- 5. Air Carriage:**
- 5.1 The full Airline Tickets shall be presented in the form of electronic tickets. The surnames and given names must strictly be those indicated on the Guests valid passport. Any error or request for alteration shall result in the purchase of a new Airline Ticket.
- 5.2 In accordance with French Decree No. 2007-669 of 2 May 2007 regarding the obligation to inform Guests of the identity of the airline carrier, Ponant shall inform the identity of the known airline carrier likely to provide air transportation as at the date when they register. In the event of a change subsequent to the signing of the Contract, Ponant undertakes to disclose any changes in the identity of the airline carrier prior to departure as soon as it becomes aware of them.
- 5.3 Airline companies may enter into so-called mutual code-sharing agreements, which consist in marketing a flight under their own name even though it may be operated by an aircraft belonging to another airline.
- 5.4 The timetables and types of transport mentioned by Ponant shall be those disclosed by the airline carriers. They shall therefore be indicative up until the time of departure, and subject to alterations for all kinds of reasons (additional stop-overs, weather conditions, air traffic control authorizations, and strikes, etc.). In accordance with the Warsaw and Montréal Conventions, the timetables and itineraries, and the departure and destination airports shall never be a contractual feature of the Ticket; under these conditions, Ponant cannot be held liable for any changes beyond its control.
- 5.5 Ponant cannot be held responsible for any technical, climate-related or political incident, delay, cancellation or strike, additional stop-over, or change of aircraft or routing, etc that may arise during the air transportation, and no compensation may result on any grounds whatsoever. If a Guest wishes to waive their right to benefit from a Service, they shall be liable for the cancellation fees set out below.
- 5.6 Ponant cannot be held responsible for any technical, climate-related or political incident, delay, cancellation or strike, additional stop-over, or change of aircraft or routing, etc. that may arise during the air transportation, and no compensation may result on any grounds whatsoever. If a Guest wishes to waive their right to benefit from a service, they shall be liable for the cancellation fees set out herein.
- 5.7 Any meals offered during flights are simple and should not be compared to the standards on board the L'Austral.
- 6. Cancellation or alteration by Guest:**
- 6.1 No refund shall be granted for any cancellation or waiver of an airline or ground Service included in the Contract, or of any service that forms part of the White Continent Cruise, for any reason whatsoever.
- 6.2 In the event that a Guest is prevented from taking the White Continent Cruise by a force majeure event, or due to their death, the Contract shall be terminated via the notice provided by the Guest or their beneficiaries prior to the execution of the Contract. One quarter of the price of the Contract shall then be payable to Ponant. The same conditions shall apply to the family members of a Guest who was prevented from taking the Cruise by a force majeure event or who has died, and who were meant to be travelling with them.
- 6.3 A Guest who does not present themselves at the departure of a Service, or who finds themselves unable to depart, or decides not to depart for any reason whatsoever, including due to a connection delay, cannot claim any refund.
- 6.4 Once the Services have begun, the Guest shall be required to pay the full price of the Contract, regardless of the reason that may lead them to decide to waive it.

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**7. Cancellation, interruption or alteration of the Contract by Ponant:**

- 7.1 The arrival and departure times are provided for information purposes and are not definitive. In its capacity as the organiser of the White Continent Cruise, and/or the Carrier, and/or the Vendor of a Package, Ponant cannot guarantee that the times will fit in with (air plane and train, etc.) connection timetables.
- 7.2 Ponant may assign Guests different cabins than those initially provided for.
- 7.3 Ponant reserves the right to interrupt a Cruise or to change its itinerary for any reason that it shall consider valid; in this case, Ponant cannot be held liable for any loss or harm.
- 7.4 Specifically in the event of adverse weather conditions, or due to the political or social situation in a port of call country, or due to any other event that may endanger the safety of the Guests, property, or the L'Austral, or in the event of orders imposed by public authorities, the Q and/or Ponant shall have the option to change the itinerary or the ports of call or destination, to delay the trip or to end it, to divert the L'Austral, to tow another ship or to be towed, to transfer the Guests and their luggage to any other means of transport, even if such transfer results in extending or shortening the length of the programme.
- 7.5 The L'Austral may provide assistance to any person or property at sea under all circumstances, and cannot be held liable for the consequences of a change to the White Continent Cruise programme for that reason.
- 7.6 Where Ponant is required to alter the White Continent Cruise after the Guests have embarked for reasons beyond its control, the Guests cannot claim any compensation other than the refund of the Services that were not provided and not replaced, or of the unused portion of the Tickets less any expenses incurred, from either Ponant or Q. Conversely, Ponant may ask the Guests to pay a price supplement corresponding to the additional services provided to the Guests due to an extension of the trip.
- 7.7 In the case of external events beyond the control of the Q and/or CDP, or for any reason relating to the safety of the Guests, or of the L'Austral, or due to an insufficient number of participants, Ponant may cancel the White Continent Cruise, and must inform the Guests and/or the Q, where applicable, by registered letter with acknowledgement of receipt, or via e-mail, or via a press release.
- 7.8 Ponant's cruises and other services are subject to a minimum number of participants.
- 7.9 Ponant reserves the right to cancel the White Continent Cruise up to 21 (twenty-one) days prior to departure if the minimum number of Guests registered is less than or equal to 50% (fifty per cent) of the L'Austral's "passenger capacity" (200 Guests for the Expedition Cruise

programs, 244 Guests for the other Cruises on board the Austral, Boréal, Lyrial and Soléal, 172 passengers on board Le Lapérouse and Le Champlain and 55 passengers for the Le Ponant Yacht).

- 7.10 Ponant reserves the right to cancel any other service other than the White Continent Cruise if the number of Guests is less than 20 (twenty) participants (unless specified otherwise).
- 7.11 Where Ponant is the organiser of the cruise, and regardless of the reason for the cancellation, no compensation shall be payable to the Guest, who shall have a choice between the following solutions: (i) The full refund of the price of the Contract, (ii) another Service at an identical price, (iii) a Service at a lower price, and the refund of the difference in price between the two Services on the basis of the published prices. Guests must inform Ponant of their choice as soon as possible, and in any event prior to the cut-off date mentioned in the cancellation documents.
- 7.12 The means of transport that are the subject of the Services shall be reserved by Ponant in accordance with the terms and conditions of each operator who provides these services. Ponant reserves the right to substitute one means of transport for another, or one hotel for another in the same category. In the second case, if the hotel is in a lower category, the excess amount paid shall be refunded to the Guests.
- 7.13 All the Services shall be offered within the limit of the places available. If there is no more room in the category proposed, Ponant may offer additional places in exchange for a price supplement, depending on availability.

**8. Liability:**

- 8.1 Where it acts in the capacity of a Sea Carrier, Ponant shall be liable for any harm caused to Guests in accordance with the provisions and compensation limits provided for in the following legislation, depending on their respective scopes of application, namely Articles L. 5421-1 to 5421-8 of the French Transport Code, and (EC) regulation 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this regulation is applicable, the compensation limits assigned to the carrier in the event of death or bodily harm amount to 400,000 drawing rights per Guest and per event.
- 8.2 Where it acts in the capacity of a Sea Carrier, Ponant shall be liable for any damage caused to luggage in accordance with the provisions and compensation limits provided for in the following legislation, depending on their respective scopes of application, namely Articles L. 5421-9 to 5421-12 of the French Transport Code, Decree No. 67-268 of 23 March 1967, as amended by Decree No. 86-1065 of 24 September 1986, and (EC) Regulation 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this regulation is applicable, the

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- compensation limits assigned to the carrier in the event of loss of or damage to luggage shall be 2,250 special drawing rights for each Guest and trip, while an excess of 149 special drawing rights per Guest shall be applied in any event. Where (EC) regulation 392/2009 does not apply, the maximum compensation for loss of or damage to luggage payable by the Carrier shall be €1,520 per Guest and per trip.
- 8.3 In any event, where it acts in the capacity of a Sea Carrier, Ponant shall benefit from the compensation limits included in the London International Convention of 19 November 1976, as amended by the 1996 Protocol; these limits shall prevail over any other limits determined by legislation where the application is not mandatory.
- 8.4 Where it operates as the organiser of the cruise, Ponant shall be liable for any bodily harm or damage to property that occurs on board the L'Austral or in its ancillary facilities or vessels during embarkation or disembarkation, or that occurs during carriage at sea within the same limits and under the same conditions as the carrier. Where this damage or injury occurs outside such circumstances, but between the beginning and the end of the cruise, the compensation potentially payable to the Guest by the organiser of the cruise and/or Ponant shall be capped at 50% of the price of the White Continent Cruise.
- 8.5 Where it is involved in the capacity of the vendor of a fixed-price travel package within the meaning of the French Tourism Code, Ponant shall be responsible for any harm or damage caused to Guests or their luggage within the limits and conditions specified in Article L. 211-16 of said Code. Ponant's liability may specifically not be engaged in relation to the consequences of the following events:
- 8.5.1 loss or theft of the Tickets, failure to present the correct documents, or presentation of identity or health documents that are out of date or where the validity period is insufficient (identity card, passport, visas, and vaccination certificates, etc.), or that do not comply with the instructions mentioned in the documents delivered to the Guest;
- 8.5.2 unforeseeable and unavoidable incidents or events that affect a third party to the travel contract (force majeure events). Where a cancellation is required by circumstances that have the nature of a force majeure event and/or for reasons relating to the security of Guests, and/or as the result of an injunction issued by a French or foreign administrative authority.
- 8.6 Ponant's liability in its capacity as the Organiser of the White Continent Cruise, and/or the Carrier, and/or the vendor of a package shall be expressly excluded in the case of non-pecuniary losses, loss of enjoyment and so-called punitive and or similar damages.
- 8.7 Where a Guest is not allowed to embark on the L'Austral – including after of during a port call – under the conditions mentioned in Articles 6, neither Ponant, in its capacity as organiser of the cruise, and/or the carrier, and/or the vendor of a package, nor the captain of the L'Austral, nor the crew shall be held liable on any grounds whatsoever.
- 8.8 Ponant shall not be held liable for bodily harm, or damage to property or non-physical damage caused by wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or periods of quarantine, natural disasters and catastrophes, nuclear fusion, fission, pollution or explosion or its consequences, the closure of the port of departure, of call, or destination, the impounding, requisition, or seizure of the ship for whatever reason, the use of the ship for special Government purposes, or due simply to the threat of the above events. Moreover, it shall not be held liable for any harm caused by the Guest's deliberate involvement in an affray or in a hazardous activity or action that was not rendered necessary in order to safeguard human life.
- 8.9 Ponant shall not be held liable under any circumstances for any damage caused by the interruption and/or the alteration of the trip as the result of a force majeure event, including, wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or periods of quarantine, natural disasters and catastrophes, nuclear fusion, fission, pollution or explosion or its consequences, the closure of the port of departure, of call, or destination, the impounding, requisition, or seizure of the ship for whatever reason, the use of the ship for special Government purposes, or due simply to the threat of the above events.
- 8.10 In the event that Ponant is responsible for transporting luggage during a period prior or subsequent to the disembarkation of the L'Austral in its capacity as the Organiser of the cruise, and/or the carrier, and/or the vendor of a package, it shall act as a representative on the Guest's behalf, and its liability shall not replace the liability of the carriers who are effectively responsible for transporting the luggage.
- 8.11 Luggage that is not claimed at the time when the L'Austral or any other means of transport arrives shall remain at the port at the Guests' expense and at their own risk.
- 8.12 Any delay in delivering the luggage that inconveniences the Guest may only give rise to the payment of a compensation amount that cannot exceed 20% (twenty percent) of the amount that would be payable in the event of the loss of the luggage stowed in the hold under the terms of Article 12.2. Ponant reserves a period of 3 (three) months to look for lost luggage.
- 8.13 Unless a specific written contractual agreement is in place, ground or air transport, Transfers, water sports and scuba diving from the deck, services included in the pre- and post-cruise services, excursions and/or extensions, excursions on land, including, where applicable, the booking of hotels and restaurants and guided tours when booked from the L'Austral with Ponant and invoiced by the latter, are supplied by independent service providers who
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- are neither representatives nor employees of the Organiser of the White Continent Cruise, the carrier, the vendor of the package, and/or Ponant. Guests shall use these services at their own risk, and Ponant shall only be involved as an intermediary, in its capacity as the Organiser of the White Continent Cruise, the Carrier, and/or the vendor of the package, and shall not assume or engage any liability for the services, regardless of whether such liability involves bodily harm or damage to property, cancellation, delay or a change of programme.
- 8.14 Any Guest who takes part in outside activities as part of the expedition cruises agrees to take part in them in good faith and solely at their own risk. In this case, participation engages the liability of each participant, in terms of their physical fitness, their safety, their behaviour, and their comfort. Guests' attendance at the information briefings provided on board is mandatory. The liability of Ponant, its Managing Directors, Directors, officers, crew members, and expedition team members, and the activity leaders cannot be engaged in the event of loss or damage suffered while taking part in outside activities offered during expedition cruises under any circumstances.
- 9. After-Sales:**
- 9.1 Any comment or claim relating to a trip or stay must be sent by registered letter with acknowledgement of receipt, clearly specifying the alleged incident and loss, to either Compagnie du Ponant – 408 avenue du Prado 13008 Marseille, if the Guest signed their contract directly with Ponant, or to Q, within a period of 1 (one) month following the date of their return, subject to the statute of limitations. Ponant encourages Guests to fill in the satisfaction questionnaires delivered on board the L'Austral at the end of the White Continent Cruise.
- 9.2 Once they have contacted the After-Sales Departments mentioned in Article 9.1 above, and failing a satisfactory reply within a period of 60 (sixty) days, the Guest may contact the French Tourism and Travel Mediator, whose details and contact methods are available on the following website: [www.mtv.travel](http://www.mtv.travel).
- 9.3 Any proceedings initiated by the Guest against Ponant in its capacity as the organiser of the cruise, and/or the carrier must be initiated within a period of 1 (one) year for damage to property and of 2 (two) years for bodily harm, subject to the statute of limitations as from the date when the Guest disembarked or should have disembarked.
- 9.4 The statute of limitations for any proceedings against Ponant in its capacity as the vendor of a Package shall expire within the timeframe specified by Articles 2224 and 2226 of the French Civil Code.
- 10. Price Reviews:**
- 10.1 The prices proposed by Ponant are established in accordance with the economic conditions on the day when they are published. These economic conditions include, *inter alia*, the cost of transportation and fuel, the royalties and taxes relating to the services proposed (entry and/or exit duties in the countries visited, airport or port taxes, embarkation or disembarkation taxes, visa fees, and the cost of admission to tourist attractions), and the exchange rates used when setting the price of the programmes. Ponant expressly reserves the right to review its prices. Any change in the cost of transportation and fuel, in taxes, royalties, in the euro and US dollar exchange rates, or special drawing rights and visa fees shall be fully reflected in the price of the trips, including travel agents' commissions, where applicable. Where the French Tourism Code applies, Ponant also has the option to lower the Price pursuant to Article L. 211-12 of said Code, on the understanding that, in this case, no pricing review may occur less than 30 business days prior to the scheduled departure date.
- 10.2 Where the French Tourism Code applies, Guests shall be informed of any increase in the Price via registered letter with acknowledgement of receipt – or via any other means as long as it enables the effective receipt of the correspondence to be proved – on the basis of a notice period of (30) days prior to the departure date. When they receive this notice, the Passenger and/or the purchaser of the Ticket(s) may cancel their contract and receive an immediate refund of the amount paid by informing Q in writing within a period of 7 (seven) days following receipt of the notice of the price increase.
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