

HARVARD

ALUMNI TRAVELS



ANTARCTICA & SOUTH GEORGIA ON *L'AUSTRAL* THE GREAT SOUTHERN ADVENTURE NOVEMBER 7–27, 2024 PARTICIPANT TERMS & CONDITIONS

AA&D Community Expectations: Harvard University Alumni Affairs & Development (AA&D) programs and volunteer opportunities respect the rights, differences, and dignity of others. Those taking part in AA&D activities, including travel programs developed by Harvard Alumni Travels for the Harvard Alumni Association ("HAA"), are expected to demonstrate honesty, integrity, and civility and are accountable for their conduct with University alumni, students, parents, volunteers, employees, and invitees. AA&D reserves the right to suspend services to—and to exclude from participation in AA&D programs—any person whose inappropriate behavior adversely affects the safety, well-being, and inclusion of community members.

CONTRACT: Harvard Alumni Association does not itself conduct tours, but instead partners with several different tour operators to offer a broad range of travel programs. Tour participants contract directly with tour operators, although HAA is available to act as a liaison with tour operators should participants have any questions or concerns. HAA is not responsible for performing any of the tour operator's obligations. The tour operator for this program is PONANT GROUP, based in New York, New York.

The terms & conditions are subject to and interpreted according to international regulations and concern the transportation of passengers and their luggage from the time of boarding the ship to the moment of disembarking, as well as at ports of departure, destination, or stopover. PONANT GROUP shall incur no liability outside this period of time. Without prejudice to required legal regulations, any actions related either to the interpretation, or execution of this agreement shall be brought before the competent courts of Marseille-France.

Ships' Registry: France FL Seller of Travel Ref No ST37706; CA Seller of Travel Ref No 2120712-40

PROGRAM RATES:

<u>Per person</u>	<u>Double Occupancy:</u>	<u>Single:</u>
Superior Stateroom	\$15,910	\$28,910
Deluxe Stateroom	\$16,940	\$17,210
Prestige Stateroom, Deck 4	\$17,680	\$17,950
Prestige Stateroom, Deck 5	\$17,970	\$18,240
Prestige Stateroom, Deck 6	\$18,420	\$18,690
Deluxe Suite	\$25,790	\$26,060
Prestige Suite, Deck 5	\$26,820	\$27,090
Prestige Suite, Deck 6	\$28,150	\$28,420
Owner Suite	\$62,270	\$121,630

PROGRAM COST INCLUSIONS: Comprehensive 17-night cruise aboard the deluxe *L'Austral*; one night at Hotel Madero (or similar) with welcome reception, breakfast, and ½ day of touring in Buenos Aires prior to embarkation; return flight Ushuaia/Buenos Aires selected by PONANT, in economy class; complete program of expedition activities led by expert guides and naturalists; welcome cocktail reception aboard ship for HAA guests only; Captain's gala dinner; all meals aboard ship including early riser's coffee & pastry, breakfast, lunch, afternoon tea, dinner; open bar aboard ship, including select wines with lunch and dinner; 24-hour complimentary room service; comprehensive pre-departure materials; unlimited Wi-Fi (as available via satellite); airport/hotel/pier transfers and handling of luggage on official arrival & departure days; port taxes and charges; gratuities to shipboard personnel, porters, guides, and drivers; offered onboard: complimentary water-resistant polar parka for adult travelers, to keep; complimentary boot rental of half calf rubber boots for adult travelers, for use during voyage.

PROGRAM COST EXCLUSIONS: Airfare (except return charter flight from Ushuaia/Buenos Aires); airport taxes; passport and visa fees and/or immigration reciprocity taxes (if applicable); trip cancellation and baggage insurance; medical and

repatriation insurance; meals and beverages other than those specified above; personal expenses (such as telephone, laundry service, hair salon services, à la carte spa treatments, etc.); kayaking (optional activity described below).

Sea kayaking is an optional activity that can be pre-reserved and paid for onboard. Space is limited to first come, first serve. Groups are limited to 20 per group, but this activity can be operated as many times as the weather permits during the cruise.

PROGRAM SIZE: *L'Austral* can accommodate up to 246 passengers for this voyage. Harvard Alumni Travels has reserved a limited number of cabins on this regularly scheduled PONANT voyage. Harvard passengers will be joined by various travelers from independent registrations.

RESERVATIONS, DEPOSITS, & FINAL PAYMENT:

To reserve a space on this program, a \$3,000 per person deposit is required. Reservations are acknowledged in order of receipt until the maximum enrollment has been reached. Final payment is due August 9, 2024 (90 days before departure), payable by cash, check, wire transfer, ACH, debit card, or credit card. Participants will receive an invoice directly from PONANT Group for all subsequent payments after the initial deposit.

PARTICIPANT CANCELLATIONS & REFUNDS:

Notification of cancellation must be received in writing by HAA from the participant.

Cancellations received within 14 days of booking: full refund; cancellations received between August 9, 2024 and September 8, 2024 are subject to 50% forfeiture of all deposits and payments, regardless of booking date; cancellations received after September 8, 2024 are subject to 100% forfeiture of all deposits and payments, regardless of booking date. No refunds will be given for cancellations on or after the day of departure, or for unused portions of the tour, for any reason.

TRIP INSURANCE: Neither HAA nor the tour operator, including all representatives, employees, and agents, will take responsibility for any costs or losses incurred or suffered by a participant, or a participant's dependents or traveling companions before, during or after the tour. This includes, without limitation, cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, or damage/theft/loss of personal baggage, money, and goods. As noted below, neither HAA nor its tour operators shall be liable for any airline cancellation

penalty incurred by the purchase of a nonrefundable airline ticket or for any other expenses incurred by tour participants in preparing for the tour.

HAA highly recommends the purchase of trip insurance to cover unforeseen trip interruptions, cancellations, lost baggage, and emergency medical assistance and evacuation. Participants may purchase trip insurance through any provider. HAA will provide information from one provider, Redpoint Resolutions, upon confirmation, which will detail available options. If a participant purchases a trip insurance policy from Redpoint Resolutions within a 14-day window, then the pre-existing medical conditions exclusion will be waived, and the participant will be eligible to purchase the "Cancel for Any Reason" upgrade. An insurance policy, when issued, shall constitute a contract only between the participant and the insurance provider. HAA will not intervene in any transactional issues or claim disputes between the participant and the insurance provider.

AIR ARRANGEMENTS: US domestic and international airfare are not included in the program price and PONANT does not book air tickets. Exito Travel, a third-party air service, can help with airline arrangements for this trip. Travelers are also welcome to book air transportation through a local travel agent, online booking site, or airline.

Neither the Harvard Alumni Association nor the tour operator accepts the liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned. Airfare is subject to change and availability and is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Exito Travel.

WHAT TO EXPECT / PHYSICAL HEALTH: All participants must be in good health overall to participate in a HAA trip. All programs require physical independence and mobility: participants must be able to embark or disembark all conveyances used on the program alone or with minimal assistance from a traveling companion and must be able to climb stairs and step over raised thresholds without assistance.

PARTICIPANTS WITH REDUCED MOBILITY OR DIETARY RESTRICTIONS **must** report requirements to PONANT and HAA in writing at the time of booking and at least 30 days (October 8), 2023 before the service starts. PONANT GROUP and HAA will try to

accommodate special needs where possible, but any extra costs associated with special accommodation are the responsibility of the participant. Participants requiring assistance **must** travel with a companion who will be responsible for providing such assistance, including but not limited to handling any personal equipment a traveler requires.

All participants should consult with their doctor about whether they can meet the physical requirements of their trip and must complete and return any medical forms required by the tour operator.

PREPARING FOR THE TOUR: Participants will be provided with comprehensive pre-departure travel information, including specific suggestions for packing.

CHANGES IN ITINERARY, PROGRAM, STAFFING & COSTS: The itinerary is subject to change at the discretion of HAA and the tour operator. HAA reserves the right to change program dates, staff (including study leader), itineraries, or accommodations as conditions warrant. HAA further reserves the right to cancel programs, levy a small group surcharge, send a program without a study leader and/or withdraw HAA sponsorship from a program. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether HAA takes any of these actions. Participants making deviations from the scheduled itinerary do so at their own expense.

The prices given at the time of booking are based on economic conditions known on December 14, 2023, and are subject to change. These conditions are, amongst others, the cost of transport and fuel, relevant dues, and taxes for the proposed operation (port taxes, embarkation and disembarkation taxes, entrance costs to tourist sites), currency exchange rates relevant to the pricing of these programs. PONANT GROUP reserves the right within the legal limits of applicable laws to vary the prices if necessary. All variation of the cost of transport, fuel, taxes, dues, and visa costs will be passed on within the voyage cost. Any change in fare cannot be imposed less than 60 days prior or September 8, 2024, to departure.

FAILURE TO OPERATE THE TOUR OR CANCELLATION OF THE TOUR BY THE TOUR OPERATOR:

If the tour operator fails to operate the tour or cancels the tour, *except* as a direct result of adverse weather conditions, strikes, local laws, hostilities, wars, terrorist acts, significant health concerns (such as epidemics or pandemics requiring significant travel disruptions), or other such causes beyond HAA and the tour operator's reasonable control

(Force Majeure Events), then the tour operator shall refund all monies received from tour participants. If the tour operator's failure to operate the tour or cancellation of the tour is a direct result of a Force Majeure Event, then the tour operator may provide tour participants a refund consisting, in whole or in part, of credit toward future travel. HAA shall have the option to cancel a tour if, within sixty (60) days of tour departure, (1) a statement by the U. S. Department of State, another U.S. government agency, or a relevant local government agency is in effect that American citizens or others should not travel except for essential reasons to key destinations on the itinerary for that tour, or (2) a policy by Harvard University is in effect indicating that members of the Harvard community should not travel to key destinations on the itinerary. If HAA cancels a tour for one of the foregoing reasons, the tour operator will provide an alternate tour with a revised or substitute itinerary and may provide tour participants who choose not to travel on the alternate itinerary a refund consisting, in whole or in part, of credit toward future travel.

CURTAILMENT OF THE TOUR BY THE TOUR OPERATOR:

If a tour is curtailed after it has begun, either as a direct result of a Force Majeure Event, or because the U. S. Department of State, another U.S. government agency, or a relevant local government agency has issued a statement to the effect that American citizens or others should not travel except for essential reasons to the remaining destinations on the itinerary for that tour, then the tour operator will take immediate steps to end the tour early and assist tour participants with travel arrangements back to their homes or other final destinations. In such a case, the tour operator may provide tour participants a refund for the number of missed days on the original tour consisting, in whole or in part, of credit toward future travel. The calculation for any such refund shall take into account any non-recoverable prepayments, and any additional expenses incurred by the tour operator to wind up the tour early.

RESPONSIBILITY: The tour operator, its owners, and employees act only as agents for the various independent suppliers and contractors providing transportation, hotel accommodations, restaurants, and other services connected with this tour. Such travel, accommodations, and services are subject to the terms and conditions under which they are offered or provided, and HAA and the tour operator, along with their respective employees, agents, representatives, and assigns, accept no liability therefor. Neither HAA nor the tour operator assumes liability for any injury, damage, loss, accident, delay, or other irregularity

which may be caused by the defect of any aircraft or vehicle or the negligence or default of any company or person engaged in carrying out or performing any of the services involved. Nor will HAA and the tour operator accept responsibility for losses, injury, damages, or expenses of any kind due to Force Majeure Events, other than as provided above. All services and accommodations are subject to the laws of the country in which they are provided. HAA and the tour operator reserve the right to make changes in the published itinerary whenever, in their sole judgment, they deem it necessary for the comfort, convenience, or safety of the tour participants. HAA and the tour operator may, in their sole judgment, decline to accept or retain any person as a tour participant. Baggage and personal effects are always the sole responsibility of their owners. The price of the program is given in good faith based on current tariffs and rates and is subject to change. Any increases in tariffs, exchange rates, or fuel prices will be passed onto participants. As part of the consideration and right to participate in a tour, each participant must sign this document and may be asked to sign a separate liability waiver and release form by the tour operator.

PERSONAL INFORMATION: HAA and the tour operator will not share participants' personal information with third parties or make it publicly available except as follows: participants' names, degree(s), home city, and email addresses may be included in the tour participant list that is distributed to tour staff and participants prior to departure; and relevant information about participants is shared with those contracted to provide tour services in the destination. Tour operators and their agents are prohibited from sharing or selling this information to other parties. Participants may opt out of sharing their email addresses with others on the tour participant list.

APPEARING IN PHOTOS: Photos from Harvard trips may be posted on photo-sharing web sites or on social networking sites. Your likeness may appear in some photos or videos, posted either by HAA or by other travelers, and these materials may be circulated worldwide. Trip photos also may be selected to appear in future Harvard Alumni Travels promotions; in such cases, HAA will attempt to notify the traveler in advance, but no compensation is available for appearing in a trip photo used for promotional purposes.

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of the information presented in

this document. HAA is not responsible for errors in or damages resulting from the use of the information contained herein. Information contained in this document is subject to change.

ASSUMPTION OF RISK: Tour participants understand and agree that participation in the tour involves risks that include, without limitation, risks involved in travel; political, legal, medical, social, economic, and weather conditions; standards of design, safety, and maintenance of buildings, public places, and conveyances that may differ from those to which they are accustomed; and health and safety standards that may differ from those to which they are accustomed. Without limiting the foregoing, tour participants understand and agree that there are risks associated with the possibility of an epidemic or pandemic, the trajectory of which may be unpredictable, and that as a result of such an epidemic or pandemic, local and national governments may enact border, travel, and stay-at-home restrictions, and health care systems may become overwhelmed. Tour participants recognize that they may be subjected to potential risks, illnesses, injuries, and even death and confirm that they have made their own investigation of these risks, understand them, and assume them knowingly and willingly. Knowing the risks described herein, tour participants agree, on behalf of their family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding their participation in the tour.

RELEASE AND INDEMNIFICATION: By signing below (or by checking the respective box on the on-line registration form), I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions on my own behalf and on behalf of all members of my party. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

QUESTIONS: Please call Harvard Alumni Travels at 800-422-1636 or 617-496-0806, or email haatravels@harvard.edu.