

BOOKING TERMS & CONDITIONS - CEU

Dear Customers,

Before concluding a package travel contract, G Adventures Inc. (Barbados), hereinafter called "GA" is obliged to inform you ("you" or "the customer") about all essentials of your tour booking, which are significant, and about your rights according to EU Package Travel Directive 2015/2302. You will find significant information regarding your tour in the applicable detailed tour description as well as in these terms and conditions. The EU requested information formsheet regarding your rights as customer will be on the GA website, available in your travel agent's office and downloadable in all booking systems.

The following provisions shall be, as effectively agreed, incorporated content of the package travel contract between you and GA. They are supplementary to the statutory provisions of §§ 651a – y BGB (German Civil Code) and the information requirements for travel organizer in accordance with Art 250, 252 EGBGB and fill it out.

In addition, the General Conditions of Carriage of Passengers (Conditions of Carriage/Guest Ticket Contract) for air/sea transport services of each operating air/sea carrier with regular scheduled flights/cruises with international airlines or cruise companies will become part of the contract. These conditions are available for the customer at the travel agency, on the booking platform, or on the website of GA at: <https://www.gadventures.com/terms-conditions>.

Therefore, please read these terms and conditions carefully before you book as these conditions will apply to the contractual relationship between you as customer and GA as the tour operator.

1. Package Travel Conclusion, Obligations of Customer

1.1. For **all transaction types** the following conditions apply:

- a) contractual basis of the package travel contract is the description of the package/tour/expedition in the tour description on the website. Brochure information may be correct at time of printing only, so please refer to the updated website of your product.
- b) when the travel confirmation differs from the content of your declaration of intent whilst placing your travel booking, then the confirmation will be seen as a new offer by GA. The contract is concluded on the basis of this new offer, if the customer declares acceptance by explicit declaration, deposit payment or final payment, or use of designated travel services as confirmed.
- c) The applying customer is liable for the contractual obligations of passengers for whom he makes the booking, as for his own, insofar as he has declared such a corresponding obligation by express and separate declaration.

1.2. For the travel application, which is done via GA Website or via a travel agent by phone, in writing, via e-mail, or via electronic booking platform provided by GA, the following applies:

- a) With the travel application the customer provides the conclusion of the travel contract bindingly to GA and confirms directly or via the booking agent, that he has received the above mentioned precontractual information. The customer is bound by this declaration at least for 5 working days.
- b) The package travel contract will be concluded only with the written travel confirmation sent by

GA. The travel confirmation is seen as acceptance of the contractual offer of the customer. Please note the email notification that GA has received the booking request of the customer is not acceptance of the customer's offer. If there is an online booking flow, where the travel confirmation is displayed directly after customer pushes the "enter" button for his travel contract offer, the screen display of the travel confirmation will function as the legally binding travel confirmation. The conclusion of the package travel contract does not depend on the customer's ability to store or print the travel confirmation. Therefore, the package travel contract including all travellers in the booking by the customer is concluded. The travel confirmation will contain all relevant contractual services. The scope of the contractual services owed is constituted from the brochure's or website's tour description and information contained in the named travel confirmation. With the travel confirmation the contract is binding for GA, whilst GA reserves the right to correct such descriptions related to obvious print and calculating mistakes.

Contractual Tour Operator and contractual party of the customer is: G Adventures (Barbados) Inc./Chancery House, High Street, Bridgetown, St. Michael, Barbados BB 11128

Authorized recipient in Germany / CE markets is: G Adventures GmbH (Germany) / Grünberger Straße 44A, Berlin 10245, Germany

G Adventures Inc. (Barbados) is selling these tours and packages in Germany / CE markets under the brand "G Adventures". As long as this brand "G Adventures" is mentioned within these terms, in the brochure of GA or in any other commercial note, it always means the legal owner of this brand is G Adventures Inc. (Barbados).

1.3. If the travel confirmation deviates from the content of the travel offer of the customer, this travel confirmation is legally seen as a new travel offer send to the customer for acceptance by GA. The customer is permitted to accept this offer within a time limit of 7 days, as GA holds themselves bound to that offer for that period. If the customer declares within the time limit of seven days in written form or via technical communications channels like webforms, e-mail and booking engines his consent or he accepts the new offer via a declaration of intent like payment or starts travelling, the travel contract will be concluded based on the new offer.

1.4. GA declares that, according to the legal statutes for package travel contracts concluded via distance selling (i.e. letter, phone call, e-mail, teledmedia or online portals), there will be no right of rescission beside the legally stated cancellation and termination rights. A right for rescission only exists if the travel contract according to §§651a ff.BGB is concluded outside of business premises unless negotiations carried out, that leads to the contract conclusion, are conducted at the customer's request. In this case the customer does not have the right of rescission.

2. Travel Fare and Payment Terms

2.1. Prices are calculated per person in euros and include all legally required charges, taxes and fees. The reported starting prices in the GA offer are valid at the time of publishing on the web listed as convenient rates per person based on tour itinerary listed in the product description. Travel agent, booking platform or GA reservations office will kindly inform about the best available valid price for the respective travel fare on the desired tour itinerary based on chosen travel/departure date at time of booking. The declarations stated in the booking confirmation are binding for GA. Alterations and supplementary agreements (changes, special requests, additions) to the contractual services require specific, written confirmation by GA. All prices depend on the actual online-availability at the day of booking. GA reserves the right to cancel published special tariffs without giving a reason at any time.

2.2. Upon receipt of a TailorMade booking request GA will provide you with a quote for the chosen Tour. Prices quoted for all TailorMade Tours are valid until the date indicated on the quote, after which time GA reserves the right to provide you with a revised quote. Any modifications to a TailorMade itinerary, including dates or number of people travelling, will be subject to a revised quote.

2.3. To secure customer payments GA has concluded an insolvency coverage for all payments on package travel contracts for all travel departures from 01 October 2018 with Zürich Insurance plc Niederlassung für Deutschland. This bonding letter, which comes together with the travel confirmation will give the customer a brief guarantee to claim directly against the insurer in any case of illiquidity or insolvency of GA. After conclusion of the contract and after handing over an insolvency risk security voucher according to § 651r BGB in connection with Art 252EGBGB, a deposit of 20% of the travel fare is due. The final payment is due 30 days prior to departure. The remaining balance will only become due, if it is certain that the travel will be carried out as booked and the travel plan (for paperless travel) alternatively the travel documents will be available at your travel agent's office, booking platform for download or are already (electronically) transmitted to the customer. For last minute bookings (30 days or less prior to departure date) the full travel fare will become due immediately.

2.4. In addition to the deposit of the travel fare, certain elements of TailorMade Tours may be subject to higher or different charges (including different cancellation charges). These charges will be applicable solely when required by GA's suppliers. If this situation arises, GA reserves the right to ask you to make payment of the requested sum within a certain period and prior to balance due date. These terms, if applicable, will be communicated to you prior to booking and will also be detailed on your invoice.

2.5. If the customer deposit and/or final payment of the remaining balance is not in accordance with the agreed payment due dates, although GA is ready for the proper performance of the contract and no legal or contractual right of retention of the customer exists and GA has fulfilled the precontractual legal informational duties, GA is authorized, after a reminder with deadline, to rescind from the travel contract and to charge the customer the costs of withdrawal in accordance with Clause 4.

2.6. Payment options - We accept Visa, MasterCard and American Express or bank wire at no additional cost. The customer's credit card fees for use of his credit card, which are imposed by the issuing banks, shall be borne by the customer.

2.7. Changes of determined payment mode are only possible up to 35 days prior to departure and only for remaining open balance.

2.8. If the travel plan (for paperless travel) or in the exceptional cases the travel documents did not arrive latest 4 working days prior to departure date, the customer must inform the travel agent or his booking platform. For last minute booking or short-term changes less than 14 days prior to departure the travel plan will be issued and send the same way as for long term bookings. Without receiving full payment no travel plan or travel documents will be submitted. Travel documents can only be delivered by GA if the legally requested personal data of all travellers are transmitted via our "Good to Go" application or in any other appropriate way. Travel documents will be provided as e-docs. For his own security the customer is obliged to crosscheck the correctness of the travel plan (for paperless travel) or the travel documents.

3. Change of Travel Services and Pricing

3.1. Travel Service changes

3.1.1 Prior to conclusion of the contract

The brochure/website details are binding for GA, as far as they have become the basis of the travel contract. GA reserves the right to amend the website content of the travel description for factually justified reasons before contract conclusion. GA will inform the customer about such changes prior to booking. For all tours, the right to make itinerary changes is reserved by GA at any time, i.e. by authority regulations, political crisis in the destination, war, special conditions of chosen transport mode, weather conditions or further security reasons in the interest of the participants may determine a route deviation. Final decision for that necessary route changes will be on the side of the GA tourleader, the GA crisis team and or in case of cruises on the ship's master.

In case of cancellation of a scheduled flight by the airline or in the case of non-compliance of the flight plan by the airline, a change of operating airline, aircraft or of the departure or arrival airport may become necessary. For these or similar reasons GA expressly reserves the right to make such a change or a modification or a change of contractual services. In accordance with the EU regulation on informing air passengers of the identity of the operating air carrier GA is obliged to inform the customer about the identity of the operating carrier and all deliverables for the booked air transportation services as long as GA has concrete knowledge at this time. See clause 13.

3.1.2 After conclusion of the contract

Variations and changes in individual travel services from the contractually agreed content of the package travel contract, which become necessary after conclusion of contract and which are not caused by GA in bad faith, are permitted if the changes and deviations are not substantial and do not affect the overall character of the booked travel. The overall character of the travel is only impaired if its value or suitability for the usual or presupposed benefits is no longer existing, or is more than just insignificantly decreased. This shall be determined on the basis of the price, the duration of the tour, the travel period (seasonality) and the type of travel. GA is obliged to inform the customer of any changes without delay. The revised itinerary/travel service replaces the originally contractually agreed one. Possible remedies remain unaffected, if the service is flawed. If the overall character of the holiday is harmed by such changes and the changes are deemed unacceptable by the customer, GA will offer the customer this contractual change in written form and the customer must give notice about whether he accepts this offer or wants to rebook without fees or cancel the contract without any fees. The customer also has the right to demand alternative travel program from the GA program as long as GA is able to offer such a trip from its standard program at no extra charge. For customer rights arising from contract changes or cancellation, the customer must assert this against GA immediately after the change notice by GA.

The offered contractual change will be seen as accepted if the customer has not notified GA in due time that he wants to withdraw or is requesting alternative travel. Possible warranty claims remain unaffected insofar as the implemented services are flawed.

3.2 Price Changes

3.2.1 Prior to the conclusion

The current prices as listed at time of publishing are binding for GA. However, GA can explain changes from website prices prior to concluding the contract, a price adjustment is in particular allowed for these reasons:

1. Due to an increase in transport costs, the charges for certain services such as port or airport fees or a change in the applicable exchange rates for the respective tour in question after the publication of the offer on the website.
2. When the desired and advertised tour in the corresponding GA offer and/or the flight package and/or hotel program is only available through the purchase of additional seats and rooms after publication of the GA offer.

3.2.2 After the conclusion

GA reserves the right to change the confirmed price in the event that transport costs alter or the port and airport fees increase or are newly created to adapt the travel fare to the extent in which the alteration or creation per traveler affects the travel price, if the starting date of the tour is more than four months after the conclusion of the contract. This applies only to those price changes where the cost factors have changed after conclusion of contract and that were not foreseeable when the contract was concluded. For increasing important and unforeseeable reasons, for example an increase in public charges, increases in the VAT, a change in the crude oil world market price, increase or introduction of insurance premiums or administrative duties, or additionally imposed safety margins for the respective means of transport, as an increase in the exchange rate of the Euro relative to the US dollar by more than 20% in an individual case. To

the same extent an adjustment of the agreed travel price in case of a change in the official fixed transportation tariffs is allowed. GA has to give proof of such admissibility of increase, by detailing the individual cost and rate increase for scrutiny. In case of a subsequent price alteration or amendment to an essential travel service GA will inform the customer immediately, but not later than 21 days prior to departure thereof. Price increases after that date are not permitted. Where prices rise by more than 8%, the customer is entitled to withdraw from the contract without charge or to demand participation in an equivalent tour, if GA is able to offer such a tour from the GA standard program at no extra charge. The customer has to execute these rights immediately after GA declares the price increase. Should the price of your tour go down solely due to the changes mentioned GA will make a refund accordingly.

4. Cancellation prior to departure / Cancellation cost

4.1. The customer can withdraw from the tour at any time prior to departure. The withdrawal has to be declared to GA at the address below. If the tour was booked via travel agent or booking platform, the cancellation can be declared towards that agent. It is required that the customer sends such withdrawal in writing via a reliable data carrier.

4.2. If the customer withdraws prior to departure or does not show up, GA loses the claim for payment of the travel fare. Instead of this travel fare, GA is permitted to demand reasonable compensation for the withdrawal decision of the customer for all travel preparations and expenses related to the respective travel fare, unless GA is responsible for the withdrawal and as long as it is not a case of force majeure.

4.3. For the calculation of compensation GA has taken into account usually saved expenditures and any possible alternate use of those travel services. The compensation scheme is calculated depending on the type of travel, linked to the date of receipt of the cancellation by the customer, especially considering the limited short-term marketing opportunities for bundled packages and specialized tour products (with regular scheduled flights) as follows:

a) Tour, Expedition and TailorMade product:

- Up to 30th day prior to departure: 20% of travel fare
- From 29th day to 3rd day prior to departure: 70% of travel fare
- From 2nd day prior to departure up to departure day or in case of no show: 95% of travel fare

b) Arrival Transfers, Pre and Post Night Accommodations, My Own Room and optional activities booked directly with GA:

- Up to 31st day prior to departure: A full refund will be payable
- From 30th day prior to departure up to departure day or in case of no show: 95% of travel fare

4.4. The customer is free to prove to GA that GA has suffered no loss or a considerably slighter loss than what GA is claiming for.

4.5. GA reserves the right to demand a possibly higher, concrete compensation instead of the above cancellation scheme, insofar GA proves that in the concrete case much higher expenses than the respectively applicable fee incurred. In this case, GA is obliged to quantify the required

compensation taking into account the saved expenses and possible alternate use of the travel services and provide supporting evidence.

4.6. The statutory right of the customer to provide a replacement by a third party customer in accordance with § 651 e BGB remains unaffected by the above conditions.

4.7. Cancellation fees are due immediately.

5. Rebooking/Third party replacement/Name Change

5.1. A claim for changes of the travel date, the destination, the place of departure, accommodation or type of transportation (transfer) after conclusion of the travel contract does not exist. If such a rebooking is carried out on request of the customer, GA will allow the customer to transfer his deposit payment into a lifetime deposit account, to be used any time for the rebooked or newly planned voyage with GA. . This right to transfer a deposit payment into a lifetime deposit account does not exist in respect of TailorMade tours. Rebooking fees of airlines involved (depending from chosen flight tariff) and all other cost invoiced to GA by suppliers will be accordingly invoiced to the rebooking customer.

5.2 Replacements

Up to the date of travel, taking into consideration a reasonable amount of time for organizational matters, the customer may demand that a third party takes over all rights and liabilities of customer's travel contract. (§ 651e BGB) GA reserves the right to decline the third party should he/she not meet the travel requirements (including medical form, permits, visas, or other required travel documents) or should there be legal restrictions or an official directive against his/her participation. Should a third party enter the contract then he/she and the customer are liable as co-debtors for the travel fare and the additional costs caused by the third party entering, e.g. airline charges for scheduled flights for new ticket issuing as part of the package travel contract.

5.3 Name Changes

At the time of booking all guest names need to be submitted to GA. Names must be the same as those stated in each guest's passport. In this context a name change is defined as any change in the spelling of a customer's first name, middle name(s) or surname(s). For name changes made more than 21 days prior to departure, GA reserves the right to pass on a service fee of EUR 50 per person together with any costs incurred or imposed by any of our suppliers. Should the passenger wish to make a name change less than 21 days before the date of travel, this can only be done, if at all possible, by cancelling the travel contract under the conditions stated in 4.3 and rebooking. This does not apply to name change requests causing only minor costs. Point 5.2 is not affected.

5.4. Service fees and charges for rebooking and name changes are payable immediately.

6. Unused services

If the customer does not use individual travel services that were offered to him properly, for reasons which are attributable to him (i.e. for early return or for other compelling reasons), he is not entitled to partial reimbursement of the travel fare. GA will seek for refund or reimbursement from its suppliers or service providers. This obligation is void, if those services are of minor relevance or if a refund is contrary to legal or official regulations.

7. Contractual Termination on Grounds of Conduct

7.1. GA can terminate the travel contract without notice if the customer persistently disturbs the tour, ignores a prior warning from GA, violates the Traveler Conduct Policy (<https://www.gadventures.com/about-us/responsible-travel/travel-conduct-policy/>) or if he violates the contract to such an extent that immediate termination of the contract is justified. Furthermore,

GA can terminate the travel contract without notice if customer has booked under a false identity, wrong name, address or wrong/false passport number or if the customer will be found on any anti-terrorlistings of OFAC and EU authorities.

7.2. If GA terminates the contract, GA retains its claim to the travel fare; GA must, however, credit the value of the saved expenses and the benefits GA accrue through alternative use of the unused travel services, including refunds provided by GA's suppliers or service providers. The customers are free to prove to GA that GA has suffered no loss or a considerably slighter loss than the amount retained by their remaining pro rata travel fare.

8. Termination due to unavoidable, extraordinary circumstances

8.1 Cancellation prior to the date of travel

Should the fulfilment of the travel contract be largely hindered, endangered or significantly affected due to unavoidable, extraordinary circumstances or force majeure (e.g. through war, domestic turbulence, natural disasters, epidemic outbreaks, government authority measures, e.g. accommodation or transport embargos, ship loss or other similar incidents) which were not predictable at the time of conclusion of the contract, then both the customer according to § 651 h sec.1, 3 BGB and GA according to §651 h sec.4 BGB may cancel the contract immediately.

8.2 Cancellation after first date of travel

Should the cancellation due to unavoidable, extraordinary circumstances or force majeure (e.g. through war, domestic turbulence, natural disasters, epidemic outbreaks, government authority measures, e.g. accommodation or transport embargos, ship loss or other similar incidents) be made by the customer after the date of travel, GA is obliged to take the necessary action, if possible, for immediate return transportation and in case of impossibility to do so, taking care of accommodation for the customer for at least 3 nights, preferably in the range of booked accommodation type; in the legally defined case GA will take care of accommodation for a longer period.

9. Obligations of the Customer

9.1. The obligation resulting from § 651 k sec. 1 BGB regarding notice of defects during travel for any deficiency or malperformance according to § 651 l sec.2 BGB will be formed and substantiated by GA as follows:

a) The traveller is obliged to demand any defects immediately to the local representative of GA (tour leader, CEO, local agency) and ask for remedial action to protect his legal interest for remedies and cancellation rights. If GA is not able to address the defect in due time, whilst there is a legal obligation for GA to solve the deficiency, the customer himself can take remedial measures (§§ 651 k sec.2 BGB).

b) GA will provide travellers with information regarding the local agent or representative, including the contact information and availability of those representatives with transmittal of the travel documents.

c) If according to contractual agreements no local representative or tour leader is provided by GA, the traveller is obligated to report any defects immediately directly to GA at the address indicated below, (or to its booking intermediary agent), email at customerservice@gadventures.com or by phone at the appropriate number listed on the GA website at:
<https://www.gadventures.com/contact-us/>

d) Claims of the traveller will not cease to exist, if the traveler's claim is not immediately made due to circumstances outside of the customer's control. The customer needs to consider that defect notification may not reach GA outside business opening hours, therefore an immediate transmission to GA may be hindered and requested help may be

delayed.

e) With the notification of defects GA is allowed a reasonable period to remedy the situation, unless the remedy is impossible or is refused by the customer. GA may provide a remedy in such a way that an equal or better travel service is provided, if reasonable for the customer. If GA provides a reasonable remedy, the customer must accept this. If the customer refuses a reasonable offer from GA, the customer can no longer assert warranties or remedies for the claimed defects after the tour.

9.2. Staff, tour leader, CEO, agencies and employees of service providers are not authorized by GA to confirm defects or to recognize claims against GA, but may confirm or protocol the declared notice of defects.

9.3. If the travel is seriously affected due to a defect, the customer may terminate the contract (§651 I BGB). The same applies if the travel is no longer reasonable as a result of such defect, as confirmed by GA. The termination is only permissible if GA or, where available and contractually agreed, the respective representatives of GA, elapsed the determined reasonable period to provide a remedy. A deadline is not required if the remedy is impossible or denied by GA or its agents or if the immediate termination of the contract owing to exceptional circumstances related to the tour of the traveler is justified.

9.4. Baggage claim and baggage delay in air transportation by the traveller must be notified immediately on the spot by completing a Property Irregularity Report (P.I.R.) and submitting it to the relevant airline. Airlines may refuse to pay compensation if the P.I.R. has not been filled. The damage report must be submitted, in case of damaged luggage within 7 days, and in case of luggage delay within 21 days after delayed delivery. In addition, the loss, damage or the misdirection of baggage has to be notified to the tour guide or the local representative of GA or GA directly. Carriage, stowage and handling of his own baggage by the customer will always be at his own risk.

9.5. The customer has to inform GA when the necessary travel documents (eg air ticket, tour voucher) are not partially or entirely delivered within the deadline communicated to him by GA.

9.6. Generally, the tours offered by GA are not suitable for persons with reduced mobility. Travel and tour descriptions of GA will indicate generally whether this tour is suitable or not for passenger with reduced mobility. However, passengers must inform GA of any special needs prior to completing a booking, in order for GA to advise whether such tour is suitable for them. For further details and to clarify whether participation on specific tour programs is possible, passengers with illnesses or special needs which requires support during travel, or passengers travelling with medical equipment, including wheelchairs, scooters, oxygen therapies, must inform GA prior to travel about their needs. Such customers will be sent a form with more detailed questions. Please note that some travel arrangements, transportation modes or hotels are not equipped for customers with mobility problems and it is possible special arrangements must be made at the expense of the customers or might be not be available. GA is entitled to exclude customers from the travel arrangement, who are physically, mentally or emotionally unable to travel, or those customers, for whom the necessary care can not be delivered during the trip – see clause 15.4. and 15.5. GA will allow the usage of special medical equipment, as described above, under certain conditions, where it is possible to do so.

10. Limitation of Liability

10.1. The contractual liability of GA for damages not resulting from injury to life, body or health is limited to three times the travel price (same for liability regarding breach of pre-, side- and main contractual obligations)

a) if the damage of the customer is caused neither intentional nor grossly negligent or

b) where GA is responsible for the loss or damage incurred solely through the fault of a service provider. (§§537 ff HGB as factual implementation of EU directive 392/2009) Claims of the

customer in addition to that regarding any damage of travel baggage during air transport as a part of the package travel contract, which might apply to the Montreal Treaty, will remain unaffected.

10.2. Damage claims against GA can be restricted or ruled out according to the statutory regulations of international agreements (e. g. Montreal Convention, Athens convention) applying to the service performance of service providers, whereby damage claims against service providers may only be made or ruled out under certain provisions and with certain limitations. Thus GA may claim that the service providers or suppliers under certain conditions are not liable for flight, train, and bus or ship delays so that GA too does not have to answer for the missed connections.

Possibly additional claims under the Montreal Treaty, Athens Convention or the Aviation Act remain unaffected by this limitation of liability.

10.3. GA is not liable for impairment of services, bad performance, personal injury and damage in connection with those services that are merely arranged as third party supplier services (eg. excursions, sports events, theatre visits, exhibitions, transfer services from and to the advertised departure of excursions and/ or venue or destination), if these services are marked in the tour description and in the booking confirmation clearly as third party services and stating the arranging contractual partner visible for the customer that they are not part of the travel services provided by GA for him. GA is liable for conveyed services if and insofar as the infringement of information, advise and organizational duties of GA has become the cause of a loss or damage to the customer. Any liability of GA from intermediary obligations remains unaffected by the foregoing provisions.

11. Limitation Period

11.1. All contractual claims against GA regarding §651i sec.3 BGB will be statute-barred within 2 years. The limitation period commences at the day of contractual end of travel. (651j Sentence 2 BGB)

11.2. Tort claims are statute-barred within three years if they do not arise under Shipping Law and the provisions of the Commercial Code. This maritime law claims for damages for death, injury or damage to luggage expire after two years.

11.3. Ongoing negotiations regarding the claim or the claim justifying circumstances between the customer and GA suspend the limitation period until the customer or GA refuses to continue the negotiations. The limitation period shall expire no earlier than three months after the suspension ends.

11.4. The statute of limitations pursuant to section. 11.1 shall also apply to the registration of luggage damage or luggage delivery delays in connection with flights, if warranty rights from §§ 651 I BGB are claimed. A claim for luggage damages during air transportation has to be made within 7 days, a claim for luggage delays during air transport within 21 days after delivery.

12. Air Carrier Terms and Conditions

12.1. Tour prices do not include international or other airfare unless expressly mentioned in the tour's descriptions. GA will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by GA or the applicable air carrier(s).

12.2. GA acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. GA is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

12.3. GA will inform the customer in accordance with the EU regulation on information of passengers of the identity of the operating air carrier before or at the latest at the time of booking about the identity of the operating carrier(s) regarding all services to be provided as part of the booked package travel including air transportation services.

12.4. If at time of booking the operating airline(s) not yet been fixed, GA is obliged to inform the customer about the airline or the airlines that will probably perform the flight. Once GA know which airline operates the flight, GA will inform the customer.

12.5. Change of the operating air carrier will be notified without delay to the customer, as soon as GA is informed by the carrier.

12.6. The “blacklist” of airlines related to that EC (airlines, where the use of airspace over the Member States shall be prohibited) will be available directly via <http://air-ban.europa.eu> and at the offices of GA.

13. Passport, Visa, and Health Requirements

13.1. GA is responsible for making sure that customers are informed of passport, visa and health requirements for participation in their tour and possible changes thereof prior to starting the journey. This instruction can be done by the travel agent or booking platform acting as intermediary (§651 v sec.1 sentence 1BGB). In doing so, GA assumes that the passenger has disclosed to GA all pertinent information related to the passenger’s citizenship and passport. EU citizens and those from Switzerland require a machine-readable passport, which must be valid for a minimum of six months beyond their return. This also applies also to holidays within Europe. ENTRY DOCUMENTS REQUIRED FOR CHILDREN: Due to European standards children’s entry in the parents’ passport will not be accepted anymore as of June 26, 2012. As of this date every child requires its own travel document. Any person under the age of 18 who is not accompanied by a parent authorized to represent him/her must have an officially certified declaration of consent of his/her legal guardian. On travel that includes a Canadian airport, any person under the age of 18 who is accompanied by one parent only must have a written declaration of consent of the other parent. Please keep in mind that the regulations governing entry may change at any time and at short notice, and passengers are responsible for confirming they possess all necessary documentation for entry. Passengers will find the entry regulations applying to the date of passenger’s departure on the website of the Foreign Office/the Ministry of Foreign Affairs/the EDA or of the respective embassy. GA or your travel agency will inform you of the necessary passport, visa and health requirements. It is the responsibility of the customer to check the situation for any change shortly before his departure. U.S. law and health regulations apply on flights of US aircarriers and flights with transit at any US airport. Please note that due to the increased level of security, the passenger’s flight registration with the passenger’s passport data (“Secure Flight Data Check and APIS Data”) must be provided to the respective air carrier, even if the passenger is not actually entering the United States. For flights outbound to the EU or inbound to any EU community states airport the flight passenger data law applies with the same level of registration duties. Failure to provide the requested passport data will prevent the passenger from boarding the aircraft. Registration is necessary to follow the requested directives of the US administration as well as the EU authorities. Guests should visit air carrier’s website and submit the relevant personal information online to their carrier at least 4 days prior to departure.

13.2. The customer is responsible for obtaining and carrying the officially required travel documents, any necessary vaccinations and for complying with customs and currency regulations. Disadvantages resulting from the failure to comply with such regulations, for example, payment of cancellation fees, will be at his expense. This does not apply if GA has informed insufficiently or wrongly or has not informed at all.

13.3. GA is not liable for the timely issue and receipt of necessary visas from the respective diplomatic representation if the client GA has entrusted with the procurement unless that GA has failed to fulfil its obligations, unless such failure was a result of the traveller’s failure to provide necessary information.

13.4. GA requires each customer obtain **TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US\$200,000** covering all applicable dates of travel with GA. This insurance must cover personal injury and emergency medical expenses. On or before the first day of each Tour, a representative of GA will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by GA and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

13.5. Required medical information You must provide any medical information reasonably requested by GA and may be required to complete GA's medical information form (the "**Medical Form**"), available on GA's website at http://www.gadventures.com/medical_form. Medical Forms are mandatory for certain Tours. If you have any pre-existing medical conditions which may impact your ability to travel, participate in a Tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on your Tour, you must return a Medical Form, signed by a licensed and practicing physician to GA prior to or at the time of final payment for the applicable booking. You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. GA will maintain the information in accordance with its Privacy Policy available at <https://www.gadventures.com/terms-conditions/privacy/>. GA reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour. GA reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where GA determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others. GA may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

In the event that you do not complete the required Medical Form or provide medical information reasonably required by GA for any reason by the deadline indicated above, GA reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. GA does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with GA may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and GA makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

14. Restrictions and Exclusions of Conveyance

14.1 Passengers under 18 years of age must be accompanied during the tour by a guest 18 years or older at the time of departure, who expressly agrees to be responsible for the guests under 18 years of age (max 2 minors per adult) at the time of departure. Unaccompanied flight and travel for passengers under 16 years are not allowed to all destinations, please check with our reservations team. Unless otherwise indicated in the Tour description or by GA, the minimum age for minors travelling on any Tour is 12 years old. All bookings with a minor are subject to review and approval by GA. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. GA will not be responsible

for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

14.2. GA will not accept guests who will have entered their 23rd week of pregnancy by the time of their air travel, or earlier, if dictated by the conditions of carriage of the respective airline. A medical certificate establishing due date and fitness to travel must accompany an expectant mother's application for flight. GA will not be responsible or liable for any complications of pregnancy which arise or occur during the flight.

14.3. Any physical challenge or medical condition that requires special treatment or attention must be reported to GA at the time of booking. For certain conditions we ask for medical forms (see clause 9.6. & 13.5.). GA has the right to refuse or revoke passage to anyone who, in our judgement, is in physical or mental condition unfit for travel or who may require care beyond what GA can provide. All physically impaired guests must be self-sufficient and should travel with a guest who will provide any assistance needed during the travel or in the event of an emergency. Guests who use a wheelchair must provide their own small, collapsible type. Important information for guests with limited mobility about the hotel facilities and chosen transportation mode is provided by GA reservations department upon request.

14.4. Due to sanctions issued by the national US administration under the "Office of Foreign Asset Control" (OFAC) regarding countries as North Korea, Cuba, Iran, Iraq, Yemen and Syria, American air carrier are not allowed to conclude contracts with those state or nationals of those states. Therefore, it is policy of GA to reject bookings from nationals in general, unless they provide residency permit in any country not sanctioned and can provide payment means from a resident bank in such a non sanctioned country.

15. Data Protection

During the booking process, passengers must provide GA with personal data required by the latter for the delivery of the requested travel services. GA executes your booking order in compliance with the valid data protection provisions required by the General Data Protection Regulation (GDPR). GA uses your personal data for the execution of your orders, requirements and requests. In the event that you have granted GA your consent, GA will use the said data for product-related enquiries and for marketing purposes. GA draws your attention to the fact that GA may use your personal data such as name, address and/or e-mail address in order to provide you from time to time with information and with newsletters by e-mail and/or by regular mail if you have provided your consent to receive such communications. You may withdraw your consent at any time to the use of your data for the said purposes by notifying GA. Any personal data shall be transmitted exclusively to those companies involved in your booking. GA shall not provide any third party with your data without having obtained your express consent or without being legally obliged to do so. For more information, please see the GA Privacy Policy found at <https://www.gadventures.com/terms-conditions/privacy/>.

16. Miscellaneous

Each traveller is responsible for arriving in time for departure, unless the delay is related to an intentional or negligent breach of duty of GA. Any costs associated with transporting the guest to re-join the travel including, but not limited to, government fees, visa fees, subsistence, lodging, air fare, car hire or agency fees shall be borne by the guest.

17. Choice of Law / Place of Jurisdiction

For all claims regarding the travel contract, German law shall be applicable. For complaints from GA against customers or contractual partners of the package travel contract, full merchants, legal persons under public or private law or persons who have their domicile or habitual residence abroad, or whose domicile or habitual residence at the time of suit is not known, is agreed

jurisdiction Berlin (Germany), as long as no international treaty is contrary to that place of jurisdiction.

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Published January 2019