



**EFFECTIVE: January 01, 2021**

**By booking any trip with Arctic Kingdom, you acknowledge that you have read and understand these Terms and Conditions, and you expressly agree to be bound by these Terms and Conditions. If you are booking a trip for individuals in addition to yourself, you are deemed to have accepted these Terms and Conditions on behalf of all trip participants (including minors and those under a disability), who will also be bound by these Terms and Conditions.**

**All participants are required to complete Arctic Kingdom's Guest Information and Medical Profile forms. The Guest Information Form must be completed at time of booking and the Medical Profile must be completed between 120 days and 30 days prior to the trip departure date, unless of a last-minute booking, in which case the forms are immediately to be filled in. The purchase of any travel services offered by Arctic Kingdom, Inc. (AK) represents your acceptance of AK's terms and conditions. Participation on any trip will be declined in the absence of signed and completed Guest Information and Medical forms with no refund of payment. No modifications to the Terms and Conditions or forms will be accepted.**

NOTE: If you have booked your trip through a tour operator and are paying the tour operator instead of Arctic Kingdom directly, please refer to their payment and cancellation terms and conditions, which would prevail.

## **1) RESERVATION AND PAYMENT**

A deposit at the time of booking is required to confirm your reservation. The amount of deposit is specific to the type of trip booked:

### **Scheduled Expeditions**

CAD \$2,500 deposit per person to confirm reservation. Final payment, in Canadian dollars is due no later than 120 days prior to departure.

### **Private Expeditions**

The amount of deposit and payment schedule is determined upon acceptance of the trip quotation. To confirm a reservation, the deposit must be paid. Final payment due no later than 120 days prior to departure. Arctic Kingdom reserves the right to invoice interim payments to cover custom components that require advance payments prior to 120 days before departure.

### **Getaways**

CAD \$500 deposit per person to confirm reservation. Final payment, in Canadian dollars is due no later than 90 days prior to departure.

### **Other Products**

For any other product booked and not listed herein, a deposit and payment schedule will be listed with the quote.

**PAYMENT METHODS**

The following methods of payments are acceptable for deposits and final payments for all of our trips.

**Deposit:**

- Cheques (NOTE: Cheques issued outside of North America must be certified)
- Money Orders
- Wire Transfers
- Visa/MasterCard/AMEX – up to a maximum of CAD \$2,500 per person.
- Flywire®
- Alipay® (available in certain markets only)

Any and all credit card payments will be processed in CAD and may be subject to foreign exchange rates and fees by the credit card provider. AK is not responsible for any foreign exchange conversions and/or fees incurred on your credit card. Credit card charges will be displayed as TOUR IQALUIT on your statement.

**Final Payment:**

- Cheques (NOTE: Cheques issued outside of North America must be certified)
- Money Orders
- Wire Transfers
- Flywire®
- Alipay® (available in certain markets only)

If final payment is not received by the date specified on the invoice, AK reserves the right to cancel your reservation and withhold the return of all payments received, unless AK has agreed, in writing, to a change in your payment schedule.

AK makes best efforts to accurately price trips a year in advance, however, due to the complexities of operating trips in the Arctic (including but not limited to political changes, wilderness, weather and logistical issues) trip prices are subject to change at any time. To guarantee that your trip price will not change, final payment must be received at least 120 days prior to departure. Failure to meet the final payment due date may result in a price change.

**2) TRIP DEPOSIT, CANCELLATION AND REFUND POLICIES**

Trip preparations are initiated months in advance, which include time and prepaid expenditures to secure suppliers, hotels, airlines and staff. Therefore, we must strictly adhere to our Cancellation & Refund Policies for all travellers.

**2A) CANCELLATION BY PARTICIPANTS**

All requests for cancellations must be received in writing to the following address Arctic Kingdom P.O. Box #6117, Iqaluit, NU X0A 0H0 or by email to [info@arctickingdom.com](mailto:info@arctickingdom.com).



Some trips may have a non-refundable deposit.

**Scheduled Expeditions (CAD) – FOR RESERVATIONS MADE AS OF FEBRUARY 24, 2020**

180 days prior to departure	Full refund less \$1000 (plus tax) administrative fee per person
120-179 days prior to departure	Deposit is non-refundable
0-119 days prior to departure	Deposit and all payments non-refundable

**Private Expeditions (CAD)**

Cancellation terms are provided at the time of booking.

**Getaways (CAD) – FOR RESERVATIONS MADE AS OF FEBRUARY 24, 2020**

90 days prior to departure	Flight is 100% non-refundable. Trip portion is 100% refundable less a \$100 (plus tax) administrative fee per person
50-89 days prior to departure	Flight is 100% non-refundable. Trip is 50% refundable less a \$100 (plus tax) administrative fee per person
0-49 days prior to departure	Flight is 100% non-refundable. Trip is 100% non-refundable.

AK will not be held responsible for costs related to catch-up or delays due to force majeure. It is understood that refunds cannot be made to passengers who do not start or complete the trip for any reason whatsoever. NOTE: There may be exceptions to these cancellation terms and if so, they will be outlined on your invoice. It is highly recommended that all travellers obtain trip insurance that covers trip cancellation and interruption.

**2B) CANCELLATION BY ARCTIC KINGDOM**

**I) BEFORE THE TRIP HAS STARTED**

AK reserves the right to cancel any trip prior to the scheduled departure due to insufficient registration or logistical problems. The trip is deemed to have started at the departure time of the flight north from the gateway city. In the event of cancellation by AK before departure, participants may transfer to another trip or request a refund of all payments in full. In no event shall AK's liability exceed the obligation to refund the amount paid to AK by the trip participant. AK is not responsible for expenses incurred by trip participants in preparation for the trip (e.g. non-refundable air tickets, visa fees, equipment, etc.) It is highly recommended that all travellers obtain trip insurance that covers trip cancellation and interruption.

**II) AFTER THE TRIP HAS STARTED**

In rare cases, Arctic Kingdom may need to cancel a trip after it has been deemed to have 'started'. The trip is deemed to have started at the departure time of the flight north from the gateway city or Day 1 of the trip specific itinerary. AK reserves the right to suspend or end a trip early for whatever reason, including but not limited to medical emergencies, deteriorating ice conditions, inclement weather, logistical issues, mechanical failures or other force majeure situations or unsafe environmental conditions. In these situations, AK is seen to have delivered the agreed upon services and that cancellation is due to circumstances beyond AK's control. No refunds will be given for any reason whatsoever. AK will assist trip participants in changing their travel arrangements and provide letters for all trip participants to submit to their travel insurance providers. It is highly recommended that all travellers obtain trip insurance that covers trip cancellation and interruption. **PLEASE REMEMBER – THIS IS ADVENTURE TRAVEL AND EVEN THE BEST LAID PLANS CAN BE FLUID.**

**3) INCLUSIONS, EXCLUSIONS AND EXTRA PURCHASES**

Refer to your invoice for a list of inclusions and exclusions on each trip. AK reserves the right to make any changes in the itinerary or to substitute hotels, types of camp accommodation, and modes of transport, vessels or guides for those mentioned in our literature. Trip costs do not include additional expenses arising from the delay or extension of a trip due to weather, political disputes, trip interruption, illness, failure of transportation or other causes beyond our control. Any additional costs incurred during the trip (such as equipment rental, equipment purchase, satellite phone calls, food, lodging, etc.) must be settled in full before the trip is completed. In the event that a trip participant fails to settle their account before the completion of the trip the participant will be charged the balance owing to Arctic Kingdom to the credit card on file.

**4) REFUNDS**

Refunds will not be given for unused hotel rooms, meals, unused rental equipment, internal flights, missed days due to late arrival or any other modified trip arrangements for any reason whatsoever. Trip costs are quoted as a package and credits are not given for services not used.

**5) SCHEDULED AND CHARTER FLIGHTS**

Tours do not include international airfare or any other flights unless mentioned in the inclusions. Until the tickets are issued, AK reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations and/or government taxes or levies, or any other reasonable cause. **Full payment must be received by AK by the deadline specified in the payment schedule to guarantee the reservation.** Payment by the trip participant is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees in accordance with section 2(a) above, will apply if the participant subsequently decides to cancel after a ticket has been issued. Unless otherwise stated, airline tickets are 100% non-changeable and non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at AK's discretion and may also include additional administrative fees.



**AK strongly recommends flight times and numbers be verified or reconfirmed at least 72 hours prior to departure by checking with the applicable airline.** AK is not responsible for any change to airline schedules or flight numbers after tickets have been issued. Once issued, all airline tickets are non-transferable and are valid only for the dates and routings shown. AK will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays and AK will not reimburse for any additional expenses incurred by the trip participant as a result. AK will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control. For scheduled flights, the fare rules of the airline carrier, including payment and cancellation conditions apply. Charter flights are at an additional cost unless otherwise stated. AK reserves the right to change charter flight costs based on fuel surcharges or increased charter hire rates. We advise all passengers to have flexible travel arrangements upon trip completion if delays arise. **AK ADVISES ALL PARTICIPANTS TO BOOK CHANGEABLE AIRLINE TICKETS ALONG WITH CANCELLATION AND INTERRUPTION INSURANCE** to assist with additional airline change fees. AK will not be held responsible for any change/cancellation fees due to weather related delays or any other delays arising from force majeure.

Charter flights may require participants to wear their warm outer layers and insulated boots. It is the responsibility of trip participant to ensure that their appropriate clothing is accessible and worn prior to boarding a chartered flight. Trip participants may be denied access to the charter plane without the correct clothing or footwear.

## **6) DELAYS AND CHANGES TO TRAVEL ARRANGEMENTS AND ITINERARIES**

Arctic Kingdom has selected locations and trip itineraries designed to give you access to the best wildlife at the best time of year to give you the highest likelihood of viewing the wildlife you have come to see. However, the animals to see are not bound by fences, are wild, and free to roam the land and waters. Viewing the wildlife is not guaranteed. Our itineraries are intended as an example only. Participants should allow for flexibility due to changes in weather, natural history, cultural events or other logistical arrangements deemed necessary by AK to ensure traveler comfort, safety or attempts to locate the wildlife in the area. While every effort will be made to adhere to the planned itinerary, it must be realized that with this type of adventurous travel, remote regions are impacted by severe and unpredictable weather and ice conditions. Conditions year to year can vary wildly, and despite years of experience, unforeseen conditions may occur that will require changes to the itinerary.

Many of our camps and the animal populations we seek are far from landing strips and may in fact be equidistant to another town. Should AK staff decide that wildlife is better accessed from a different point or region, changes of itinerary may include a change of destination. Such changes may incur additional costs, which may require the program fee to change with little or no notice. It is very important that travelers have realistic expectations for their wildlife encounters on our trips. Our marketing material attempts to portray accurate accounts of the wildlife viewing and other activities in our itineraries. However, weather conditions or other environmental conditions such as extensive ice conditions (or no ice conditions), may preclude us from participating in any or all activities as listed. The images shown in our printed material and website represent what our guests have seen on previous trips or, in the case of a 'new' or 'exploratory' trip, what AK Staff and researchers have seen. Due to weather, ice conditions (or no ice conditions), and/or wildlife conditions, some trips naturally will have



fewer close encounters with wildlife than we normally anticipate, and we ask our guests to sign onto our adventures knowing this.

Included activities or excursions within a trip itinerary may be cancelled, delayed, or rearranged with little or no notice as a result of factors out of our control. The cost of delays or changes to the itinerary, including any additional costs for food or lodging is not included and not the responsibility of AK. If any trip or flight is delayed due to bad weather, transportation delays, government intervention, sickness or other contingency for which it is not reasonable for AK to make provision, the trip start, and end dates will not be extended. Trip Participants are not entitled to a credit or refund should the trip be shorter than planned, as a result of late arrival or delayed flights, regardless of whether late arrival is caused by aircraft mechanical problems, weather, acts of God or any other reason that prevents trip participants from arriving on the trip's scheduled start date. All travel to and from the trip starting point is the sole responsibility of the participant. AK is not responsible any costs associated with missed flights due to flight delays, missed connections or any other reasons.

**AK WILL NOT OFFER GUESTS A REFUND IN THE EVENT OF TRIP CANCELLATION OR INTERRUPTION. AK WILL NOT OFFER GUESTS COMPENSATION IN THE EVENT OF A DELAY OR CHANGE TO A TRAVEL ITINERARY OR ARRANGEMENT. IT IS HIGHLY RECOMMENDED THAT ALL TRAVELLERS OBTAIN TRIP INSURANCE THAT COVERS TRIP CANCELLATION AND INTERRUPTION.**

**7) TRIP SPECIFIC DELAYS AND/OR CANCELLATION TERMS:**

**7A) POLAR BEAR MIGRATION FLY IN SAFARI – CONTINGENCY PLAN**

There is a chance of delays when flying to or from Arctic Kingdom's Polar Bear Cabins due to weather or other conditions. When you arrive on Day 2 and our plane is not able to bring you to the bear cabins, Arctic Kingdom will arrange for accommodations in Churchill on your behalf. The cost of the accommodations, meals and beverages are the responsibility of the trip participant. In the unlikely event that the charter flight is unable to fly on day 3 due to weather delays, AK will officially cancel the tour and provide trip cancellation letters for all participants to submit to their travel insurance providers. Please understand that Churchill has limited accommodation space during the peak polar bear season, which range from bed and breakfasts to 3-star hotels. There are no 4 or 5-star hotels in Churchill. It may be required to book the group in different hotels where space can be found, and each night may have to be at a different hotel. Having a spirit of flexibility and understanding of northern conditions is paramount to making the best of a situation that although not frequent, may happen.

AK will make every effort to assist trip participants with rebooking hotels or flights, but this will be at the cost of the trip participants, and AK strongly recommends that all participants contact their insurance provider prior to changing any reservations. Any guests at the polar bear cabins unable to leave due to weather delays, will remain at the cabins at no additional cost until the charter flight is able to arrange transport back to Churchill.

**7B) POLAR BEAR MOTHER AND NEWBORN CUB PHOTO SAFARI – CONTINGENCY PLAN**



There is a chance of weather or other delays when flying to or taking the train/tracked vans from Churchill to the Lodge. If you arrive on Day 2 and the train/ tracked vans are not able to bring you to the lodge, Arctic Kingdom will arrange for accommodations in Churchill on your behalf. The cost of the accommodations, meals and beverages are the responsibility of the trip participant. In the unlikely event that the train/ tracked vans are unable to leave Churchill on day 3 due to weather delays or otherwise, AK will arrange for an additional night accommodation. The cost of the 2nd night hotel, meals and beverages are the responsibility of the trip participant. If on the morning of Day 4 by 10 am, we are still unable to travel, AK will officially cancel the tour and provide trip cancellation letters for all participants to submit to their travel insurance providers. Please understand that Churchill has limited accommodations, which range from bed and breakfasts to 3-star hotels. There are no 4 or 5-star hotels in Churchill. It may be required to book the group in different hotels where space can be found, and each night may have to be at a different hotel. Having a spirit of flexibility and understanding of northern conditions is paramount to making the best of a situation that although not frequent, may happen.

AK will make every effort to assist trip participants with rebooking hotels or flights, but these changes to existing reservations or new reservations will be at the cost of the trip participants, and AK strongly recommends that all participants contact their insurance provider prior to changing any reservations. Any guests at the Lodge unable to leave due to weather delays, will remain at the Lodge at no additional cost until the train or other transportation is arranged back to Churchill. Alternate logistics deviating from the written itinerary for inbound or outbound travel to/from the lodge are not covered by AK and are at the discretion of the trip participant.

## **8) TRAVEL AND MEDICAL INSURANCE**

### SCHEDULED EXPEDITIONS

AK does not carry health, life, property or injury insurance for our participants. It is your responsibility to ensure your medical insurance covers you for life and health care risks while on or after our trips. In addition, insurance should provide for transport to your home country or province from the location to which you are travelling. All participants will be required to provide proof of travel medical insurance that includes sufficient emergency evacuation coverage if requested.

**IN LIGHT OF OUR CANCELLATION POLICY AND THE EXTREME ENVIRONMENT IN WHICH WE TRAVEL**, it is mandatory that all trip participants obtain travel and medical insurance with a minimum medical and evacuation coverage sufficient for the location to which they are travelling, covering all applicable dates of any travel with AK. This insurance should cover personal injury, emergency medical expenses and post-trip healthcare. It is strongly recommended and encouraged that trip participants also extend their coverage to include cancellation, curtailment and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the trip participant, including post-trip medical costs. When obtaining travel insurance, the trip participant must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable trip.



AK will not pay for any expenses incurred for medical reasons. You must be in general good health to participate on our trips. Any participant with known medical problems or restrictions must make them known to us well in advance of the trip. **A MEDICAL RELEASE IS REQUIRED FROM ALL PARTICIPANTS AND A MEDICAL CERTIFICATION MAY BE REQUIRED FOR PRE-EXISTING MEDICAL ISSUES.** The trip leader has the right to remove any trip participant from the group at any time if considered medically necessary; no refunds will be made under such circumstances. AK and its affiliates take no responsibility for special arrangements required by passengers physically unable to complete a trip and assume no liability regarding provision of medical care.

### GETAWAYS

Travel medical insurance is not a mandatory requirement for our getaways, but it is recommended. AK will not pay for any expenses incurred for medical reasons. You must be in general good health to participate in our trips. Any participant with known medical problems or restrictions must make them known to us well in advance of the trip. If the trip leader deems you medically unfit for an activity that is included in your trip, they have the right to remove any participant at any time if considered medically necessary; no refunds will be made under such circumstances. AK and its affiliates take no responsibility for special arrangements required by passengers physically unable to complete a trip and assume no liability regarding provision of medical care.

### **9) TRAVEL DOCUMENTS**

Participants must have a valid passport for international travel. Participants are responsible for arranging visas or travel permits, if applicable.

### **10) PARTICIPANT INFORMATION**

Trip participants are responsible for providing correct information regarding personal details. AK will not be responsible for costs incurred due to incorrect, incomplete or inaccurate information.

**Age Requirements:** On all AK trips, an adult who is at least 19 years of age on the date of first travel (“Adult”) must accompany any trip participants under the age of 19 (“Minors”). Unless otherwise indicated in the trip description, or otherwise by AK, the minimum age for trip participants is 12 years. All bookings for trip participants under the age of 19 are subject to review and approval by AK. If the consent of a parent or any other person is required by applicable law for any Minor to travel, the accompanying adult is responsible for securing all such proper consent and ensuring that s/he and the Minor meet all legal requirements to travel on the applicable trip. AK may also charge a chaperon fee to ensure that the Minor is accompanied by an AK staff member. This may include, but not necessarily limited to, a single supplement charge for private accommodations. AK will not be responsible for any fees, damages, or losses incurred as a result of any failure on the part of an adult trip participant to secure such necessary consents, permits, and approvals. Each Adult on a trip with any Minor is jointly and severally responsible for the behaviour and well-being of all Minors, and expressly accepts these terms and conditions on their behalf, including all assumptions of risk and limitations of liability contained herein. Each Adult on a booking with any Minor Client assumes all responsibility for supervising and monitoring such Minors. AK and its representatives expressly disclaim any responsibility for chaperoning or controlling any Minors.

**11) DECLINED RESERVATION**

Should a participant be declined prior to the scheduled date of departure, AK will refund all payments received from the applicant less a CAD \$1,000 (plus tax) administration fee and this will be the limit of AK's liability and AK shall not be liable for any special or consequential damages, whether known or unknown, under any circumstances whatsoever. AK's decision to decline participation in any trip shall be in its sole and absolute discretion. AK is not responsible for any expenses incurred by the applicant or the applicant's booking agents in preparing for the trip, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees or other trip-related expenses.

**12) BAGGAGE**

As flights to the Arctic can be infrequent and our accommodations may be hours or days away from the airport, delayed baggage can be a major inconvenience. If a participant's warm clothing, camera, scientific or sport equipment doesn't arrive, it may make it impossible to pursue the intended activities on the trip. In the event of delayed baggage, there shall be no refund for any days spent waiting for it to arrive. Additional lodging, meal, airport taxi and private guiding charges for reunification with the group would be the responsibility of the trip participant if he/she elects to stay in town to wait for the baggage. Additional charges to collect the baggage and bring it to our accommodations are the trip participant's responsibility.

Charter flights have strict baggage weight restrictions due to Transport Canada regulations. Trip participants are responsible for ensuring that their baggage weights are compliant with the restrictions specific to their trip. Trip participants understand and agree that baggage in excess of the trip's weight restrictions may not be able to travel with the participant and alternate arrangements may not be possible to transport that excess baggage to them within the scheduled trip dates.

**13) SINGLE PARTICIPANTS**

Arctic Kingdom welcomes single travelers. If you are a single traveler who requests at time of booking to share accommodations with a fellow traveler of the same gender, we will try to match you. **IF NO MATCH BECOMES AVAILABLE, A SINGLE SUPPLEMENT WILL NOT BE CHARGED.** If you would prefer a single room/accommodation, you will be charged the single supplement. Single accommodation may not always be available on all trips. We cannot guarantee single accommodations even after reservations and confirmations of trip bookings have been made.

**14) RIGHT OF ENTRY ON SCHEDULED EXPEDITIONS**

Any trip staff member or other person authorized by AK staff shall be entitled to enter a participant's room or tent to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

**15) WITHDRAWAL**

AK reserves the right to require any participant to withdraw from a trip at any time if the trip leader deems his or her acts or conduct to be detrimental to or incompatible with the interest, harmony, comfort or welfare of the trip; the person's health is at risk; if an illegal act is committed; or his or her



behaviour becomes detrimental to the safety, enjoyment or well-being of the group. Any expenses incurred by a trip participant as a result of removal from a tour will be the responsibility of the trip participant. In such cases, no refund or credit will be payable or due to the trip participant. In the event a trip participant decides that he/she would like to leave the trip early, a fee will be assessed for the staff and transportation costs required for a premature private return. The trip participant would also be responsible for additional lodging, meals, airport transfers and air ticket change fees. Such costs must be paid prior to a departure home.

**16) SAFARI CAMPS ON ICE**

Arctic Kingdom has pioneered the safari camp on sea ice. It is a remarkable place to be with stunning vistas, mountains and wildlife. Each new season, the safari camps on ice are set back a safe distance from the edge of the ice and day trips are conducted to view wildlife, icebergs and vistas. When selecting a location for the safari camps on ice, AK takes many factors into account with the underlying goal of ensuring the safety of guests and staff. Each year sea ice conditions can vary. Ice conditions can change rapidly during the various seasons, and despite such initial conditions, wind, weather and currents can suddenly make travel inaccessible. Such an event is beyond the control of Arctic Kingdom, and if it were to occur, the trip itinerary and activities would be modified to reflect the new opportunities that exist. In other cases, if ice conditions change over the course of a trip that puts guests, staff and the safari camp in jeopardy, AK reserves the right to either relocate the camp and if necessary, end the trip and terminate the safari camp.

**17) GROUP CAPACITY**

The maximum number of participants per group does not include the trip leaders, guides or other staff. Should only one space remain on a trip, it is our policy to accept two persons travelling together, even if it exceeds the stated trip maximum.

**18) SPECIAL GUESTS**

Arctic Kingdom may indicate that special guests may be on a trip departure. Arctic Kingdom reserves the right to remove or exchange the special guest for any reason with little or no notice.

**19) ACTS OF GOD AND FORCE MAJEURE**

**19A)** "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes Arctic Kingdom from performing one or more of its contractual obligations under these contractual terms and conditions, if and to the extent that Arctic Kingdom proves: a) that such impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by Arctic Kingdom.

**19B)** In the absence of proof to the contrary, the following events affecting Arctic Kingdom shall be presumed to fulfill conditions (a) and (b) under paragraph 19A) above: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority



whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

**19C).** If Arctic Kingdom invokes this clause it will be relieved from its duty to perform its obligations under these terms and conditions and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes the inability to perform, provided that notice of such inability is given without delay. If such notice is not given without delay, the relief is effective from the time at which notice reaches you. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by Arctic Kingdom.

## **20) WILDLIFE ENCOUNTERS**

While we do our best, we cannot guarantee that we will see all the wildlife referenced in our marketing material. Participants must always follow the instructions of our guides and staff. If an individual is overly confident, eager or reckless in approaching any wildlife, the trip participant may be withdrawn from the trip at the sole discretion of the AK trip leader. If an animal is killed as a result of a trip participant not following instructions by AK staff, a fine of as much as CAD \$30,000 or more per animal may be charged by a wildlife officer. AK will not be held responsible for payment and any fines or penalties will be the responsibility of the participant.

## **21) INUIT ANIMAL HARVESTING**

We position our trips in areas with large concentrations of wildlife. We are not in a preserve, park, and sanctuary or otherwise protected area. We are in fact in the real Arctic where Inuit have lived for centuries off the land and sea. We use the most experienced local hunters as guides and occasionally find ourselves in the same areas as local Inuit hunting parties. We support the aboriginal right to hunt as part of a lifestyle that has supported Inuit over thousands of years in one of the harshest climates on earth. We enjoy the hospitality of the people of the North and have established valuable relationships of trust and mutual respect. Occasionally, on our trips, there may be hunting activity relatively near to our camps. It is forbidden to take photographs unless there has been previously arranged local consent. These images, if improperly used, could cause substantial harm to Inuit and their traditional way of life. Participants should expect to see evidence of hunting within the local towns and surrounding areas.

## **22) IMAGES AND WILDLIFE**

Marketing materials contain photographs that depict typical locations, scenes and wildlife that may be viewed on an AK trip. Imagery may not be a specific representation of the equipment we may use, wildlife we may see or weather conditions we may experience. The sightings of wildlife on the trip can vary and are not guaranteed.

## **23) PHOTOGRAPHY AND MEDIA**



AK reserves the right to take photographs and video footage on trips for internal and promotional purposes, which may include photographs and/or video footage of Trip Participants. Trip participants grant AK a non-exclusive license and right to use, reproduce, publish, sell, distribute, display, or create derivative works, of such photos and videos in any media now known or later developed, at its sole discretion in any publication, broadcast, multimedia production, DVD/CD, display, advertisement or internet publication, worldwide in connection with activities relating to the advertising, marketing, educational, commercial, or business purposes of Arctic Kingdom. To refuse permission to use your image for promotional purposes, you must inform AK in writing prior to departure.

**24) CLAIMS AND COMPLAINTS**

If a participant has a complaint against AK, the participant must first inform the trip leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the AK office at +1-867-979-1900 and allow us the opportunity to rectify the matter. If satisfaction is still not reached through these means, then any further complaint must be put in writing and sent to P.O. Box #6117, Iqaluit, NU X0A 0H0 or to [info@arctickingdom.com](mailto:info@arctickingdom.com) to AK with receipt confirmed within 30 days of the end of the tour. AK will not accept any liability for claims received after this time period.

**25) GOVERNING LAW AND JURISDICTION**

This agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the Territory of Nunavut and the laws of Canada applicable therein. In the event a lawsuit is filed, the trip participant(s) agree(s) to do so solely in the city of Iqaluit in the Territory of Nunavut in Canada. Upon making an advance payment, or any part of full payment for a reservation for an AK trip, the undersigned acknowledges and confirms that he or she, having read and understood these Terms and Conditions in their entirety, agrees (i) to be bound by all of the terms hereof, (ii) confirms that these Terms and Conditions will be binding on his or her heirs, next of kin, executors, administrators and successors, and (iii) that this is the entire understanding between the participant and AK and cannot be modified or changed in any way by any statements or representations by the participant or by AK.

**26) VOLUNTARY PARTICIPATION**

You acknowledge that you have voluntarily applied to participate on this trip and that you have read the description of the trip as it appears on the website together with all information contained in this application and the Reservation Form. You are voluntarily participating in this trip with the knowledge of the hazards involved.

**27) ASSUMPTION OF RISK**

You are aware that adventure travel such as that which you are undertaking involves hazardous activities in remote areas of the world with a risk of illness, injury, permanent disability, and death. You are also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which you are participating on the trip. In order to partake in the enjoyment and excitement of this adventure travel trip, you are willing to accept the risks and uncertainty involved as being an integral part of the adventure. You hereby accept and assume full responsibility for any and all risks, known or unknown, including but not limited to illness, injury, permanent disability, death, including risks caused by the negligence of AK, its affiliates, owners, directors, agents, officers, employees, contractors, subcontractors, or any associate organization and the actions of other trip participants. You certify that you do not have any mental, physical or other condition or disability that would create a hazard for yourself or other travelers and you confirm that you are physically and mentally capable of participating in the activity and willingly and knowingly elect to participate in your travel package in spite of the potential risk of danger. Participants may book far in advance of a trip and Arctic Kingdom's terms and conditions may be updated between the time of booking and the time of departure. The terms and conditions in effect upon commencement of the trip will be considered in effect for all those participating in the trip. The most up to date Terms & Conditions are available for download from Arctic Kingdom's website: <http://arctickingdom.com/legal-information/>

**28) LIMITATION OF LIABILITY**

AK purchases transportation (such as airline tickets, taxi and boat charters), hotel accommodations and other services from various independent suppliers that are not subject to its control. Neither AK, its affiliates, owners, directors, agents, officers, employees, contractors or subcontractors nor any associate organization shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property,



even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of AK, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, AK is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. You further understand that AK neither owns nor operates such third-party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold AK responsible for their acts or omissions. In no event will AK be responsible for incidental, consequential or special damage or loss suffered by any person. AK's maximum liability, for any reason whatsoever, will be limited to the amount paid to AK for its services.

**29) RELEASE OF LIABILITY**

As consideration for being permitted by AK to participate in its adventure travel activities, you hereby release, hold harmless and agree to indemnify AK and its affiliates, owners, directors, agents, officers, employees, contractors, subcontractors, and associate organizations from any and all claims of loss or damage to person or property by reason of injury, disability, death or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. You agree that neither you, nor any of your heirs, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death resulting from the negligence of AK, its affiliates, owners, directors, agents, officers, employees, contractors, subcontractors, and associate organizations (or the supplier of any of the facilities or equipment you will use in these activities) as a result of your participation in this trip.

**Registration on an Arctic Kingdom experience confirms you agree to be bound by these Terms and Conditions.**