

TERMS AND CONDITIONS OF PARTICIPATION

Our sailing expeditions are organised and operated by the following companies:

- **Turismo SIM Ltda** - Dirección Casilla 6, Puerto Williams - Región de Magallanes, CHILE - **S/Y Santa Maria Australis – S/Y Santa María**
- **Nautilus Ltda** - Dirección Boliviana 803 - Punta Arenas - Patagonia - CHILE **M/Y Chonos**
- **Puerto Beagle** - Dirección Isla Redonda 341, 9410 Ushuaia, Fireland - Argentina - **S/Y Tari II**

Segelreisen Polarwind acts as the agent for the above companies:

Segelreisen POLARWIND - Proprietor: Osvaldo Escobar Torres - Zumsandstr. 37, 48145 Münster – Germany - Tel-Fax: + 49 (0)251 7602128

1.- Participation in a sailing trip is conditional on prior payment of the full travel price. A deposit of 20% of the total price is due with the booking, subject to a minimum of 500 euros for Antarctic trips and 300 euros for trips to Cape Horn and other destinations. The full amount is due not later than six weeks before the start of the trip.

2.- Unless the declaration of participation is rejected within eight days of receipt from the operator, the contract will come into force as described.

3.- If a participant should withdraw from the contract, the operator or agent must be notified immediately. If the participant presents a substitute or the operator is able to find a substitute participant, all payments furnished up until that point will be reimbursed, subject to the deduction of a fixed administration charge of 30 euros and any other costs incurred over and above this amount, as soon as the substitute participant has paid the full cost of the trip. The operator is authorised to reject the participation of the substitute person should he consider the substitute as not having the necessary qualifications to take part in such a sailing trip.

If no substitute is found, cancellation fees will be charged, as follows:

Cancellation up to 90 days before the start of a trip: a fixed sum of 300 euros (Cape Horn trips) or 500 euros (Antarctic trips)

Cancellation up to 60 days before the start of a trip: 50% of the total cost of the trip

Cancellation up to 30 days before the start of a trip: 80% of the total cost of the trip

Cancellation after 30 days before the start of a trip: 100% of the total cost of the trip

In the event of a cancellation, the operator grants all participants the right to present proof of the actual damages arising from the cancellation.

4.- The printed travel routes will be adhered to, to the extent permitted by the weather and the resilience of the crew. Deviations from the intended travel route as a result of calm,

storm, or insufficient resilience of the crew do not constitute grounds for compensation, since effects such as these are unavoidable on sailing trips. If the planned travel route can not be adhered to for the reasons outlined above, the operator or his ship's master will lay down the new or the remaining travel route. The operator will do his utmost to ensure that the final destination of the travel route is reached, subject to the prevailing possibilities.

The participant is aware that he is not simply a travel guest but a member of crew on board a yacht, consequently that his active participation within his abilities and possibilities is required in order that the trip can be conducted, and that he will be expected and must be prepared to operate the yacht as and when necessary.

5.- In sailing trips, the departure and arrival times are subject to variation if the previous trip has experienced adverse weather conditions or any other unforeseen circumstances have resulted in a delay. The trip itself can also become lengthened as a result of such events, resulting in the postponement of the arrival day. Such delays that result from weather conditions or other unforeseen circumstances are sometimes unavoidable on sailing trips and do not constitute grounds for compensation of the participant, unless due to demonstrable culpability of the operator.

Upon his booking, the participant acknowledges his awareness that despite all the safety measures undertaken by the operator, a sailing trip is a sports activity and as such harbours a residual risk. In particular, the journey around Cape Horn the trips to the Antarctic harbour an increased risk to life and limb.

6.- Liability of the operator or agent for the performance of the participant's outward and return journeys to the place of departure and from the place of arrival of the sailing trip is excluded. The outward and return journeys of the participant are not covered by this contract.

7.- The following costs are included in the travel price: the cost of the sailing trip, food and non-alcoholic drinks, 20 bottles of wine, a crate of beer, port charges during the trip, fuel costs and cleaning charges. The participants undertake to keep the yacht clean during the course of the trip and to leave it in a clean and tidy state.

8.- The yacht is covered by hull and liability insurance. Any damage resulting from gross negligence or wilful intent is to be compensated for by the person causing the damage.

9.- Neither the operator nor the agent shall be liable for objects or valuables lost or damaged on board the boat. It is recommended that participants obtain appropriate insurance cover.

10.- The operator's liability is restricted to damage, excluding bodily damage, amounting to a maximum of three times the cost of the trip, unless the damage is a result of gross negligence or intent on the part of the operator. It is restricted to the same maximum amount if the operator is held responsible solely for default on the part of a service provider.

11.- The operator is not liable for termination of the trip or impairment to the trip resulting from poor weather conditions, acts of God, revolution, strike, political upheaval or intervention by a high political authority, such as impoundment, etc.

12.- If the yacht cannot be supplied in time for the planned start of the trip, the participant has the right to terminate the contract after 36 hours (for one-week or ten-day trips) or 48 hours (for two-week or longer trips) and to demand repayment of the travel price paid. This 36/48 hours period begins as of 6.00 pm on the first day of the trip, which is also the arrival day. In the case of demurrage of up to 36 hours in the case of one-week trips or 48 hours for two-week or longer trips, resulting from accident, outage of or damage to an essential on-board facility, participants have no claim for compensation. Further demurrage gives the participant the right to proportional reimbursement of the paid travel price. If more than 48 hours in the case of a one-week trip or 72 hours in the case of a two-week or longer trip are lost as a result of damage etc., a claim exists for proportional reimbursement. The operator may also provide a substitute yacht.

13.- The operator reserves the right to cancel or sailing trip for safety reasons, with full reimbursement of the travel price paid, should the minimum number of three participants not be reached or comes to pass as a result of a participant cancellation. Years of experience on the part of the operator have shown that the probability of a trip being cancelled is less than 2%.

14.- Any complaints must be directed in writing to the operator by one month after the planned end of the trip at the latest.