

OPERATOR/PARTICIPANT AGREEMENT

By signing our reservation form or clicking "I Agree" on our website, you agree to the following terms and conditions, which form an Agreement between you and Go Next, Inc. ("GN", "we", or "us"), 8000 West 78th Street, Suite 345, Minneapolis, Minnesota 55439-2538.

1. **RESPONSIBILITY:** GN acts as a sales agent for any airline, hotel, tour operator, cruise line, or other service provider named in your itinerary or confirmation ("Suppliers"). We are not responsible for the acts or omissions of the Suppliers or their subcontractors, their failure to adhere to their own schedules, provide services, refunds or future travel credits in lieu of refunds, or financial default. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a Supplier trip credit in lieu of a Supplier refund. Neither GN nor the "Sponsors" including but not limited to associations, affiliations, groups, or companies are responsible for any penalty, loss, or inconvenience resulting from air or land arrangements made independently by travelers, including nonrefundable conditions, restricted travel, or frequent-flyer tickets.

We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country. Neither GN nor the Sponsor are liable for incidental, special, or consequential damages. If, notwithstanding the above, either or both GN and/or the Sponsor is held liable, the amount of such liability shall not exceed the amount of payments made to GN by you. GN and Suppliers reserves the right to change the itinerary or trip features at any time and for any reason, with or without cause, and GN shall not be liable for any loss of any kind as a result of such changes. Ship schedules, ports of call, hours of arrival and departure, and sightseeing events are subject to change or cancellation without prior notice.

2. **COVID-19:** You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. GN and Suppliers may require you to execute other documents. We have no responsibility for COVID-19 related requirements that any Suppliers and governments may impose from time to time such as, vaccine requirement, health affidavit forms, waivers and/or assumption of risk conditions, health screening prior to departure including possible COVID-19 testing and related costs, upon arrival or during the trip, face covering, social distancing, quarantines, etc. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, check the supplier's home page.

3. **PAYMENT:** A receipt of deposit as indicated by GN is required to secure reservations. By providing a deposit payment, you are agreeing to the terms and conditions as stated in this Agreement. If space is fully booked, your payment will be returned or, with your authorization, your name will be placed on a waiting list.

4. **PRICES:** GN and Suppliers reserves the right to increase prices in the event of any increased security or fuel-related surcharges, fare increases imposed by the airline or cruise line, or local tour operator that may be in place at the time of ticketing or travel, foreign or domestic tax increase, or adverse currency exchange fluctuations. GN reserves the right, if necessary or advisable, to substitute vessels or hotels but is not obliged to do so.

5. **BAGGAGE:** GN cannot be held responsible for lost or damaged luggage. You should give immediate notice of any lost or damaged luggage to the involved air carrier, hotel, or cruise line, and to your own insurance company. Airline baggage fees will be additional. All flights have luggage restrictions.

6. **AIRCRAFT AND CRUISE LINE BOARDING:** The air carrier and cruise line reserve the right to substitute equipment but are not obliged to do so. GN reserves the right to substitute air carriers and cruise lines but is not obliged to do so. GN cannot be held responsible for airline or cruise line delays. Aircraft and cruise line boarding privileges are limited to persons whose full payment and signed agreement have been received by GN and whose names are on the manifest given to the carrier before departure. The air carrier and cruise line reserve the right to decline, accept, or retain any

person on the flight or cruise at any time within their sole discretion. If you are denied boarding privileges, you forfeit all monies paid and will be assessed any non-recoverable costs.

7. AIR TRANSPORTATION (IF APPLICABLE): Airfares are capacity controlled and may have restrictive terms and conditions. After tickets are issued, penalties up to 100% of the ticket cost may be assessed by the airlines if reservations are changed or canceled. Travel participants who choose to make their own airline reservations independent of GN will be wholly responsible for any airline fees or penalties incurred as a result of program cancellation and/or change in travel dates or airline schedule(s). Some airline-imposed fees may be additional, including but not limited to baggage, priority boarding, and special seating.

8. INTERNATIONAL TRAVEL (IF APPLICABLE): All persons must present a passport with at least six months validity beyond their return date when boarding. Improper documentation, inadequate proof of identity, inadequate proof of age for children under 2, or any other reason may result in denial of boarding privileges. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. If you are traveling outside of the U.S., please be aware that significantly different health, safety, and legal standards may prevail. You should plan and act accordingly and exercise good personal judgment for your own health and safety at all times when abroad. If you have special medical or physical requirements, you should investigate your destination(s) beforehand and ensure the care and conditions you need will be available.

9. INSURANCE: Travel insurance is not included in the price of the program. Travel insurance provides coverage for unforeseen circumstances that could disrupt your trip. No sophisticated medical facilities are available in Antarctica. Travel insurance which includes emergency medical evacuation and repatriation is mandatory for this program. If interested in purchasing travel insurance from Go Next, please visit <https://www.gonext.com/insurance> for details. Your association may also offer their own insurance, but it is your responsibility to ensure it meets the requirements for travel to Antarctica. You will be required to show proof of purchased coverage. Insurance which covers emergency evacuation and repatriation will cover the costs associated up to policy limits and does not guarantee the timing, method, mode or availability, all which are subject to weather, location and other variables outside of Go Next's control.

10. HOSTS AND LECTURERS (IF APPLICABLE): Advertised hosts and lecturers are subject to availability and may be contingent on a minimum number of travelers; therefore, they cannot be guaranteed.

11. NOTICES: Any complaints or claims against GN must be made in writing and received by GN within 90 days of scheduled termination of the trip. Any action or suit against GN must be commenced within 1 (one) year of scheduled termination of the trip or be forever barred. GN offers any refunds under this agreement with the express understanding that the receipt of that refund by you waives all other remedies. While GN makes every effort to adhere to the specifics shown in the marketing materials, all information herein, including, but not limited to, products and/or pricing, is subject to change at any time without notice. GN is not responsible or liable for typographical errors, omissions, or misprints.

12. GOVERNING LAW, VENUE, AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. You agree to the exclusive jurisdiction of the federal or state courts in Minnesota, and you hereby submit to the personal jurisdiction of said courts in all matters arising out of or related to this Agreement.

13. CANCELLATION BY YOU: If you choose to cancel your reservation, we must receive written notice of your cancellation either via certified mail, overnight courier, or e-mail sent to cancel@gonext.com (with a confirmation of receipt from us). Note: any reservations made using a Future Cruise Credit (FCC), will be refunded in the form of an FCC. The following cancellation fees apply to cancellations received by us on the days below before the date of departure:

SCENIC CRUISES: Antarctica 2028

Deposit: \$2000.00

Progressive Payment 70% of Cabin Rate

- 121 days or more prior to departure = Loss of Deposit (\$2000.00 per person).
- 120-91 days prior to departure = 50% penalty of total fare
- 90-0 days prior to departure = 100% penalty of total fare

If a flight or other delay for any reason prevents you from joining the trip on the date of departure, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future trip.

14. POSTPONEMENT OR TRIP INTERRUPTION BY GN OR SUPPLIERS: GN and Suppliers reserve the right to postpone the trip to a later date for inadequate participation or for reasons beyond our control including any act, omission, or event named in Sections 1 and 2 above. In the event your departure is postponed or your trip is interrupted, GN and/or Suppliers will determine whether to operate at a later date or provide a cash refund or future travel credit, or combination thereof. We are not required to postpone or interrupt your trip if there are travel warnings or advisories issued by the U.S. Dept. of State, Centers for Disease Control, World Health Organization, or other organization.

15. HEALTH: Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to GN at the time the participant makes a reservation. GN may reject the reservation of any person who, in the opinion of GN, is unfit for travel or might be a danger to themselves or incompatible with others on the trip. Participants requiring special assistance, including without limitation those who permanently or periodically use a wheelchair, must be accompanied by someone who agrees to provide the required assistance. GN reserves the right to terminate the participation of any participant whose conduct or condition materially inconveniences other participants.

16. PHYSICAL DISABILITY/WHEELCHAIRS: Mandated safety requirements in the construction and operation of the vessel inherently restrict maneuverability in many areas. Consequently, the vessel is not suitable for persons with disabilities that require use of a wheelchair or motorized scooter. In that respect, the anticipated natural movement of a vessel at sea should be considered. If any doubt exists about the ability of a passenger to accept such conditions, they are advised not to travel on the vessel. Scenic reserves the right to refuse or revoke passage to anyone who, in its sole judgement, is unfit to travel on the vessel or who may require attention beyond that which the vessel can provide. Passengers may also be required to sign a statement releasing Scenic from all responsibility relative to the use of shipboard facilities in the event of an emergency.

17. GENERAL MOBILITY: Travel in the polar region requires the ability to climb stairways and embark and disembark from a zodiac under both wet and dry conditions. Transportation via a zodiac can result in ocean water coming in contact with clothing and other objects held by the passenger.

18. MISCELLANEOUS: There are no exceptions of any kind (including medical exceptions) to these policies. No refunds will be made for any portion of the arrangements we have made for you that are not actually utilized by you. There is no variance from these policies for the services we arrange as described in this brochure.

California Seller of Travel Registration No. 2077280-40, Washington Seller of Travel Registration No. 602-900-725, Iowa Seller of Travel Registration No. 477

19. Credit Card Merchant: GN or Suppliers are the merchant on your credit card transaction. Please bear in mind that our services consist of facilitating the sale and paying the Suppliers. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, not us. You agree not to initiate a chargeback against us or a refund request that is not authorized by this agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund.

20. IN ADDITION TO THE PRECEDING GENERAL TERMS AND CONDITIONS, THE FOLLOWING SUPPLIER-SPECIFIC TERMS AND CONDITIONS ALSO APPLY:

Scenic

SCENIC CRUISES TERMS AND CONDITIONS: Tours are operated in the various ports of call by local tourist service companies contracted by the cruise line. They are not under the control of GN. Cancellation penalties may differ from the cruise-program related penalties. Scenic Cruises may modify the cruise itinerary up to and during the voyage.

SCENIC CRUISES IS A BRAND OWNED AND OPERATED BY SCENIC TOURS(USA), INC.

For a complete listing of Scenic Cruises Terms and Conditions and Guest Ticket Contract please visit:

<https://www.Sceniccruises.com/terms-and-conditions>.

SCENIC CRUISES EXCURSIONS: Land excursions and zodiac cruises are operated by Scenic Cruises. They are not under the control of GN. Weather conditions may result in cancellation or rescheduling of planned landings or zodiac cruises. There is no compensation for cancelled or rescheduled landings or zodiac cruises.