

## BOOKING TERMS & CONDITIONS

By booking or participating in a tour and any related products or services (a "Tour") with African Safari Kingdom Inc. an Alberta company (the "Travel Advisor"), you ("you") agree to these Terms & Conditions (the "Terms").

**By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.**

### 1. THE BOOKING CONTRACT

- a. Your booking is confirmed and a contract exists when the Travel Advisor or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Travel Advisor or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.
- b. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Travel Advisor.

### 2. BOOKING ON BEHALF OF OTHERS

- a. By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Travel Advisor or your travel agent if any changes or cancellations are required and keeping your party informed.
- b. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Travel Advisor will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### 3. REQUIRED MEDICAL INFORMATION

- a. **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. The Travel Advisor 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.**

**The Travel Advisor shall not be responsible for any loss, damage or injury resulting from any medical conditions you may have or experience during any Tour.**

- b. Travel with the Travel Advisor 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 the Travel Advisor makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.**

#### 4. SPECIAL REQUIREMENTS

- a. Any special requirements must be disclosed to the Travel Advisor at the time of booking. The Travel Advisor will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Travel Advisor at the time of booking but the Travel Advisor cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Travel Advisor and the Travel Advisor is not liable for any failure to accommodate or fulfill such requests.

#### 5. AGE REQUIREMENTS

- a. Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Travel Advisor, the minimum age for minors travelling on any Tour is 12 years old.
- b. All bookings with a minor are subject to review and approval by the Travel Advisor. 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. The Travel Advisor will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.
- c. Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Travel Advisor does not

provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

#### 6. MANDATORY INSURANCE REQUIREMENTS

- a. YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US\$200,000.00 covering all applicable dates of travel with the Travel Advisor. This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of the Travel Advisor 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 the Travel Advisor 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.

#### 7. PRICES, SURCHARGES AND TAXES

- a. The Travel Advisor will not increase the price of your Tour after you have paid in full. Tours are priced and advertised inclusive of applicable taxes.
- b. From time-to-time the Travel Advisor may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by the Travel Advisor are not entitled to reduced pricing.

#### 8. VALIDITY

- a. All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.
- b. You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the with the Travel Advisor at least 72 hours prior to departure as minor changes may have been made after the time of booking.

## 9. DEPOSITS

- a. At the time of booking, a non-refundable deposit in the amount specified by the Travel Advisor on a per person per Tour basis is due to the Travel Advisor. If the booking is made 60 days or less prior to departure, full payment is due at the time of booking. The non-refundable deposit should be sent to the Travel Advisor or authorized agent, as applicable.
- b. Certain products or services offered by the Travel Advisor may require you to make full payment at the time of booking. The Travel Advisor will advise you of any such requirements prior to confirmation of the applicable booking.

## 10. DETAILS REQUIRED FOR BOOKING

- a. As a condition of booking, you must provide the information requested by the Travel Advisor along with final payment. If you fail to supply information required by the Travel Advisor for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by the Travel Advisor, the Travel Advisor also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by the Travel Advisor, in its sole discretion. The information required by the Travel Advisor will vary by Tour and will be communicated to you or to the Travel Advisor's authorized agent during the booking process. The Travel Advisor will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

## 11. FINAL PAYMENT & ACCEPTANCE OF BOOKING

- a. The confirmation sent by the Travel Advisor or your travel agent will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked is due 60 days before the departure date of the first product or service included in the applicable booking. If full payment is not received by the applicable due date, the Travel Advisor may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 60 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.

- b. The Travel Advisor is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Travel Advisor.

## 12. CANCELLATION BY THE PARTICIPANT

- a. You may cancel your booking by notifying the Travel Advisor. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Travel Advisor and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).
- b. Cancellation of a Tour:
  - i. Cancellation at any time before departure of first product or service in relevant booking: Deposit will be forfeited by you and payable to the Travel Advisor and no further refund will be payable.
  - ii. Cancellation of Tour within 60 days before departure of first product or service in relevant booking: all fees paid to the Travel Advisor will be forfeited. There will be no refund.

## 13. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE TRAVEL ADVISOR

- a. A departure date for a Tour offered by the Travel Advisor will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure.
- b. The Travel Advisor guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available by contacting the Travel Advisor. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.
- c. If a Tour is cancelled by the Travel Advisor before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from the Travel Advisor:
  - i. a substitute Tour of equivalent value.

- d. The Travel Advisor is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, the Travel Advisor reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, the Travel Advisor will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, the Travel Advisor may provide you with a refund for unused products or services as determined in its discretion.

#### 14. TRAVEL DOCUMENTS

- a. It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with the Travel Advisor as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Travel Advisor that is a direct result of your failure to secure or be in possession of proper travel documentation. The Travel Advisor does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that the Travel Advisor is not responsible for any errors or omissions in this information.

#### 15. FLEXIBILITY & UNUSED SERVICES

- a. You acknowledge that the nature of adventure travel requires flexibility and acknowledges that you will permit reasonable alterations to products, services or itineraries by the Travel Advisor. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Travel Advisor (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Travel Advisor, including your removal from a Tour because of your negligence or breach of these Terms.

## 16. ACCEPTANCE OF RISK

- a. You acknowledge that adventure travel and the products and services offered by the Travel Advisor may involve a significant amount of risk to your health and safety. By traveling with the Travel Advisor you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release the Travel Advisor from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Travel Advisor. The Travel Advisor requires that you confirm your assumption of this responsibility by completing the participation waiver (the "Waiver") prior to departing on your tour.
- b. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in "extreme sports" or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Travel Advisor is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.
- c. You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Travel Advisor (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Travel Advisor may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Travel Advisor's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.
- d. You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Travel Advisor or the Travel Advisor's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any

pre-existing damage to a representative of the Travel Advisor and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

- e. You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Travel Advisor nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.
- f. You agree to bring any complaints to the Travel Advisor as soon as possible in order to provide the Travel Advisor with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Travel Advisor or the Travel Advisor's customer service department directly. The Travel Advisor assumes no liability for complaints that are not properly brought to the attention of the Travel Advisor and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Travel Advisor within 30 days of the last day of travel of the booking in question.

#### 17. THE TRAVEL ADVISOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS

- a. The Travel Advisor makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Travel Advisor takes all reasonable care in selecting Third Party Suppliers, the Travel Advisor is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and the Travel Advisor does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.
- b. The Travel Advisor is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than the Travel Advisor and its employees.

- c. The Travel Advisor is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

#### 18. OPTIONAL EXTRAS

- a. "Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and which does not form part of the Tour. You agree that any assistance given by the Travel Advisor's representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and the Travel Advisor makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Travel Advisor regarding any Optional Extras. You release the Travel Advisor from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.
- b. You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

#### 19. LIABILITY

- a. The Travel Advisor and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against the Travel Advisor for any such loss, damage, injury, or death.
- b. In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of the Travel Advisor or of the Third Party Suppliers of any services which form part of the booking contract then the Travel Advisor limits its liability, where applicable by all applicable international conventions.
- c. Notwithstanding anything to the contrary elsewhere in these Terms, the Travel Advisor will not in any circumstances be liable to you for any loss or anticipated loss of profit,

loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

- d. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Travel Advisor may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Tour, not including insurance premiums and administration charges. The Travel Advisor will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against the Travel Advisor and its suppliers, contractors or other third parties.

## 20. FORCE MAJEURE

- a. The Travel Advisor will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Travel Advisor failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, animal attacks, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Travel Advisor; or an event which the Travel Advisor or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

## 21. IMAGES AND MARKETING

- a. You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Travel Advisor or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Travel Advisor, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## 22. PRIVACY POLICY

- a. The Travel Advisor must collect your personal information to deliver the Tour and any products or services booked. The Travel Advisor collects, uses and discloses only that

information reasonably required to enable the Travel Advisor and its Third Party Suppliers to provide the particular Tour, products and/or services that you have requested.

#### 23. SEVERABILITY

- a. If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

#### 24. CONTRACT PARTIES & SUCCESSORS

- a. These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

#### 25. APPLICABLE LAW

- a. The Contract and these Terms are subject to the laws of Alberta, Canada and you submit to the exclusive jurisdiction of the courts located in Edmonton, Alberta, Canada for the resolution of any dispute under these Terms or concerning any Tour, product or service.

#### 26. AMENDMENTS

- a. The Travel Advisor reserves the right to update or alter these Terms at any time, and will post the amended Terms on the Travel Advisor's website. Any amendment will take effect 10 days after being posted to the Travel Advisor's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Travel Advisor's website and will be sent to you upon written request to the Travel Advisor. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Travel Advisor's website. The Travel Advisor recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

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