

# GENERAL CONDITIONS AND TICKET CONTRACT

## CHONOS ROUTE - KAWESKAR ROUTE - NOMADS OF PATAGONIA ROUTE



- With the aim of guaranteeing our passengers a fast and efficient service, we would like to draw your attention to the following regulations that came into force on January 1, 2024 (any past norm is obsolete).
- The cruise ticket contains and certifies the conditions in the agreement between the passenger and Naviera y Turismo Skorpios S.A., hereon "SKORPIOS" or "the Company" which is ruled under the dispositions of the III Book of the Commerce of the Republic of Chile.
- The published rates could be modified at the discretion of SKORPIOS, making any previous rates obsolete. If any passenger has already paid his/her cruise ticket and there is a modification in the rates before the sailing, this modification will not apply for this specific passenger, and SKORPIOS will honor the given rate.
- The passenger, who does not present him/herself on time and place specified on the ticket, based on any reason including fortuitous or major force cases or circumstances, will be under his/her responsibility and it is not allowed to complain to SKORPIOS. There will not be any indemnity or refund of the amount paid.
- SKORPIOS may postpone the departure for up to 24 hours. due to climatic causes or force majeure originated in itself. After said period and if the circumstances that caused the delay persist, the Company may postpone the cruise or simply cancel the departure, returning the amount paid, without the right to any other compensation or payment for the passenger.
- The passenger, cannot change his/her designated cabin number which is indicated on the passenger's ticket, apart from exists cabins available and he/she pays immediately the rate difference before formalize the cabin change.
- Passengers could cancel or modify their cruise with the following reimbursement plan:
  - 120 days prior to departure, no penalty, 100% refund.
  - Between 120 and 60 days prior to departure, USD200 per person penalty will apply.
  - Between 59 and 50 days prior to departure, 20% penalty will apply.
  - Between 49 and 40 days prior to departure, 40% penalty will apply.
  - Between 39 and 30 days prior to departure, 60% penalty will apply.
  - Between 29 and 16 days prior to departure, 80% penalty will apply.
  - Between 15 and 0 days prior to departure, 100% penalty will apply.
- Passenger's cancellations must be informed by e-mail or telephone and re-confirmed in written by certified air mail, in the same day of the first advice, being the letter signed by the buyer, the only valid document for the cancellation. The corresponding refund will be applied within 30 working days since the date of the cancellation advice.
- The cruise ticket may be re-issued or passed on to another person by the owner of the ticket, when prior notice is given to SKORPIOS in written and signed document, by the owner of the ticket, up to a period of five (05) working days before the sailing date. Beside the written communication, the ticket endorsement should be certified with the original passenger's signature, showing name, identity number and the new passenger's details. If the payment of the cruise has been done by hire payment, both original and new passengers will be responsible of the final and complete payment agreed.
- SKORPIOS offers safe-keeping on board free of charge. Not use this service release to SKORPIOS of any responsibility above all any loss.
- Each passenger is responsible of carrying all documentation needed, being this documentation as usual requested for chilean or foreign passengers.
- SKORPIOS can prevent the embarkation of any passenger that, at the Company's judgment, could disrupt the wellbeing of the rest of the passengers.
- Medical assistance on board will be provided by a doctor or paramedic and it is free of charge, as are the basic nursing supplies. The specific medications are responsibility of the user. In the same way, it's his/her exclusive responsibility taking care his/her meal and/or drink restrictions based on his/her medical restrictions. SKORPIOS only can makes basic adjustment meals informed by the passengers without major change or alterations of the regular cruise meal menus.
- It is absolutely forbidden for any passenger to carry any time of weapon or hazardous objects, passengers could be disembarked by the Captain without any right to complain.
- It is prohibited to use drones as it can interfere with navigation equipment and safety of all the passengers.

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- It is absolutely forbidden the use and consumption of any type of drug and/or similar. If suggested by the Captain, the passenger could be disembarked to guarantee the tranquility and safety of the rest of the passengers, without responsibility for SKORPIOS or any type of refund.
- Pets and animals are not allowed on board any SKORPIOS boat.
- Every passenger is obliged to follow every rule and norm passed by SKORPIOS, related to the transportation of passengers and their goods, as well as observing the Captain's orders during the navigation and excursions.
- Every passenger must read and follow the instructions and rules of safety issued on board and in every cabin, understanding that every safety measure starts by taking care of oneself; not putting oneself in danger, mental or physical; during the navigation and/or excursions of board.
- In times of Pandemic or Endemic, there are boarding / navigation protocols and regulations that our passengers must comply with according to the existing regulations in Chile.
- Tips are not included in the ticket fare. Those passengers who wish to express their gratitude in this way should give the tip to the Captain in a sealed envelope. The Captain will, according to the SKORPIOS tradition, share it amongst the members of the crew. We suggest USD 50 per passenger.
- SKORPIOS reserves the right to cancel a cruise if not fulfills the minimum of required passengers to make the trip, with up to 30 days before the departure date. In this event, the Company will proceed with the relocation to another Skorpios cruise. If the passenger is not satisfied with all these solutions that SKORPIOS offers, SKORPIOS will proceed with a reimburse of the rate already prepaid by the passenger to SKORPIOS based on the cruise rate only, is not entitled to other compensation, or claim payment to the passenger.
- Children's safety on board is of exclusive responsibility of their parents, who should bear for their control and care in every moment.
- SKORPIOS Sea Cruises reserves the right to include photographic and other visual portrayals of passengers in SKORPIOS Sea Cruises advertising and promotional materials.
- All passengers without exception must complete an AFFIDAVIT at the time of boarding, regarding their state of health and compliance with navigation regulations.
- The excessive consumption of food and beverages, food allergies or medical indications are of exclusive responsibility of each passenger.
- In case of death of the passenger before board the ship, the cruise ticket could be endorsement to any other passengers, or ask for refund, based on the table previously informed.
- The rate of the transfers, from/to Puerto Montt and Puerto Natales airports will be rendered based on formal requests of every passenger and per current tariff, having in mind many of them would be on group with SKORPIOS' passengers only. If any passenger demands a private and/or exclusive transfer, reservation in advance is an obligation. The request must be asked to SKORPIOS and/or your travel agent, based on current tariff as well.
- SKORPIOS Sea Cruises is not responsible of any delays in case of general strike, delays/cancellations airlines flights, earthquakes, tsunami or any other reason without exception, not attributable to SKORPIOS, because all passengers are responsible of their presentation in the pier for their boarding, as per information mentioned in their cruise tickets where indicates dates and time as well.
- SKORPIOS has accident insurance for its passengers, which is applied for passenger with an age limited of 82 years old. The cover amounts are the following:
  - Accidental Death on Skorpios II vessel, Chonos Route USD 35,000.- (UF 900)
  - Accidental Death on Skorpios III vessel, New Kaweskar Route USD 230,000.- (UF 6,000).
  - Permanent Disability due to an accident, in all our routes up to USD 30.000.- (UF 750).
  - Medical, pharmaceutical and hospital expenses derived from an accident, in all our routes USD 10,000.- (UF 250).
  - Emergency Transportation expenses in all our routes due to an accident. USD 8.000.- (UF 200).
  - Transportation and repatriation expenses in all routes due to an emergency medical condition USD 4,000.- (UF 100). Heart attack, vascular accident or any other serious illness which according to the vessel's doctor's diagnosis requires immediate evacuation. This amount is part of the Medical Expenses coverage, thus if there is an evacuation and further medical expenses the coverage limit will be USD 10,000.- (UF 250).

### IMPORTANT CONSIDERATIONS

- These coverages apply for passengers after their own travel insurance. Should the passenger not have travel insurance, it will cover only up to 50 % and is limited to the insured amount.
- For Chilean passengers, it applies after their own Isapre or Fonasa, limited to the insured amount.
- The values in USD are approximates, as the insurance is contracted in UF (Unidad de Fomento).
- Those items are included without extra costs in the rate of your cruise ticket. (Our insurance applies after your individual or health insurance, and they have limits in their coverage for special situations that include 8 or more people).
- Sailing track and itinerary may vary according to climate conditions or force majeure, which will be determined solely by the captain of the vessel and gives passengers no right for subsequent complaints.