

IMPORTANT NOTICE

PEARL EXPEDITIONS PTY LTD TERMS AND CONDITIONS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY PEARL EXPEDITIONS PTY LTD ("WE", "US", "OUR") AND ACCEPTED BY ALL PASSENGERS AND GUESTS ("YOU", "YOUR").

THESE TERMS AND CONDITIONS OF CARRIAGE APPLY TO ALL EMBARKATION, TRAVEL AND DISEMBARKATION ON THE PASPELAE PEARL ("VESSEL"). THIS DOCUMENT CONTAINS PROVISIONS EXCLUDING AND LIMITING OUR LIABILITY. PLEASE PAY PARTICULAR ATTENTION TO CLAUSE 11 WHEN REVIEWING THIS DOCUMENT.

YOU SHOULD READ THIS DOCUMENT CAREFULLY AND ENSURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS BY BOARDING THE VESSEL. YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS AND CONDITIONS.

1. CONTRACT FORMATION

1.1 Upon boarding the Vessel, you enter into a legally binding contract with us on these terms and conditions ("Contract").

2. PRICE AND PAYMENTS

2.1 All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to us) before your final disembarkation from the Vessel. Services and products that may be provided on board the Vessel may include:

- boutique and retail purchases;
 - laundry;
 - telephone calls;
 - A la Carte Optional Wine List and/or Premium alcoholic beverages;
 - accommodation before or after the journey on the Vessel;
 - transportation to and from the Vessel;
 - baggage over the limit specified in clause 5.1; and
 - special additional shore excursions and activities.
- 2.2 You must pay additional amounts for each of the above at the times and in the amounts we advise.

3. CHANGES AND CANCELLATIONS

3.1 Expedition operations rely on weather, tidal and other conditions not controllable by us. We will endeavour to run to the outlined itinerary for your journey ("itinerary"), but we may change the itinerary or associated activities whenever conditions, in the opinion of the Master and/or Expedition Leader, render it advisable or necessary to do so. This may include changes in expected weather conditions, guest emergencies, unexpected technical issues or to comply with government directions.

3.2 We will endeavour to minimise any changes to the itinerary, however the Master at all times retains complete control over the Vessel and may take such actions as he or she thinks necessary to comply with legal requirements or to preserve the safety, security and integrity of the Vessel, the environment and the comfort, health, safety, enjoyment and general wellbeing of passengers and crew.

3.3 Without limiting clause 3.1, we reserve the right to do one or more of the following:

- substitute any vessel for the nominated vessel;
- change ports of embarkation or disembarkation;
- omit or change any scheduled port call;
- deviate from the scheduled route;
- delay or terminate the journey; and
- transfer you to other vessels or transportation.

3.4 We may cancel a journey before departure on operational, safety, security, technical, meteorological, commercial, or other reasonable grounds.

3.5 You may have other rights under the Australian Consumer Law, which are explained in clause 9.8 and this clause does not restrict or limit those other rights in any way.

4. EMBARKATION

4.1 You must be on board the Vessel at least two hours prior to each scheduled departure time specified in the relevant Itinerary. You are responsible for ensuring you are at the Vessel in time for departure, including all of your connecting transport. Failure by you to embark on time will not lead to any refund or any liability to you.

4.2 At the time of initial embarkation, you must have in your possession and show to our crew the following documents:

- your passage ticket;
- a current photographic ID (such as a valid driver's licence)
- where the Itinerary includes ports in more than one country, a valid passport, visa and all other documentation necessary for scheduled ports of call and disembarkations listed on the Itinerary; and
- any medical documentation required (see clause 7 for more information).

4.3 Where you are required to have a passport, you must have an expiry date of at least six months after the last scheduled day of your journey. Please check the applicable passport and visa requirements with the embassies of the countries you will be visiting during your journey a reasonable time before departure.

4.4 If you do not have the correct documentation necessary to enter a country or participate in any aspect of a journey, we will not refund to you any portion of amounts paid for the journey and you will be responsible for all costs you incur as a result, including any costs associated with alternative transport or re-joining the journey.

5. BAGGAGE AND PERSONAL PROPERTY

5.1 Luggage is stored under your bed, which has a maximum clearance of 30cm, and as such it is preferable to travel with soft luggage or hard-shell suitcases with a maximum depth of 30 cm. All luggage must be securely packed and clearly labelled with your name, the name of the Vessel, the sailing date and the destination.

5.2 Please make sure that all valuable and important items (for example, medicines, jewellery, fragile items, important travel and other documents, video/camera/computer equipment) are carried by hand and not packed in your luggage or left unsecured in your room or elsewhere onboard the Vessel. Special care must be taken of such items. You must not pack in any checked baggage any item that is dangerous or illegal (e.g. guns, weapons, explosives, illegal drugs, alcoholic drinks, animals, flammable items, power boards, irons, candles, lithium batteries, electrical transformers and drones). To obtain a full list of prohibited items, please contact us. In addition, we may refuse to allow you to take onboard any item which we consider to be inappropriate, dangerous or unlawful.

5.4 If we have reason to believe that any room may contain any item or substance which should not have been brought onboard, you consent to the Master or a member of crew having the right to enter and search, or bring forward, any item that is dangerous or illegal or substance and either hold it until disembarkation or dispose of it, in the sole discretion of the Master and we will have no liability to you in respect of the above.

6. PASSENGER OBLIGATIONS

- You represent and warrant that you:
 - have all necessary travel documents (including a valid passport and any required entry visas) required to be obtained by the countries visited during your journey;
 - are in compliance with all government requirements relating to your journey;
 - are in an appropriate physical condition and are otherwise fit for travel on the Vessel and for any activities listed in the Itinerary which you decide to participate in;
 - will take reasonable care for your safety, and will not unreasonably place at risk the safety or security of the Vessel, crew and any other passengers;

e. will not tamper or interfere with the Vessel or its equipment;

f. will not use the Vessel or its equipment improperly or otherwise than in accordance with any instructions (for example, you must not flush anything down toilets that is prohibited or otherwise misuse septic or water systems);

g. will comply with all of our rules, policies and procedures notified to you, and with all directions and instructions given by the Vessel crew and Master at any time;

h. will bring with you all medications and other required medical supplies that you require during the course of your journey;

i. will not do anything offensive, illegal, unlawful, harmful or that could reasonably be considered a nuisance, or threatening, frightening, rude or offensive conduct or behaviour; and

j. will not bring on board the Vessel any animals, weapons, explosives, inflammables, or other items which are unlawful or which are of a hazardous or dangerous nature.

6.2 We are committed to the responsible service of alcohol. As required under the *Liquor Control Act 1988* (WA), the supply of alcohol to, or consumption of alcohol by, a person who is under 18 years of age or a drunk person is not permitted. Our staff may refuse service of alcoholic beverages to any person who appears to be intoxicated or behaving inappropriately, or who may be engaging in secondary supply.

6.3 If you are the parent, guardian or carer of any other passenger under the age of 18, you acknowledge that our crew are not able to provide the level of care and supervision that passengers under the age of 18 require. You are responsible for, and will supervise, any such passenger at all times during the journey, taking particular care around railings, fences, pool areas and food and beverage outlets. You must not enable or allow any passenger under the age of 18 to drink alcohol. You must indemnify us for any claims, loss or damage suffered because you fail to adequately supervise minors in your care. In the event that you are in breach of any of your obligations as listed in clauses 6.1 or 6.3, or we believe that your conduct is endangering, adversely affecting or impairing your health or safety, the health and safety of the Vessel, its crew or other passengers, the Master has the right to refuse to allow you to embark on the Vessel or to disembark you at any port.

6.4 Should you be refused embarkation or required to disembark in accordance with clause 6.4, we will not be required to provide a refund to you, and we will have no liability to you for any loss, costs or damages that have occurred due to such refused embarkation or disembarkation. We may also require you to pay the cost of any damage you cause, including repairs or additional cleaning necessary to the Vessel.

6.6 You must make your own enquiries regarding your journey, including being aware of any relevant government travel safety warnings.

HEALTH AND MEDICAL REQUIREMENTS

7.1 We welcome pregnant guests but (due to the absence of medical practitioner assistance on board), we will not accept guests who will enter the 24th week of a pregnancy by the completion of the journey. All pregnant guests must provide our crew at embarkation with a letter from a doctor stating how many weeks pregnant they will be at the date of the initial departure and confirming that they are not a high-risk pregnancy.

7.2 You must inform us at least 90 days before the scheduled initial departure date of any medical condition (physical or mental), illness, special needs or disability that may affect your requirements for your journey ("Special Needs"). You acknowledge that if you do not give us such notice of your Special Needs, we may not be able to fully cater for them.

7.3 Guests with Special Needs must be self-sufficient or travel with someone who can provide all necessary assistance. We request that we may need to refuse your embarkation if we are not satisfied that it is safe for you to participate in the journey, or your participation may put the health and safety of the Vessel's crew or other passengers at risk, or if we are unable to reasonably accommodate your Special Needs. You also acknowledge that your Special Needs may make you unable to participate in every activity during the journey.

7.4 All dietary requirements must be advised 90 days prior to the Expedition. While we endeavour to accommodate all requests, we cannot guarantee that foods will be entirely free of allergens, eliminate the risk of cross contamination or prevent other passengers from bringing allergens onboard. You must bring with you any epi-pens or similar devices you may require.

7.5 There may be no qualified medical staff employed by us on the Vessel. If requested, basic first aid is available onboard, together with the services of any of our staff if they have first aid or medical training. Should you require any other medical examination, advice, treatment or medication at any time during the journey, such services will be provided by local facilities where available. If the Master or crew are unable to consider the circumstances are appropriately serious to warrant it, they may attempt to take emergency measures to protect your life and health, and obtain medical and associated assistance (including medicavac as necessary). We, the Master and the crew will have no liability associated with such emergency measures, whether in contract, tort (including negligence) or otherwise, unless they are taken recklessly (being where they are aware of a significant risk but act or fail to act with reckless disregard for the consequences). You will be responsible for all costs and expenses associated with any third party medical services or emergency measures referred to in this clause. We have no liability whatsoever for any liability, loss or claim arising from the provision of medical services by any third parties.

8. RECREATIONAL ACTIVITIES

8.1 We may offer various recreational activities during the journey including but not limited to snorkelling, scuba diving, kayaking, fishing, swimming, use of the tenders or zodiac vessels, and shore excursions (which may include hiking and helicopter tours) operated by us or by third party service providers.

8.2 The Master, crew and any other person involved in providing or supervising the recreational activities ("Relevant Persons") will have the right to refuse your participation in any recreational activity in the interests of your health, safety and wellbeing as well as in the interests of the health, safety and wellbeing of other persons connected to the recreational activities and our broader operation.

8.3 You agree to follow all rules and instructions of Relevant Persons in connection with the recreational activities, and use all personal safety and protective equipment provided for each of the recreational activities.

8.4 Recreational activities involve an element of risk and we therefore cannot guarantee your health and safety. These risks include the risk of physical injury or death, the inducement of medical conditions, mental harm or distress and damage to your property. You acknowledge that your health, ability and conduct may affect such risks.

8.5 We may require that you sign an additional deed of release and indemnity before being able to participate in any recreational activities, even if the recreational activities are offered as inclusions in your voyage, which deed will supplement and apply in addition to this Contract.

9. THIRD PARTY ACTIVITIES

9.1 Where recreational activities are operated by third party service providers who are independent of us ("Third Party Activities"), then to the extent we are involved in a transaction between you and the operator, we do so in a limited capacity of booking agent only. The Third Party Activities may be offered as inclusions in your voyage, or be provided as optional extras. We do not guarantee that any Third Party Activities will be available generally or for guests with Special Needs.

9.2 Agreements you enter into directly with providers of Third Party Activities are between you and the local operator (even if we assist you with making a booking). Accordingly, we are not liable, whether in contract, tort (including negligence) or otherwise, for Third Party Activities, other than in relation to our limited role as booking agent.

7.3 Third Party Activities may involve or require physical exertion, or involve a degree of risk or danger, and you should carefully consider whether the shore excursion is right for you.

8. RISK AND TRAVEL INSURANCE

8.1 All travel involves risks. There are inherent risks of engaging in recreational activities, and embarking, traveling and disembarking from the Vessel that you should be prepared for, including:

- movement of the Vessel due to water, waves, wind or currents;
- weather conditions, including storms, wind, rain, hail, sun exposure and severe weather events;
- variations in wharf and other berthing levels;
- wet or slimy surfaces;
- interaction with wildlife; and,
- other perils of the sea.

Any injuries, near-misses, accidents, unsafe behaviour or other concerns during the journey should be reported to the crew as soon as possible.

8.2 You warrant that you will obtain comprehensive travel insurance sufficient to cover your personal circumstances with a reputable insurance company covering cancellation, medical emergencies and repatriation, personal injury, baggage loss and delay, money loss, travel delays, legal expenses and personal liability.

8.3 If you do not obtain adequate travel insurance, you accept that you may not be able to recover all amounts payable for your journey in the event of cancellation or material changes to your itinerary.

9. LIABILITY

9.1 Our liability

Nothing in this Contract operates to exclude, restrict or modify the application of any legislation, including any provision of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any equivalent State or Territory legislation, the exercise of a right conferred by such a provision, or any of our liability for breach of a guarantee, condition or warranty imposed by such a provision, where it is unlawful to do so. All exclusions and limitations of our liability under this Contract must be read subject to this clause.

9.2 To the maximum extent permitted by law and subject to clause 9.1, you acknowledge and agree that we accept no responsibility and will not be liable to you (or any other person or third party) for any loss, cost or damage (including loss of enjoyment), suffered directly or indirectly in connection with:

- delays in departure or arrival times during your journey;
- any loss or damage to your luggage or belongings over the limit set out in clause 9.14;
- any personal injury, death or property damage resulting from the acts or omissions or negligence of any third parties providing goods or services to you during the journey, including air carriers, hotels, shore excursion operators, restaurateurs, transportation providers and medical personnel; and
- any disappointment or loss of enjoyment due to circumstances outlined in the Contract or otherwise outside of our control,

provided always that this clause will not limit or exclude our liability to you to the extent that such loss, cost or damage is a result of our negligence, fraud or willful misconduct. Subject to clause 9.1, but despite any other provision of this Contract, and to the extent permitted by law, our maximum liability to you or any third party is limited to AU\$50,000, except to the extent that such liability is a result of our negligence, fraud or willful misconduct. In cases of our negligence, our liability is as provided for under the laws of Western Australia, including the *Civil Liability Act 2002* (WA).

9.4 To the maximum extent permitted by law and subject to clause 9.1, you acknowledge and agree we are not liable to you, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses, except to the extent that such loss, damage or expense is a result of our negligence, fraud or willful misconduct.

9.5 To the maximum extent permitted by law and subject to clause 9.1, you acknowledge and agree that we are not liable for any delay or failure by us or any of our contractors or service providers to perform our obligations under the Contract, where the delay or failure is caused by or is a consequence of a Force Majeure Event detailed in clause 10.

9.6 To the extent permitted by law and subject to any rights you may have under the Australian Consumer Law, all express or implied warranties, guarantees, representations, or terms not set out in this Contract, are expressly excluded. Where any guarantee, condition or warranty applies as a result of applicable legislation and cannot be excluded, then where permissible our liability to you for breach of such a guarantee, condition or warranty is limited, to one or more of the following:

- in the case of goods: the repair of goods, replacement of goods, supply of equivalent goods or cost of repair, replacement or supply of equivalent goods; or
- in the case of services: supplying the services again or payment of the cost of supplying the services again.

9.7 Subject to clause 9.1, you acknowledge and agree that where your journey, any part of your journey, accommodation, flights or any other good or service are not directly provided by us, but are provided by any third party, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the third party, you must pursue your claim directly against the relevant third party.

Your rights under the Australian Consumer Law

9.8 Where services are provided to a consumer, consumer guarantees under the Australian Consumer Law may apply in respect of the services, which are summarised below:

- a guarantee that the services will be rendered with due care and skill;
- a guarantee that the services, and any product resulting from the services, will be reasonably fit for any purpose that the customer makes known (expressly or by implication) to the supplier; and
- a guarantee that the services will be supplied within a reasonable time.

9.9 Subject to clauses 9.6 and 9.16, where the services are not provided in accordance with a consumer guarantee you may have a right to seek a remedy under the Australian Consumer Law.

9.10 The following notice is given under the Australian Consumer Law. It is not intended to limit other provisions of the Contract where permissible, which may include clauses 9.6 or 9.16. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your Contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the Contract.

Baggage and personal property

9.11 We are not liable for any loss or damage to your baggage or personal effects caused by being unattended in public areas or due to ordinary wear and tear, perils of the sea and acts of God (unless caused by our negligence, fraud or willful misconduct). If you discover any loss, delay or damage affecting your baggage and personal

property you are onboard, you must immediately report it to a member of crew but in no case later than 7 days after the end of your journey with us. We accept no liability for any loss, damage or delay which is not notified to us more than 7 days after the end of the journey.

9.13 You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any all insurance companies.

9.14 We limit our liability to you for loss of damage to luggage. The maximum limit of our liability for damage and/or loss to baggage, where baggage is deposited with the ship, is limited to AU\$1,500 per guest per cruise.

Recreational activities

9.15 You acknowledge and agree that, by their very nature, the recreational activities that you may participate in during your voyage can be dangerous with inherent risks, dangers and hazards, and personal injury (and sometimes death) can occur. You acknowledge that your health, ability and conduct will affect such risks.

9.16 To the extent that any part of the voyage or recreational activities are "recreational activities", "recreational services" or the like under any applicable law, they are engaged in at your own risk and the Relevant Persons exclude all:

- liability for a failure to comply with any applicable statutory guarantees; and
- express or implied warranties or conditions not set out in this Contract, including that those activities or services will be provided with reasonable care and skill.

provided that such exclusions only apply to the extent permitted by law, including in the case of liability under any statutory guarantees under the Australian Consumer Law, only in respect of those matters specified in s139A(3) of the Competition and Consumer Act 2010 (Cth) and then only to the extent permitted.

Athens Convention (applicable to International Journeys)

9.17 For guests making bookings which involve an international itinerary, the provisions of the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (the "Athens Convention") may apply to your journey, as well as the process of getting on and/or off the ship at all times during your journey.

9.18 Where the Athens Convention applies, for any claim involving death or personal injury or delay of or loss of or damage to luggage the only liability we have to you is in accordance with the Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by the Athens Convention, or which is in excess of the limits provided by the Athens Convention. Any claims covered under the Athens Convention must be made within the time limits set out in the Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury or loss or damage to luggage and makes special provision for valuations.

FORCE MAJEURE / EVENTS BEYOND OUR CONTROL

10.1 Except where we specifically say otherwise in this Contract, we cannot accept any liability or pay any compensation where your journey or any other services we have promised to arrange or provide cannot be provided at all or as promised as a result of circumstances which are outside our reasonable control, including but not limited to:

- strikes or labour disputes;
- mechanical failures or damage to the Vessel;
- acts of war, civil unrest, terrorism, or piracy;
- government actions or restrictions;
- weather events, natural disasters, or acts of God;
- fuel shortages or supply issues;
- any other circumstance beyond our reasonable control.

10.2 You may have other rights under the Australian Consumer Law, which are explained in clause 9.8 and this clause does not restrict or limit those other rights in any way.

11. PRIVACY AND DATA PROTECTION

11.1 In order for us to provide services to you, you will need to provide to us, and we will need to use and process, your personal information and that of any other guests. As part of this use, we may need to provide your personal information to service providers, customs and immigration authorities, security and credit checking organisations. Some of the persons to whom we provide your personal information are located outside Australia. By providing us with your personal information you give us your consent to use and disclose your personal information in the manner described in this clause 11.1.

11.2 We would also like to store and use your personal details for future marketing purposes. You may opt out of this at any time.

11.3 We will otherwise deal with your personal information in accordance with our privacy policy, a copy of which is available on request. For the avoidance of doubt, the privacy policy does not form part of this Contract.

11.4 We may use CCTV on the Vessel for the security and safety of crew and guests. You consent to the use of CCTV.

12. GOVERNING LAW AND JURISDICTION

12.1 This Contract is governed by and is to be construed under the laws of the Western Australia.

12.2 The courts of the Western Australia have exclusive jurisdiction to resolve disputes arising out of or in connection with the Contract or a journey on the Vessel, and each passenger agrees not to mount any argument that such courts are an inconvenient forum or lack jurisdiction.

Last updated April 2026.