

# Contract conditions of the ticket

1.- The Passenger Ticket contains the features of the Contract drawn up between the passenger and Marítima Transaustral Ltda., hereafter referred to as "The Company".

The Passenger Contract adheres to what is indicated in the ticket, and also to what is specified in the present document and by the relevant provisions specified in Book III of the Commercial Code of the Republic of Chile.

2.- The Passenger Ticket is valid only for the journey specified on it, therefore any passenger who does not request the postponement of his trip, or whose request is not approved by the Company, loses all rights over it when he fails to board the ship. The aforementioned Ticket is personal and non-transferrable, and may not be transferred to another person without previous, written consent from the Company.

3.- The passenger must carry his Passenger Ticket throughout the entire voyage and must exhibit it as many times as required by staff of the Company or by the Port Authorities, whether it is at the boarding point, during the navigation or upon landing.

4.- If the passenger needs to postpone the trip date specified in the Ticket, he must send a written request to the Company no less than 30 days prior to the date of departure. In order to place this request, he must pay the Company the sum of 100 USD, or the equivalent in Chilean Pesos. He must also pay any price difference the ticket may have for the new date requested. Any request made between the 30th and 10th day before the original departure date can be processed by the Company after payment of a fine equivalent to 50% of the price of the ticket. Without following the aforementioned procedures, the passenger is not allowed to postpone the trip of his own account. For all effects it will be understood that, if the passenger does not present himself for the trip, he has given up the use of his ticket, and the regulations stated below will therefore be applied for a No Show situation.

5.- Booking and Payment Policy:

Once a reservation has been made and once the availability has been confirmed, the passenger will have 48 hours to make an advance payment of 150 USD or the equivalent in Pesos at the current exchange rate, after which the booking is reconfirmed. The full price must be paid 45 days before the departure date of the cruise. If this does not occur, the booking will be cancelled.

6.- If the passenger decides to cancel the trip, the Company will apply - according to the number of days notice given - the following scale of fines:

a) Cancellations made 90 days or more before the date of departure will not be fined and a 100% refund will be given.

b) Cancellations made between 89 and 45 days before the departure date, will be subject to a 150 USD fine, equivalent to the retention of the deposit paid upon making the booking.

c) Cancellations made between 44 and 30 days before the departure date, will be subject to the retention of 200 USD from the amount paid.

d) Cancellations made between 29 and 15 days before the date of departure will entitle the Company to retain 50% of the ticket price.

e) If the cancellation is made 14 days or less before the departure date, there will be NO refund whatsoever, i.e. the Company will retain 100% of the ticket price.

f) The same policy will apply in those cases in which the passenger does not present himself at the boarding point on the date of departure (No Show).

7.- For Groups (6 or more passengers), the fine policy will stand as follows:

a) Cancellations made with 90 or more days notice will be entitled to a 100% refund of the price paid.

b) Cancellations made between 89 and 45 days prior to the departure date will be fined 50% of the ticket price.

c) Cancellations made between 44 and 30 days prior to the departure date will entitle the Company to retain 75% of the ticket price.

d) Cancellations made 29 days or less before the departure date, as well as No Show cases, will entitle the Company to retain 100% of the ticket price.

8.- When the Passenger Ticket is extended, the Company will assign the passenger/passengers a Cabin corresponding to the Category purchased, as well as the bed that corresponds to this Category.

9.- If, when making a booking, there is no availability for a particular Cabin class, the Company will assign - for the same price - a Cabin of the next category up.

10.- It is strictly forbidden to bring pets on board.

11.- Luggage: each passenger is allowed one suitcase measuring approximately 55 x 40 x 35 cm.

12.- Passengers are forbidden to store in their luggage or in their cabin, fire arms, explosives or any other object considered dangerous and regulated by the Chilean Arms Control Law. The passenger will be held responsible for any damage or annoyances that failure to respect this regulation may cause to staff members and third parties.

13.- The Company reserves the right to refuse to allow the boarding of passengers who suffer from any physical or mental ailments which the ship's Captain considers to be an impediment for taking the cruise, whether it is for his/her own safety and well-being or for that of the passengers and crew. If this situation is detected during the course of the cruise, the Captain shall disembark the person at the first port from which transport is available to his/her place or origin. The journey back shall be of his/her own responsibility.

14.- The ticket price does not include personal expenses such as the purchase of souvenirs, books, magazines or the consumption of products classified as Premium, which must be paid in cash by the passenger before disembarking.

15.- The passenger is obliged to comply with all regulations established by the Company and that are

applied by the Captain regarding passenger transport, especially those related to safety and the prevention of accidents and risk situations. He/She must also comply with regulations that restrict the access to certain areas of the ship without the authorisation and assistance of the Captain.

16.- Each passenger has in his cabin a lockable drawer in which to store his personal belongings. In addition to this, the Captain has a safe in which the passenger can store, in an envelope sealed by him/herself, documents, money or any other objects of value that he deems convenient for this purpose. For this reason, the Company will not be held responsible for any damage the passenger may suffer due to loss or damage, regardless of the cause and the value, of valuables carried during the services delivered by the Company.

17.-The Company is entitled to postpone the time the ship sets sail for reasons of force majeure or unforeseen circumstances, in which case the passenger shall not be entitled to a refund of the ticket price nor request any sort of financial compensation.

18.- If, for reasons of force majeure, the ship's departure or arrival at the destination is delayed for reasons beyond the Company's control, the passenger shall not be entitled to request any sort of compensation or refund of the price paid for the ticket.

19.- If the trip is temporarily interrupted due to Company reasons, the passenger shall be entitled to accommodation and meals at no additional cost until arrival at the port of disembarkation. If the interruption of the trip is final and for reasons beyond the Company's control, the latter will provide the passenger with a refund proportional to the part of the journey that will not take place. The passenger will not be entitled to any further compensation.

20.- The cruise departure time and the hour at which passengers are picked up from their hotels indicated in the Passenger Ticket are approximate estimations. The passenger must confirm these schedules as well as the point from which he will be picked up, at least 48 hours in advance. The no-show of the passenger at the place and hour of the pick-up will not be the responsibility of the Company. If the passenger for any reason external to the company misses his ride to the point of embarkation, it will be of his own responsibility to pay for an alternative mode of transport. The Company will not be responsible for organising this additional service.

21.- Any controversy that may arise between the passenger and the Company shall adhere to the pertaining regulations established in Book III of the Commercial Code of the Republic of Chile.