

**PRE-CONTRACTUAL INFORMATION
NORTH POLE EXPEDITION PACKAGE
Aug 01, 2019**

Pre-contractual information about the North Pole Expedition Package

The following information is relevant for the knowledge and consideration of the traveller:

DEFINITIONS

- A. A Trader is a natural or legal person who makes a transaction for purposes connected with that person's own business activity.
- B. Retailer means a trader other than OS who sells, or offers for sale packages that include the North Pole Expedition Package organized by OS.
- C. Traveller is the physical person who is entitled to travel on the expedition.
- D. A Client is a natural or legal person (company) that requests the reservation. Thus, traders and retailers, as well as travellers, could be considered as clients.
- E. Cancellations have the same effect as termination of the contract.

The organiser of the North Pole Expedition Package is the Swedish company OceanSky (OS) (OS AB Org. Nr. 556970-2987). Phone number +46 76 936 31 43. Visiting Address: NORRSKEN HOUSE, Birger Jarlsgatan 57C, 113 56 Stockholm. Postal Address: OceanSky AB, Birger Jarlsgatan 131A, 113 54 Stockholm. Email account info@oceansky.se

1. Main characteristics of the travel services:

a) The travel destination(s) and itinerary:

The final itinerary of the journey is Svalbard - North Pole - Svalbard. The detailed itinerary is included in Annex I.

b) The means and standard of transport:

Travellers will join a flight on a hybrid aircraft. Each traveller will have access to a Horizon Cabin for 2 consecutive nights, see Annex I for schedule details.

c) Location, type and standard of the accommodation, and other main features of it:

The Horizon Cabin, the accommodation, is located in the hybrid aircraft gondola. It consists of one standard Queen-size bed and a storage unit for clothing. All Horizon Cabins are equipped with windows. The cabin is of a high standard and has a door that permits privacy.

d) Meals included:

Outbound from Longyearbyen:

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Dinner and breakfast

At the North Pole:

Lunch

Inbound to Longyearbyen:

Dinner

At Longyearbyen:

An optional breakfast will be served on-board after landing

e) Visits, excursion(s) or other services included:

Our expedition leader will safeguard a visit on the North Pole, and there will be an opportunity to be outside on the North Pole up to 6 hours, depending on weather conditions and winds.

f) Capacity and group size:

The maximum capacity for this charter expedition to the North Pole is for 8 cabins / 16 travellers.

g) Language skills required

Expeditions are conducted in English. Specific needs in other languages could be covered as a result of a special agreement between the client and OS.

h) Considerations about the mobility and suitability of the expedition for travellers

The North Pole Expedition package is suitable only for persons with full mobility as well as physical, mental and emotional health. Travellers might be required to provide precise information and medical certifications to determine the suitability of their participation in the expedition.

2. The total price of the package (inclusive of taxes and all additional fees, charges and other costs) and additional costs that may arise

The total price of the North Pole Expedition Package is xxx SEK (please refer to invoice from OS). OS accepts payments in Swedish Kronor. All payments have to be cleared free of any charges, taxes, fees or transaction costs and correspond to the invoiced amount.

3. Payment terms:

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All payments are to be made in the agreed currency indicated on the invoice.

A deposit of 5% of the ticket price is required to confirm the reservation. Spaces will be blocked and reservations will be made only after due payment of the deposit has been effectively received. Thus, reservations are managed on a first pay first served basis. A second payment equivalent to 45% of the total ticket price shall be received 9 months prior to departure date. The final payment equivalent to 50% of the ticket is due 3 months prior to departure date. If your reservation is placed within 9 months before departure, 50% of the ticket price must be paid as deposit and the remaining 50% of the full price is due 3 months prior to departure date. If your reservation is placed later than 3 months before departure, the full price of the itinerary must be paid within 10 days. Invoices are valid for 15 business days after sent by email.

A receipt or proof of payment shall be sent to reservations@oceansky.se

OS will send a formal confirmation of reservation via email, provided that due payments have been effectively received.

The deposit shall be made via bank transfer. Payments by credit card could be an alternative if indicated by email. If the expedition is being paid with a third-party credit card, a written authorisation from the cardholder will be required, and it shall be sent by email.

The final payment shall be made via bank transfer.

Kindly note that bank transfer can take several days. OS will not confirm travel arrangement until the payment has been effectively received.

In the case of delayed payment, OS reserves the right to treat this as a termination of the contract by the client and apply the correspondent termination fee.

4. Minimum number of travellers required and correspondent notification of cancellation

For the expedition to the North Pole to take place, a minimum number of 10 travellers or 5 booked cabins are required. In case that such threshold is not reached, the traveller will be informed of the cancellation of the trip at least 14 days in advance.

5. Passport and visa requirements:

Due to the fact that the expedition to the North Pole departs from Svalbard and will take place within Norway, all travellers are required to obtain the correspondent visas and meet all the requirements established by the Norwegian authorities. At the same time, the regulations related to entry to Svalbard are different from the regulations on the Norwegian mainland, and Svalbard is not part of the Schengen area. Thus, please consult the Norwegian consular office closer to your place of

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residence or responsible for consular affairs with your State. Also, refer to the official websites

<https://www.syssemmannen.no/en/Visitors/Entry-and-residence/>

<https://www.udi.no/en/want-to-apply/>

in which specific reference is provided in consideration of the citizenship of the traveller and further guidance is given.

6. Health formalities of the country of destination:

For specific information relevant to citizens and/or residents of your country of origin, please contact the Norwegian Consular office closer to your place of residence or responsible for the consular affairs of your State of origin. Also, due to the fact that some governments publish specific information relevant for travellers that are national or residents of its State, please consult with the authorities of your country of origin to look for specific information that might be of your particular interest.

Please consider that Longyearbyen Hospital is a public hospital and everyone shall pay deductible for consultation at the hospital. The European Health Insurance Card does not apply in Svalbard. Thus, travellers should have comprehensive travel insurance. Other general information can be found in the following links:

<https://en.visitsvalbard.com/visitor-information/safety-in-svalbard>

<https://www.who.int/ith/en/>

<https://www.fhi.no/en/id/travel/>

7. Termination of the contract before the start of the package and correspondent fees

For individual bookings and charters, cancellations made by clients shall be made via email to reservations@oceansky.se. In particular, the client that placed the reservation is responsible for submitting cancellation or termination requests. If client cancellation occurs 9 months or more prior to departure, a termination fee of 5% of the ticket price is charged. If cancellation occurs less than 9 months prior to departure, the termination fee will be equivalent to the total amount paid by the client. OceanSky reserves the right to deduct the termination fee from any amount paid by the client, including the deposit.

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OS will confirm specific expedition dates 12 months before departure. OS expects the offer to be for expeditions starting in Spring 2023. In the event that OS does not perform an expedition in the period up to December 31st of 2024, the client has the right to claim back all paid deposit according to the terms in this section. Upon the client's request, OS will transfer the refund within a time period of 14 days.

In the event of cancellation due to unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and which significantly affect the carriage of the passengers to the destination, the participant will receive a full refund of any payments made for the package and is not entitled to additional compensation. OceanSky will however have the right to delay the expedition with a maximum of 48h, for the reasons stated in this paragraph, before the participant can rightfully claim a refund.

Refunds or reimbursement related to the previous paragraph will be made not later than 14 days after the cancellation.

OceanSky will deduct any transaction fees from payments, bank transfers and exchange fees in the case of refund or reimbursement. The deductions will be discounted from amounts transferred to the client.

OS reserves the right to cancel the expedition before the starting time of the expedition as well as during the expedition due to unavoidable and extraordinary circumstances. An email will be sent to clients in order to notify such cancellation.

8. Optional and compulsory insurance cover.

Clients/travellers are strongly encouraged to obtain cancellation insurance for their expedition or insurance to cover the cost of termination of the contract by the traveller. Travellers are obliged to obtain insurance to cover the cost of assistance, including repatriation and death. Also, it is mandatory for travellers to obtain medical and travel insurance, to cover costs that include illness, injuries and medical evacuation. Thus, it is required that travellers' insurance has the necessary protection and coverage, in consideration of the itinerary.

Any risk attributable to the traveller or client who is not covered by the insurance policy of the traveller is to be covered by the traveller himself or herself at his/her disposal and at his/her own expense. Thus, if the client or traveller does not have insurance or the appropriate coverage, the liability remains on the traveller, and OS disclaims all responsibility, except in the cases provided by Swedish Law.

The North Pole expedition includes remote locations; the cost of transportation back to the place of residence can be substantial. Thus, it is required to confirm the insurance, and also that you verify and validate that it has the protection and coverage necessary.

OS will require information regarding the insurance policy of the traveller, including insurance company name, policy number and a 24-hour contact number.

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Minimum coverage of USD 150,000 is required for evacuation purposes from the Arctic region.

Traveller's rights and the travel guarantee applying to the package

The rights and obligations established under Directive (EU) 2015/2302 apply to the North Pole Expedition Package organized by OS. Therefore, the client will benefit from all EU rights applying to packages.

Additionally, as required by law, OS has protection in place to refund your payments and deposits and where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under Directive (EU) 2015/2302 follows:

— Travellers will receive all essential information about the travel services before concluding the package travel contract.

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

— Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

— Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

— The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

— Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance, if there are serious security problems at the destination, which are likely to affect the package.

— Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

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— If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

— The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. OS has taken out insolvency protection with Kammarkollegiet:

<https://www.kammarkollegiet.se/engelska/start/all-services/search-travel-guarantees>

Travellers may contact this entity or, where applicable, the competent authority (Street address: Birger Jarlsgatan 16, 114 34 Stockholm-Sweden. Postal address: Box 2218, 103 15 Stockholm. Phone number: +46 8-700 08 00. Organisational number: 202100-0829) if services are denied because of OS's insolvency. Submit claims through the following link:

<https://www.kammarkollegiet.se/vara-tjanster/resegaranti/ansok-om-ersattning-ur-resegarantin>

— Directive (EU) 2015/2302 as transposed into national law:

https://ec.europa.eu/info/law/law-topic/consumers/travel-and-timeshare-law/national-transposition-measures-package-travel-directive_en

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Annex I

Itinerary

16:00 Transfer from the Hotel
17:00 Boarding the Aircraft
18:00 Evening take off from Longyearbyen-Svalbard*
20:00 Airborne cocktail, dinner and introduction
07:00 Airborne polar breakfast
09:00 Landing on the North Pole*
10:00 Arctic expedition leader instruction, security brief and outdoor activities
12:00 Polar Lunch in the snow*
15:00 Afternoon take off from the North Pole*
15:00-19:00 Panoramic Arctic sightseeing and wildlife spotting
19:00 Airborne dinner, selected and prepared by our chef
21:00 Evening cocktail and Arctic expedition lecture
06:00 Landing at Longyearbyen, Svalbard*
07:00 Breakfast on-board and debrief

* If weather conditions and circumstances are deemed to be appropriate by the Captain and the competent authorities