

Terms & Conditions

Thank you for considering booking travel services with Rewild Safaris. The Terms and Conditions provided below are important and set out the legal terms on which Safari Professionals Partners LLC, dba Rewild Safaris, together with its subsidiaries, corporate affiliates, travel partners, and representatives (collectively, "Rewild"), will provide services to you.

RELATIONSHIP WITH TRAVEL SERVICE PROVIDERS

Rewild Safaris does not own, manage, control, or operate any of the travel service providers with whom we make your travel arrangements. We serve as agents for certain travel service providers, including airline carriers, shuttle, taxi, automobile operators or other common carriers, and in-country service operators, and we make your travel arrangements with these Travel Service Providers in accordance with their terms and conditions (the "Travel Service Providers"). Should you have any questions concerning those, please contact either the Travel Service Provider or Rewild Safaris. All coupons, exchange orders, receipts, contracts and tickets issued by us or a Travel Service Provider are subject to applicable tariffs as well as any terms or conditions imposed by the Travel Service Provider.

Our sole knowledge and the expertise on which you may rely are in the making of travel arrangements. In the case of all travel arrangements the contract in use by the provider of such transportation or lodging, shall constitute the sole contract between the passenger and such travel supplier.

PHOTOGRAPHY AND MEDIA

Rewild Safaris may create photographs, audio recordings, video recordings, and other forms of digital and electronic media ("Recordings"), of its safaris and safari travelers. Safari travelers grant Rewild Safaris express permission to do so and for Rewild Safaris to use all Recordings for promotional or commercial use without payment of any compensation. Travelers grant Rewild Safaris and its affiliates a worldwide, irrevocable, perpetual, royalty-free right and license to use, reproduce, distribute, display, and create derivative works of any Recordings for promotional, educational, commercial, or any other lawful purpose.

CANCELLATION POLICY

Cancellation by Rewild Safaris. Rewild Safaris reserves the right to cancel or withdraw the safari and all associated travel plans and services prior to departure and to decline to accept or retain any person as a participant of the safari if their actions impose upon or disturb the other participants of the safari. The right is also reserved to amend the itinerary should it be found necessary for the benefit of the participants of the safari or for other reasons.

Cancellation by Travelers. All cancellations must be submitted in writing and are subject to the following cancellation fees:

- The deposit generally covers the costs of canceling the services already booked, if the cancellation notice is received in our office no later than 180 days prior to the first day of your safari. If the fees charged by our suppliers exceed the deposit, an extra charge may apply.
- Cancellations received in our office less than 90 days prior to the first day of your safari are subject to cancellation fees of 100% of the safari price.

- Refunds for any services that are voluntarily not used will not be issued.

FORCE MAJEURE

We are not responsible for events of force majeure including disease, acts of war, terrorist attacks, unfavorable weather conditions, earthquakes, political instability, strikes (including by Travel Services Providers, airlines, properties or air traffic controllers) or for inadequate visas or passports. All instances of force majeure will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case, Rewild Safaris will not be liable as a result of the inability to meet such obligations.

RELEASE OF LIABILITY

You acknowledge that travel to remote or developing regions, interaction with wildlife, outdoor activities, and certain modes of transport inherently involve risks. These may include, but are not limited to, hazards of traveling in areas without adequate medical facilities, political or social unrest, forces of nature, and travel over difficult terrain. By voluntarily participating, you accept and assume all risks associated with such travel.

To the maximum extent permitted by law, Rewild Safaris will not be liable for:

- any services that the Travel Service Providers make available to you,
- for the acts, errors, omissions, representations, warranties or negligence of any such Travel Service Providers, or
- for any personal injuries, death, property damage or other damages or expenses resulting from the above.

To the maximum extent permitted by law and subject to the limitations in these Terms, Rewild Safaris will not be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from the use of Rewild Safaris' services, whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Rewild Safaris has been advised of the possibility of such damages.

If Rewild Safaris is found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were reasonably foreseeable by both you and us, actually suffered or incurred by you, and directly attributable to Rewild Safaris' actions.

DISPUTES AND ARBITRATION

You and we mutually agree that any disputes between us arising out of or relating in any way to our Rewild Safaris' services, these Terms and Conditions, and any services or products provided by us or any of our subsidiaries, Travel Service Providers, or companies offering products or services through us, ("Claims"), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, our subsidiaries, Travel Service Providers, or any companies offering products or services through us (which are intended third-party beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their

underlying claims are in relation to your use of the travel services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.

Small claims court matters. Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding. Further, if the claims asserted in any demand for arbitration is within the small claims court's jurisdictional limit, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AAA rules, by notifying the other party of that election in writing.

No class actions or representative proceedings. You and we agree that all proceedings to resolve Claims will be conducted only on an individual basis and not in a class or representative action. The arbitrator may not consolidate more than one party's Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a jury trial.

Arbitration rules and governing law. This Arbitration Agreement is a "written agreement to arbitrate" evidencing a transaction in interstate commerce. The Federal Arbitration Act ("FAA") governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA's Consumer Arbitration Rules or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org. The arbitrator shall apply the law of the State of North Carolina, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.

Commencing arbitration. To initiate arbitration, you must file the Demand with the AAA as specified in the AAA Rules. The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879.

Arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference.

Attorneys' fees and costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules, and where appropriate, limited by the AAA Consumer Rules. In order to initiate arbitration, each party will be responsible for paying the filing fees required by the AAA, which are approximately equivalent to current court filing fees. In the event that you are able to demonstrate that the costs of

arbitration will be prohibitive as compared to the costs of litigation, or you would otherwise be eligible for a fee waiver in court, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim, or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

Arbitrator's decision. There is no judge or jury in arbitration, and court review of an arbitration award is limited under the FAA. The arbitrator's decision will include the essential findings and conclusions on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Severability and survival. If any portion of this Disputes and Arbitration Provision is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of the Provision will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual Claims in arbitration.

INTERNATIONAL TRAVEL

When you book international travel reservations with third-party suppliers or plan international trips, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For passport and visa requirements, please consult the relevant embassy or consulate for information. Because requirements may change at any time, be sure to check for up-to-date information before booking and departure. Rewild Safaris accepts no liability for travelers who are refused entry onto a flight or into any country because of the traveler's failure to carry the travel documents required by any airline, authority or country, including countries the traveler may be passing through en route to his or her destination.

It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Rewild Safaris urges travelers to investigate and review travel prohibitions, warnings, announcements and advisories issued by their own governments and destination country governments prior to booking travel to international destinations.

Rewild Safaris does not represent or guarantee that international travel is without risk and is not liable for damages or losses that may result from international travel.

COMPLIANCE WITH LOCAL LAWS

By participating in any safari, tour, or event organized by Rewild Safaris, you agree to comply with all local, regional, and national laws, regulations, and customs of the countries and locations you visit. Failure to adhere to these laws may result in immediate removal from the safari or tour without refund.

Rewild Safaris assumes no responsibility for any legal issues, fines, or penalties that may arise from a participant's unlawful actions. Should you encounter legal challenges due to non-compliance with local laws, you will be solely responsible for handling and paying any associated costs, including legal fees, fines, or other penalties.

TRAVEL INSURANCE RESPONSIBILITY

You acknowledge that it is solely your responsibility to evaluate and obtain travel insurance. Rewild Safaris is not responsible for any denial of claims by insurance providers or any financial losses you may incur if you choose not to secure insurance coverage.

Rewild Safaris strongly recommends that you purchase comprehensive travel insurance to protect against unexpected losses and emergencies. This coverage may include, but is not limited to, trip cancellation or interruption, medical expenses, emergency medical evacuation, repatriation, baggage loss or delay, and personal liability. Travel insurance policies vary; it is your responsibility to understand the scope, limits, and exclusions of any policy you purchase. Make sure your chosen policy adequately covers any specific needs or risks related to the safari or travel experience, including activities such as wildlife viewing, hiking, and any other potentially hazardous activities.

In the event that you do not purchase travel insurance or your coverage is insufficient, you accept full responsibility for any costs, losses, or damages arising out of or relating to medical treatment, evacuation, trip interruptions, cancellations, or any other unforeseen circumstances.

Rewild Safaris is not responsible for any loss, damage, or theft of personal property during your travels. You agree that all replacement and/or repair costs for personal belongings remain your sole responsibility if not covered by your insurance.

If you must extend your stay or alter your travel arrangements for any reason (e.g., illness, natural disaster, personal emergency) and such changes are not covered by your insurance policy, you will be liable for all additional accommodation, transportation, and associated costs.

HEALTH RECOMMENDATIONS

To enjoy your travels to the fullest, you should be in good physical and mental health. Any physical disability requiring special attention or treatment must be reported in writing to Rewild Safaris when the reservation is made. Rewild Safaris reserves the right to refuse or revoke travel to anyone who is, in the sole judgment of Rewild Safaris, in such physical or mental condition as to be incapable of group travel or who may require care and attention beyond that which Rewild Safaris can provide.

To assist you in preparing to make the most of your safari, you will receive a detailed personal pre-departure Safari Guide after you register for your safari. We strongly recommend you read it thoroughly when you receive it and, again, a few weeks before your departure. You may call us at any time for answers to your questions.

SCHEDULES & FARES ARE SUBJECT TO CHANGE AND MAY RESULT IN PRICE INCREASES

Schedules, flight times, hotel accommodations, and other components of your safari or travel package may be subject to change for reasons beyond the control of Rewild Safaris. Such changes may occur due to alterations in airline schedules, route adjustments, operational requirements, fluctuating exchange rates, fuel costs, or other circumstances. Changes imposed by third-party suppliers may result in fare increases or surcharges.

In the event of a price adjustment or schedule modification, Rewild Safaris will make every reasonable effort to inform you as soon as possible. If time permits, you will be given the option to accept the revised arrangements, pay any applicable difference in cost, or, where applicable, cancel your booking subject to the terms of the Company's Cancellation Policy.

ACCEPTANCE

By making a booking or otherwise engaging Rewild Safaris' services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. These Terms and Conditions will govern both your current travel arrangements and any future travel arrangements made by or through Rewild Safaris, unless otherwise specified in writing. Rewild Safaris reserves the right to update or modify these Terms and Conditions at any time, and such changes will apply to all existing and future bookings. Your continued use of Rewild Safaris' services following any amendments constitutes your acceptance of the revised Terms and Conditions. If you do not agree to these Terms and Conditions, you should refrain from making a booking or using Rewild Safaris' services.

I certify that I have read, understand and accept the terms and conditions including the Cancellation Policy above.

1. I am aware that medical services or facilities may not be readily available during all or part of my trip. This includes emergency medical care, presence of physicians, and adequate medication. I hereby release Rewild Safaris, their staff and safari escorts from liability in case of accident or illness while I am participating in this safari and do further agree to absolve from all responsibility Rewild Safaris, their staff and safari escorts from all loss, damage or expense which I may incur by reason of any such accident or illness.
2. I shall be responsible for all uninsured medical expenses.
3. I hereby authorize necessary hospitalization and/or treatment while I am participating in this safari.
4. I assume the risk for traveling in countries where standards of safety, maintenance, and health may not be common to those in the United States.
5. I agree to provide Rewild Safaris with a copy of my international flight confirmations.
6. I understand that weather and other conditions may necessitate changes in the activities and schedule of this safari.