

TERMS AND CONDITIONS APPLICABLE TO TOURS ORGANIZED BY
WANDERING OWL AS

1. GENERAL

These terms and conditions (the "Terms and Conditions") apply to the tours organized by Wandering Owl AS (the "Tour"). Wandering Owl AS is a Norwegian organization legally registered in the Norwegian Companies Registry with number 914 424 585 (the "Company"). These Terms and Conditions, as amended by the Company from time to time, are approved and agreed upon by the Customer and/or his or her Agent at the time of completing their booking by paying the Tour fees in full, or by paying a Prepayment for a Customized Tour. All definitions in the Company's Tour descriptions shall apply to these Terms and Conditions unless otherwise stated herein. The Terms and Conditions shall bind the Customer and/or his or her Agent irrespective of these being natural or legal persons, and for the latter, irrespective of their type of legal structure. The "Company", "Customer" and "Tour" terms have the meaning set out in the Tour as, when and if applicable.

Each activity sold by the Company and operated by a partner provider may be regulated by their own terms and conditions and will bind the Customer and the partner provider. For the avoidance of doubt, the Company acts strictly on an agency basis only when selling activities operated by the partner provider and will not be a legal party in those terms and conditions.

2. JOINTLY AND SEVERALLY LIABILITY

If the Customer and/or his or her Agent under the Tour is more than one natural and/or legal person, or the Tour involves several natural and/or legal persons (as the case may be), each person will be jointly and severally liable for the obligations that are undertaken by the Customer and/or his or her Agent under the Tour. In the event of a reorganization of the legal structure or the business which causes that the Tour is going to be transferred to a new legal entity, then the Customer and/or his or her Agent shall ensure that the new legal entity adheres to all obligations in these Terms and Conditions and under the Tour.

3. COMMUNICATIONS

The Customer and/or his or her Agent must facilitate a telephone number and an email address for each individual Customer participating in the Tour. The Company will use these to provide information to the Customer and/or his or her Agent in the event of changes, including cancellations and rescheduling of the Tour. It is the Customer's and/or his or her Agent's responsibility to check their email and communication devices and act upon the information sent by the Company prior to the start of the Tour. For the avoidance of doubt, the Company fulfills its diligent communication duties towards the Customer by sending the relevant additional information about the Tour, if any, to one of the available means of receiving written communications provided by the Customer.

The Customer may send written communications to the Company using the following email address: info@wanderingowl.com, or by sending a written message to the Company's telephone number: +47 4846 0081.

The Customer may also access important information about the Tour in the Frequently Asked Questions in the Company's webpage: www.wanderingowl.com.

Verbal communication during the Tours will happen in English and it is the Customers responsibility to be able to communicate effectively in English, especially in relation to their obligations arising from these Terms and Conditions.

4. CANCELLATION RIGHTS AND REFUNDS. BOOKING TRANSFERS.

4.1 The Customer and/or his or her Agent will get a full refund of the Tour fees if they send a written cancellation for the Tour at least 10 days before the start of the Tour. If the Customer wishes to transfer a booking within this period, a 25% transfer fee will be charged.

The Customer and/or his or her Agent will get a 50% refund of the total Tour fees if they send a written cancellation for the Tour between 5 and 9 days before the start of the Tour. If the Customer wishes to transfer a booking within this period, a 50% transfer fee will be charged.

The Customer and/or his or her Agent will not be entitled to a refund if they send a written cancellation of the Tour 5 days or less before the start of the Tour, nor if they fail to attend the Tour. No transfers are available during this period and the Customer will forfeit 100 % of the total Tour cost.

4.2 The Company reserves the right to unilaterally cancel the Tour due to safety, weather or other

conditions that may severely affect the Tour. If the Company decides to exercise its cancellation right, the Company will contact the Customer and/or his or her Agent to propose a reschedule of the Tour to another date or another Tour, according to both the Company's and the Customer's and/or his or her Agent's availability. If there is no agreement reached between the Customer and/or his or her Agent about the reschedule of the Tour, the Customer and/or his or her Agent will get a full refund of the Tour fees.

4.3 For the avoidance of doubt, a Tour that starts (i.e. is not cancelled by the Company) will not be refunded due to any assessment of the weather conditions by the Customer's and/or his or her Agent's or any third party, or otherwise under any circumstances other than those stated in Section 9 in these Terms and Conditions.

5. ENVIRONMENT, HEALTH, SUITABILITY AND SAFETY POLICY. SAFETY EQUIPMENT.

5.1 General safety during the Tour

The Company organizes the Tour to ensure that the Company's employees who participate in the Tour perform their work in a manner that protects the Company and its Customers from environmental, health, and safety risks, minimizing our impact on the environment.

The Customer and/or his or her Agent acknowledges his or her obligation to comply with Norwegian laws and regulations at all times during the Tour, and to apply due diligence and care in order to maintain and promote or, at a minimum, not jeopardize, their own safety and the safety of the other Customers in the Tour.

First aid equipment will be available during the Tour, as well as mobile phones in case of emergency.

The telephone number for medical emergencies in Norway is 113.

The Customer will participate in head counts and roll calls conducted by Wandering Owl AS's representatives for group control purposes. Failure to participate may result in the Customer's admission to the Tour be withdrawn without refund.

5. Participants are to assume the conditions may be cold and the walking surfaces slippery, uneven, unstable or otherwise.

Smoking is strictly not permitted inside the Company's vehicles. Under no circumstances will a Customer smoke within 10 meters distance to our vehicles, offices, the Company's representatives or other Customers.

5.2 Admission to the Tour. Identification of the Customer and other legal restrictions.

The Company reserves the right to request official identification of the Customer, i.e. a passport or valid photo identification card with personal identification number. In case of failure to provide the aforementioned identification by the Customer, the Company may refuse admission to the Tour without refund.

The Company reserves the right to refuse admission, or to withdraw admission, to the Customer based on legal compliance and safety concerns. The Company's employees participating in the Tour may exercise these rights at their discretion, to the best of their knowledge and experience and according to the Norwegian laws and regulations. A full refund of the Tour fees will be given under such circumstances, unless these circumstances were created directly or indirectly by the Customer as a result of the Customer's willful or negligent actions. Verbal or otherwise any type of assault against the Company's employees or other Customers will grant immediate withdrawal of the Admission to the Tour and any costs related to the safe return of the assaulter will be arranged by the Company at the assaulter's expense.

5.3 Health issues relevant to the Tour's safety. Suitability.

The Customer and/or his or her Agent acknowledges his or her obligation to notify the Company about any health issues, including current medication, if any, which may affect the personal safety of the Customer or the safety of other Customers in the Tour.

The Customer and/or his or her Agent acknowledges their ability to cope with the physical challenges that the Tour may pose, especially in the light of their own personal fitness level and medical history. Bookings must be completed by adults 18 years old and above. Younger Customers can participate in the Tour when accompanied by adults, who will then be responsible for their suitability to join the Tour. The Customers who are parents or guardians of other Customers are responsible for the behavior and supervision of the latter. Wandering Owl AS do not offer babysitting, supervision of minors, entertainment or any type of childcare.

The Company's representatives have the right to refuse admission to the Customer if they deem the activity/ies involved in the Tour to be physically and/or mentally too demanding. The Customer and/or

his or her Agent are responsible to assess the ability of the Customer to participate in the activities before the time of booking. Wandering Owl AS recommends participants under 18, over 60 or those with any medical condition see a doctor and obtain a medical certificate granting them medical clearance for participation in activities in the Arctic wilderness before booking. The Company reserves the right to ask participants to provide the Company with this medical certificate and may refuse admission to the Tour if the Customer fails to produce it. No refunds are given under these circumstances.

5.4 Safety Equipment.

The Company lends suitable safety equipment for the use of the Customer on each Tour as described in the Tour description. Wandering Owl AS will provide safety equipment at the closest available size to each Customer and therefore does not guarantee a perfect fit for all equipment.

Any loss or damage to our equipment as a result of the Customer's willful or negligent actions will be charged to the Customer's credit card used in the booking. Wandering Owl AS will provide the entire price list for replacement, retrieving or repair of the Company's equipment upon written request.

Thermal suits and boots are safety equipment necessary for some of the activities for thermal protection and for visibility. The Company strongly recommends these to be used by Customers attending the following Tours: AURORA HUNT, STAR WALK and winter TAKE A WALK ON THE WILD SIDE. Depending on the weather conditions and at the Company's employees discretion, the use of the safety equipment may become mandatory.

Wandering Owl AS cannot provide the safety equipment if the Customer and/or his or her Agent does not provide the Company with the correct size information or if the Company does not receive this information. There is a simple size guide available on our website.

5.5 Transport.

Wandering Owl AS provides transport in most instances for a Tour. Damages to the Company's vehicles arising out of or in connection with the Customer's willful or negligent actions will be billed to the Customer.

6. PRODUCTION OF PHOTOGRAPHIC MATERIAL DURING THE TOUR.

The Company provides free websized resolution photographs taken by the Company's employees during the Tour. The original resolution photographs will be made available for sale to the Customer after the Tour.

The Company's employees will provide the Customer with guidance and support about the right settings of the Customer's camera as well as taking pictures of the Customer during the Tour. The Customer will receive the Company's pictures by email as soon as practically possible after the Tour. The Customer and/or his or her Agent provides free, global and irrevocable consent to the use of the images taken during the Tour, including their use for advertising and promotional purposes in any media chosen by the Company, unless otherwise stated in writing by the Customer.

All the photos provided to the Customer by the Company (purchased or for free) will remain the Company's intellectual property exclusively. The Customer is allowed to use and print them for private use only, strictly excluding commercial use, and to share them on social media and photo sharing platforms, under the condition that the Company's watermark remains visible. Using photographic materials to promote any commercial activity that is not strictly related to Wandering Owl or publishing Wandering Owl's photographic material in paper media requires Wandering Owl's prior written permission.

7. PAYMENT TERMS

7.1 Individual Tour fees.

The Tour fees apply to each individual Customer participating personally in the Tour, and shall be prepaid in order to complete the booking for the Tour.

The applicable individual Tour fees for each type of Tour are updated and available on the Company's booking system and in the booking systems of the Company's partners, resellers other entities authorised to sell the Company's Tours, and may differ depending on the date of the Tour and the terms and conditions applied by the aforementioned entities. The Customer may access the Company's booking system and current Tour fees for any scheduled Tour at <http://www.wanderingowl.com/>

7.2 Currency and foreign exchange risk.

All Tour fees and other fees and money sums payable to the Company are payable in Norwegian kroner (NOK), unless payment of the Tour fees in another currency is previously accepted in writing by the Company.

In any case, all payments to the Company will be always considered as executed in NOK, and for the net amounts effectively received by the Company in the Company's bank account. The Customer assumes their own foreign exchange risk for any fluctuations of the Customer's own currency value versus NOK. For the avoidance of doubt, foreign exchange risk is a risk fully undertaken by the Customer, and the Company fulfills its obligations in full by accepting from the Customer no less than the Tour fees received and converted into NOK, regardless of the original currency in which the Customer ordered his or her payments. Correlatively, the Company fulfills its obligations in full by wiring to the Customer, if applicable, any due amounts as calculated in NOK, regardless of the original currency and currency value versus NOK in which the Customer ordered his or her original payments.

7.3 Bank fees

The Customer receiving or wiring any monies via bank transfer to the Company assumes all standard bank fees and costs applicable to the bank transfer, as charged by both the international and domestic banks involved in the international payment.

7.4 Taxes

The Tour fees include value-added tax as applicable and other applicable charges or taxes in Norway. If the Customer and/or his or her Agent is obliged to make any deduction or withholding on account of any tax of any nature, the amount payable shall be grossed up to the extent necessary to ensure that, after such deduction or withholding, the amount otherwise payable to the Company remains unchanged. No payments made to third parties by the Customer and/or his or her Agent shall reduce the amounts owed by the Customer and/or his or her Agent to the Company. The Customer and/or his or her Agent is not entitled to make any set-offs or similar with regard to the fees, reimbursements of expenses and other sums payable by the Customer and/or his or her Agent to the Company. The Company shall be entitled to deduct the Transaction Fee, as amended from time to time by the Company, from any amounts due to the Customer and/or his or her Agent prior to transferring the net amount to the Customer and/or his or her Agent.

7.5 Customized Tours. Prepayments and Service Fees.

The Customer and/or his or her Agent agrees, upon request, to the extent reasonable in relation to the scope of the Tour, to pay an amount to cover the Company's expenses for the preparation of a Customized Tour equivalent to no more than 20% of the total expected Tour fees. If the Customer finally purchases the Customized Tour, this Prepayment will be applied to the payment of the total Tour fees, therefore reducing the net Tour fee amount due to the Company. If the Customer decides not to purchase the Customized Tour, the Company will charge a service fee for the preparation of the Customized Tour and issue a final invoice to the Customer for the amount of the Prepayment. The Customer will in this case no longer be entitled to any claim or reimbursement rights on the Prepayment amount. For the avoidance of doubt, Prepayments are not refundable.

The Customer and/or his or her Agent agrees that expenses from external providers may be invoiced directly by such providers to the Customer if the Company so wishes.

Other Service Fees related to Customized Tours. The Company may apply a service fee for changes ordered by the Customer in relation to a Customized Tour for which a Prepayment has been made. These fees will be calculated as 5% of the value of the Tour service affected by the change, with a minimum of NOK 250. At the discretion of the Company, these amounts due to Other Service Fees will be invoiced jointly or separately, both within themselves, and in relation to the Service Fees and/or Prepayments.

8. COMPLIANCE

The Company shall, in connection with the Tour, comply with all applicable legal and regulatory provisions in Norway, including regional government and municipal regulations.

The Customer and/or his or her Agent acknowledges his or her obligation to comply with Norwegian laws and regulations at all times during the Tour.

9. LIMITATION OF LIABILITY

The Customer and/or his or her Agent accepts that neither the Company nor any of its or their respective owners, directors, officers, employees, consultants and agents shall be liable to the

Customer and/or his or her Agent or any of its directors, officers, employees or agents for any claim, loss, damage, injury, death, liability, cost or expense suffered by the Customer and/or his or her Agent or any such other person arising out of, or related to, the Tour, except if caused by gross or willful negligence on the part of the Company. The Company shall under no circumstances be liable for any indirect or consequential losses. In particular, but not limited to, the Company shall under no circumstances be liable for any expense, loss or miss of previously booked activities, flights or other transport connections, related to delays in the execution of the Tour. The Company reserves the right to choose routes and itineraries or alter schedules without prior notice as it may deem fit to the best of its or their knowledge for the execution of the Tour in the best interest of the Customer and/or his or her Agent. The Company's liability towards the Customer and/or his or her Agent shall in all circumstances be limited to the fees due and payable by the Customer and/or his or her Agent to the Company under the Tour.

The Customer must have their own travel insurance.

10. INDEMNIFICATION

The Customer and/or his or her Agent accept to indemnify, defend and hold harmless the Company and its respective owners, directors, officers, employees, consultants and agents (each an "Indemnified Person") from and against all claims, actions, proceedings, demands, losses, damages, liabilities, costs and expenses; (i) arising out of or in connection with any untrue statement or alleged untrue statement of a fact, any material omission or alleged material omission or misleading statement contained in any published review or information disclosed or published by the Customer and/or his or her Agent in connection with the Tour; (ii) otherwise arising out of or in connection with the Tour or any other matter or activity referred to or contemplated by the Company in any of its Tours or which arise out of any breach by the Customer and/or his or her Agent of any of its obligations and duties in connection with the Tour, which any Indemnified Person shall be reimbursed by the Customer and/or his or her Agent promptly on demand, including, but not limited to, those incurred in connection with the investigation of, preparation for or defense of, any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto.

Provided that in the case of (ii) above only, there shall be excluded from such indemnification any such claims, losses, damages, liability, costs or expenses that arise primarily out of or are based primarily upon any action or failure to act by the Company (other than an action or failure to act undertaken at the request or with the consent of the Customer and/or his or her Agent) that constitute gross or willful negligence on the part of the Company.

11. NO THIRD PARTY RIGHTS

The Company has been engaged by the Customer and/or his or her Agent only, and the Customer and/or his or her Agent's engagement of the Company shall not be deemed to be on behalf of, and is not intended to confer rights upon any other person not a party hereto. Advice (including any opinion or report) whether written or oral made by the Company to the Customer and/or his or her Agent may only be used and relied upon by the Customer and/or his or her Agent and may not be used or relied upon by any third party and may not be disclosed to any third party, without the prior written consent of the Company, other than the Customer and/or his or her Agent's professional advisers who may place no reliance on such advice.

12. SEVERABILITY

Each provision of the Tour and of these Terms and Conditions is severable and, if any provision is or becomes invalid or unenforceable or contravenes any applicable regulations or law, the remaining provisions shall not be affected.

13. ENTIRE AGREEMENT

The Tour and these Terms and Conditions set out the entire agreement and understanding between the Customer and/or his or her Agent and the Company in connection with the Tour. Any subsequent changes hereto shall be agreed upon in writing.

14. CHOICE OF LAW AND JURISDICTION

The Tour and the Terms and Conditions shall be governed by Norwegian law and the parties accept the exclusive jurisdiction of the Tromsø City Court.

CUSTOMER DATA PRIVACY POLICY

1 The Registrar and Registry Contact

Name: Wandering Owl AS
Org. nr. 914424585

Address: Strandvegen 41 B
9007 Tromsø
NORWAY

Phone: +47 4846 0081

2 Data Controller

Data controller: Wandering Owl AS

Contact person in matters regarding this Privacy Policy is Maarit Valkonen (maarit@wanderingowl.com).

3 Customer Register

The Customer Register deals with the Customers who have booked a tour with Wandering Owl AS (hereinafter referred to as "the Company") directly on Wandering Owl web page or through a reseller such as Viator or VisitTromsø. The register is held in the booking system the Company uses, currently Zau.

4 Purposes and basis for processing

The purpose of handling the Customer's personal data is for the Company to be able communicate with the customer before and after the tours and access needed information relevant for the tour the customer has booked.

In addition, the use of existing Customers' personal data is aimed at direct marketing of services and products of the Company.

5 Personal data to be processed

Using its Customer Register, the Company processes the following Personal Customer Information:

- customer's name
- customer's contact information (e-mail address, address and telephone number)
- credit card information related to the payments made (Stripe)
- customer's health related information (if provided by the customer, non-obligatory for booking)
- country

6 Regular sources of information

Personal information is collected from the Customers themselves via online booking system (Zau) on the Company's web page or resellers (Viator, VisitTromsø).

7 Regular transfers of personal data

Personal data shall not be disclosed to third parties.

Personal Data can be exceptionally transferred to the Company's partners on behalf of the Company for the purposes of offering the Customer an optional tour e.g. in case of cancellation or change of tour date. The Customer will always be informed about such transfers beforehand.

8 Retention of personal data

The User's personal data will be retained only for as long as necessary to fulfil the purposes defined in this Policy.

9 Registered Rights

The Customer has the right, at any time, to object to the processing of his/her personal data for direct marketing purposes.

In addition, the Customer is entitled, at any time, to demand compliance with applicable data protection laws, namely:

- to receive information regarding the processing of his/her personal data;
- to obtain access to their personal information and verify how this personal data is processed by the Company;
- to demand rectification and/or supplementation of erroneous and/or insufficient personal data; - to demand the removal of their personal data;
- to object to the processing of his/her personal data on a basis related to their personal situation, even if the processing of personal data is the legitimate interest of the Company;
- to obtain personal data in a convertible format and transfer such information to another Registrar, provided that this particular Customer has personally supplied his/her personal information to the Company; and
- to demand a restriction in the processing of their personal data.

The Customer must submit a request for the implementation of the aforementioned rights, using contact details shown in this document. The Company may ask the Customer to specify the details of his/her request in writing and to confirm the Customer's identity, before processing this request.

10 The right to appeal to the supervisory authority

The Customer has the right to file a complaint with the relevant supervisory authority or with the supervisory authority of the EU Member State where the Customer's place of residence or work is located, if the Registrant considers that the Company has not processed the personal data in accordance with applicable data protection legislation.

11 Security

Any digitally processed personal data is protected and stored in the Company's information system, access to which is limited only to persons who need this information for performing their legitimate duties. These individuals have access to their respective personal usernames and passwords.

12 Contacts

Requests for the use of the Customer's rights, questions concerning this Privacy Policy, and other inquiries should be sent to info@wanderingowl.com and addressed to the Company's contact person mentioned in section 2.

13 Changes to this Privacy Policy

This Privacy Policy can be updated from time to time, for example, following changes in legislation. We strive to use all reasonable means to inform the Customer well in advance of any changes and their effects.