



## Terms and Conditions

Please read this information carefully, as payment of a deposit represents your acceptance of the following Terms and Conditions. These Terms and Conditions apply to all Smithsonian/Compagnie du Ponant and its Affiliates ("PONANT") Cruises booked on or after January 1, 2021, but do not apply to other Smithsonian Journeys. Please visit <https://www.smithsonianjourneys.org/terms-conditions/> to see the Terms and Conditions for those tours.

### Our Mission

Smithsonian Journeys engages participants in the mission of the Smithsonian – "the increase and diffusion of knowledge." Like the Institution, our tours enrich our participants' lives and inspire their curiosity about the world. Your participation benefits the work of Smithsonian's 19 museums, National Zoo, and nine research centers, helping to preserve our national treasures and shape the future through science, research, and exhibitions.

**Eligibility:** Anyone under 18 must be accompanied by a parent or guardian for the entire cruise. Some itineraries may have minimum age requirements.

**Basis of Cruise Price:** All prices are based on two persons sharing a cabin, unless otherwise noted in the itinerary, and are quoted in U.S. dollars.

### What Is Included in the Cruise Price

- Services of an experienced Expedition Leader, Smithsonian Journeys Expert(s) and local guides throughout the program.
- Accommodations and meals as noted in itinerary ((B-breakfast; L-lunch; R-reception; D-dinner).
- Complimentary open bar aboard ship, including select wines served with lunch and dinner.
- Excursions, activities, sightseeing, and visits led by local specialists and/or highly qualified guides as noted in the itinerary.
- Internal airfare, if noted in the itinerary.
- Pre-tour educational information, including a reading list.
- All on-tour transportation, unless otherwise noted.
- All gratuities, unless otherwise noted in the cruise price information.
- Group airport transfers at starting and ending points on international cruises.

### What Is Not Included in the Cruise Price

- Airfare and related fees, unless otherwise noted as included in the itinerary.
- Passport and all visa fees; any other travel documentation; immunizations and medications, as required.
- Transfers to and from home airport. Transfers at starting and ending points of cruise on domestic cruises and, if not using or meeting group transfer, on international cruises.
- Activities, excursions or extensions noted as optional or any special pre or post cruise arrangements
- Cruise cancellation/trip interruption/ baggage/accident insurance. Visit [TravelGuard.com/SmithsonianJourneys](https://TravelGuard.com/SmithsonianJourneys) to learn more.
- Personal expenses such as laundry, telephone and alcoholic beverages (excluding wine and beer), meals other than specified in the itinerary.

- Any other items not specifically mentioned as included.

### **Reservations and Payments**

To reserve your place, please call a Travel Specialist at 1-855-330-1542 Mon-Fri. 9am – 6pm (Eastern Time) or use our secure online system at [SmithsonianJourneys.org](https://SmithsonianJourneys.org). Submitting an online request does not guarantee space on a tour. You will be notified by a Travel Specialist of your status within one business day of receipt of your reservation.

A deposit of 25% of the cruise price is required to reserve space on a cruise. Deposits are applied toward final payment of the cruise price.

For Cruises booked on or before September 30, 2021, for Cruise departures on or before March 31, 2022:  
Final payment is due 30 days prior to departure.

For reservations received within 30 days of departure, upon confirmation of reservation, payment in full is due immediately.

For Cruises booked on or after October 1, 2021, and/or for Cruise departures on or after April 1, 2022:  
Final payment is due 90 days prior to departure.

For reservations received within 90 days of departure, upon confirmation of reservation, payment in full is due immediately.

All payments must be made by credit card. If full payment is not received by the final payment due date, your place cannot be guaranteed on the cruise.

If the cruise of your choice is fully subscribed, you may choose to be placed on a waitlist. If confirmation is not possible, all payments made will be refunded in full. Late registration confirmation procedures apply to any participant who is transferred from the waitlist to the cruise within the designated late registration period for that cruise. Individuals on the waitlist will be contacted if space becomes available and can inquire about cruise status by contacting a Travel Specialist. If you choose to withdraw from a waitlist, please notify us.

### **Cancellation and Refund Policy**

Cancellation by participant: Following confirmation of a reservation, a participant's withdrawal from the cruise for any reason, including, but not limited to, illness, injury, family engagements, work-related issues, or geopolitical concerns, etc., will be deemed a cancellation. **Please understand that there will be no exceptions to our cancellation policy.**

Cancellations must be made in writing (an e-mail to [SJReservations@si.edu](mailto:SJReservations@si.edu) is acceptable), and take effect when you receive an e-mail confirmation of your cancellation. Per person cancellation fees are based on the date written notice is received by Smithsonian Journeys. The following cancellation charges will apply:

For Cruises booked on or before September 30, 2021, for Cruise departures on or before March 31, 2022:

- Cancellations within 15 days of booking: No Cancellation Fee for the cruise service only
- Cancellations made more than 15 days after booking through 181 days before departure: \$250 per passenger and per cruise for the cruise service only.
- Cancellations made from 180 – 31 days prior to departure date: The 25% deposit will be remitted in the form of a Future Cruise Credit.

- Cancellations made less than 31 days prior to departure: 100% of Cruise Price. This policy also applies to payments of deposits and final payments for pre and post tour extensions and extra arrangements arranged by PONANT for participant.

For Cruises booked on or after October 1, 2021, and/or for Cruise departures on or after April 1, 2022:

- Cancellations within 15 days of booking: No Cancellation Fee for the cruise service only
- Cancellations made more than 15 days after booking through 181 days before departure: \$250 per passenger and per cruise for the cruise service only.
- Cancellations made from 180 – 91 days prior to departure date: Full deposit
- Cancellations made less than 91 days prior to departure: 100% of Cruise Price. This policy also applies to payments of deposits and final payments for pre and post tour extensions and extra arrangements arranged by PONANT for participant.

Cancellation by PONANT or withdrawal of sponsorship by Smithsonian Journeys. PONANT reserves the right to cancel any cruise and/or Smithsonian reserves the right to withdraw its sponsorship from the cruise due to inability to operate the cruise or due to concerns about the safety, health or welfare of participants.

If a cruise is cancelled prior to departure, participants will receive a full refund of monies paid, except in the event that the cancellation is due to a significant event that makes it infeasible to operate the tour as planned, in which case the participants will receive a refund and/or travel credit equivalent to the amount paid by Participant. If Smithsonian's sponsorship is withdrawn from the cruise, Participant will have the option to continue with the cruise or receive a full refund of monies paid, except in the event that the cancellation is due to a significant event that makes it infeasible to operate the cruise as planned, in which case the participants will receive a refund and/or travel credit equivalent to the amount paid by Participant.

Cancellation by Smithsonian Journeys or PONANT while cruise is in progress: PONANT will provide participants a pro-rated refund or travel credit based on the number of days not completed on the cruise. If a Participant elects to leave a cruise in progress on their own volition, the participant will not receive any refund.

If your flights are delayed or if for any reason you are prevented from joining the cruise on the scheduled departure date and/or time, or if you choose to leave the cruise early, we cannot provide a full or partial refund or travel credit toward a future cruise.

Except for the refund or credit outlined above when Smithsonian Journeys or PONANT cancel a cruise, Smithsonian Journeys and PONANT have no responsibility for any expenses, including any non-refundable air expenses, incurred by the participants related to the cancelled cruise.

### **Changes to Your Reservation**

Up to 120 days before your departure, you may make a one-time change to your reservation, including moving to another departure date or another Smithsonian/PONANT Cruise, without any cancellation penalty. Your deposit will be applied to the new departure date or Smithsonian/PONANT Cruise. Changes are subject to availability and cannot be guaranteed. If your reservation changes from double occupancy to single occupancy for any reason or at any time, you will be charged the single supplement.

### **Air**

Your pre-cruise information will provide details on scheduling your individual flights.

We urge you to check airline cancellation penalties before purchasing airline tickets since international departure times and flights can change. Neither the Smithsonian Institution nor PONANT accepts liability for

cancellation penalties, or any other penalties related to domestic or international airline tickets purchased independently in conjunction with a cruise.

### **Single Accommodations**

A limited number of single rooms/cabins are available at an extra cost (a single supplement) on a first-come, first-served basis.

### **Special Travel Arrangements**

Participants may wish to extend their stay either before or after the cruise. Our travel specialists will work with you on these arrangements, dependent upon space availability.

### **Travel Documents and Information**

Participants are responsible for obtaining any documents required for their participation in the cruise such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the terms and conditions, and any extra costs incurred for rerouting or delay due to travel without the necessary documents will be the participant's responsibility. If not a U.S. citizen, participants should contact their embassy or consulate to ensure they obtain the proper documentation.

For all international departures, a passport valid for at least six months after the completion of the cruise, and with at least six blank pages, is required for U.S. citizens on all cruises. The U.S. Department of State no longer adds pages into U.S. passports. Applicants in need of additional pages in their valid passports must obtain a new passport. For more information on how or where to apply, please visit [Travel.State.Gov/ApplyEarly](https://travel.state.gov/ApplyEarly) or call the National Passport Information Center toll-free at 1-877-487-2778/1-888-874-7793 (TTY/TTD). Non-U.S. citizens should contact their passport office for information on required visas and other travel requirements.

For more information about traveling to destinations abroad, we recommend the "Learn about your destination" section on the U.S. Department of State travel website [www.travel.state.gov](https://www.travel.state.gov). For medical and immunization information, we recommend contacting the Centers for Disease Control and Prevention at (877) FYI-TRIP or [www.cdc.gov/travel](https://www.cdc.gov/travel)

**Health Considerations:** To enjoy the travel experience, participants should be in good physical and mental health. Participants should have sufficient stamina to keep pace with a full day of activities and should be able to walk over uneven terrain and climb stairs. Smithsonian Journeys will make reasonable efforts to accommodate participants with disabilities on all of its tours, but not all tours may be suitable for all participants. If you have any questions about your ability to participate in a cruise, please call us at 855-330-1542. Any physical condition, diet, or treatment requiring special attention or accommodation must be reported in writing when the reservation is made. Please contact Smithsonian Journeys for any questions about the participant's ability to join a cruise or if special accommodation to participate on this cruise is required.

**Please be aware that healthcare standards, facilities, and services abroad may vary depending on the destination.**

Smithsonian Journeys encourages participants to consult a doctor for specific medical advice about any activities or destinations. Certain cruises require each participant to obtain his/her physician's approval to join the cruise and in those cases, Smithsonian Journeys will send the participant a form for his/her physician to sign and return per instructions outlined in the pre-tour information. **Should you decide not to participate in certain parts of the cruise or not to use certain services included in the cruise, no refunds will be made for those unused parts of the cruise or services.**

**Itinerary Modifications**

Smithsonian Journeys and PONANT are committed to offering high quality travel experiences. If improvements in itineraries can be made, or unforeseen circumstances beyond our control make changes necessary, at our sole discretion, we reserve the right to vary itineraries and to substitute elements of the cruise. These elements include, but are not limited to hotels, staff, speakers, experts, itinerary stops and activities in the itinerary. Every effort will be made to carry out the cruise as planned but alterations may still occur after the final itinerary has been sent to you. Please note that weather and other conditions may force changes to the advertised sailing schedule.

**Travel Insurance**

Cruise cancellation insurance is available at an additional cost and is strongly recommended. To learn more about cruise cancellation insurance, visit [www.TravelGuard.com/SmithsonianJourneys](http://www.TravelGuard.com/SmithsonianJourneys).

**Photography and Video**

Smithsonian Journeys and PONANT reserve the right to take photographs or videos (or audio) during the cruise for the educational and promotional purposes of the Smithsonian or authorized third parties. This content may be used for promotional or commercial use. By making a reservation on a cruise, the participant agrees to allow his/her likeness to be used by Smithsonian or Smithsonian-authorized third parties without compensation to the participant. Participants who prefer that their voice and/or image not be used must notify us in writing prior to the beginning of the cruise.

Copyright in all photographs, video, and related materials created by a participant ("Participant Content") belongs to the participant upon creation. The participant grants to Smithsonian Journeys a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use any Participant Content provided to Smithsonian Journeys and/or Ponant in any media for editorial, educational and/or promotional use by Smithsonian.

**Smoking Policy**

Ships are non-smoking except in designated areas on outside decks (also applies to electronic cigarettes). Your pre-cruise information will provide further details.

**Privacy Policy**

Our privacy policy can be found at [www.smithsonianjourneys.org/privacy](http://www.smithsonianjourneys.org/privacy)

**Other Provisions**

Additional terms and conditions will apply and will be provided in the Passenger Ticket and Cruise Ticket to be provided prior to departure. Please review these terms and conditions carefully. Other provisions concerning, among other things, safety and health measures for group travel will be provided to all Participants prior to departure. Participants must agree to all such terms and conditions in order to participate on the cruise.

**Dispute Resolution**

If a complaint arises, the participant should first inform a member of the cruise staff, so that the staff can attempt to rectify the matter. If the issue remains unresolved, the individual should submit the complaint in writing to Smithsonian Journeys within 30 days of the completion of the cruise.

Smithsonian Journeys will make a good faith effort to resolve any dispute. In the event that any party is dissatisfied with the outcome of that dispute resolution process, such efforts shall not constitute a waiver by any party of the right to file suit.

Note: Any action or legal proceeding against the Smithsonian Institution in connection with your trip shall be brought only in a United States federal court of competent jurisdiction. Any action or legal proceeding against PONANT in connection with your trip shall be brought only in the Commercial Court in Marseille, France.

**READ CAREFULLY: RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER**

The cruises are organized and administered by PONANT. PONANT acts only as an agent for the respective suppliers by making arrangements for transportation, accommodations, and other services. Neither the Smithsonian Institution nor PONANT shall be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. The Smithsonian Institution and PONANT reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of tour participants.

The Smithsonian Institution and PONANT also reserve the right, without penalty, to withdraw the cruise announced, to decline to accept any person as a participant in a cruise, or to require any participant to withdraw from the cruise at any time (including, but not limited for inappropriate, or offensive behavior) when such action is determined by cruise staff to be in the best interests of the health, safety or general welfare of the group or the individual participant.

Dates, schedules, details, and costs, although provided in good faith based on information available at the time of publication on the website, in the brochure or catalog, are subject to change and revision.

**AS A CONDITION OF ACCEPTANCE OF ANY APPLICATION, EACH APPLICANT MUST AGREE TO THE STATEMENT SET FORTH BELOW:**

By making your reservation and deposit for this cruise, participant warrants that he or she has read carefully the Responsibility Statement and Liability Disclaimer set forth above, the schedule of activities for this cruise, as well as the terms and conditions of application and participation as set forth in the cruise materials, and recognizes and accepts any risk associated with the cruise and the conditions, including the refund policy, set forth above. The participant further acknowledges that there are many risks and uncertainties inherent in any travel, including, but not limited to the hazards of various modes of transportation, forces of nature including, but not limited to weather, flooding, and high/low water levels, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, widespread communicable disease outbreak (e.g. COVID-19, SARS, etc.) or other public health emergency event declared by local, State or Federal government order to be an epidemic, pandemic, public emergency or similar, quarantines, bites from or attacks by animals, insects, or pests, and damage to person or property due to the negligent acts or omissions of cruise staff or others. In consideration of, and as part payment for, the right to participate in the cruise, the participant, on behalf of himself, his dependents, heirs, executors, administrators and assigns, agrees to release the Smithsonian Institution, its Regents, officers, employees, representatives or agents, the United States, and PONANT and its officers, employees and agents, from liability for personal injury, death, property damage or loss suffered by any person in connection with this cruise, even if caused by the negligence (but not the reckless, willful, or fraudulent conduct) of cruise staff or other related persons or entities. In addition, by registering for this cruise, the participant certifies that he or she is mentally and physically capable of full participation in this cruise. By registering for a Smithsonian Journey, the participant agrees to the Responsibility Statement and Liability Disclaimer and the Terms and Conditions herein.

**Medical Authorization and Coverage:** In the event the participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the cruise who can direct participant's care, and Smithsonian Journeys or Ponant is unable to contact participant's emergency contact, the participant, by

registering and paying a deposit for the cruise, authorizes the provision of emergency medical treatment in the event of any injury or illness while participating in the tour including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care. In addition, the participant certifies that they have medical insurance which will cover personal accidents, medical expenses, loss of effects, and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the participant, and that in the absence of this medical insurance coverage, or for costs not covered by this medical insurance coverage, the participant agrees to pay all costs of rescue and/or medical services as may be incurred on the participant's behalf.

These Terms and Conditions apply to all Smithsonian/PONANT Cruises booked on or after January 1, 2021.