

Jack Brittingham's
TANZANIA
ADVENTURES
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TERMS & CONDITIONS

1. Reservations & Payment

1. Reservations can be made by contacting Tanzania Adventures Inc., hereinafter referred to as the "Company," or through a booking agent chosen by you.
2. Safaris are booked and confirmed only upon receipt of a deposit as follows:
 - (i) When you book a safari more than one year in advance of its start date, a minimum deposit of twenty five percent (25%) of the total daily rate is required. An additional twenty five percent (25%) of the total daily rate is due and payable on or before three hundred sixty five (365) days prior to the start of your safari.
 - (ii) When you book a safari one (1) year to ninety-one (91) days in advance of its start date, a deposit of fifty percent (50%) of the daily rate total safari cost is required.
 - (iii) There shall be no binding contract until a deposit is paid. When the Company acknowledges receipt in writing of the deposit to you, or through your agent, it shall be deemed to constitute acceptance and confirmation of the reservation.
3. The balance of your safari cost is due no later than ninety (90) days before the start of your safari. If the balance has not been received by that date, the Company shall be entitled to treat your reservation as cancelled, and subject to Paragraph 2 below.
4. Any reservation made within ninety (90) days of commencement of your safari may be accepted provided space is available, payment in full is received, and documents can be delivered before departure. The Company reserves the right to accept or reject any safari booking during this time frame in its sole discretion.
5. This Paragraph 1.5 is applicable to hunting safaris only: The price quoted to you for trophy fees is subject to change based on (i) an increase in the per trophy fee charged by the government of the country where your safari will take place and/or (ii) an increase or decrease in the total trophy fees as a result of a change in the number and/or species of trophies taken. In the event of an increase due to 1.5(i), you agree to make immediate payment to the Company upon their notification to you that the increase has occurred. In the event of an increase pursuant to 1.5(ii), you agree to make full payment of additional or actual trophy fees to the Company or provider of Outfitting services when requested, at the completion of your safari. In the event of a decrease pursuant to 1.5(ii), the Company will make the appropriate refund to you within forty-five (45) days of the completion of your safari. 1.5(iii). The published trophy fees of the year the safari is taken shall apply in all cases.

2. Cancellations & Refunds

1. Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company.
 - (i) When a cancellation is effective three hundred sixty-six (366) or more days prior to the start of the safari, the Company will make a full refund of all deposits made by you or on your behalf to the Company, less a charge of \$3,000.00 per hunting client and a \$500.00 (USD) per non-hunting client handling fee.
 - (ii) When a cancellation is effective more than two hundred seventy (270) days prior to the start of your safari but less than three hundred sixty six (366) days, fifteen percent (15%) of the deposit due and payable plus a \$3,000.00 per hunting client and a \$500.00 (USD) per non-hunting client handling fee will be charged to your account as cancellation fees. You will be refunded any deposit monies in excess of these cancellation fees.
 - (iii) When a cancellation is effective more than ninety (90) days prior to the start of your safari but less than two hundred seventy one (271) days, the full deposit of fifty percent (50%) of your total safari costs will be charged to your account as cancellation fees. If additional monies have been paid toward your safari, these monies in excess of the cancellation fees will be refunded to you.
 - (iv) When a cancellation is effective less than ninety (90) days prior to the start of your safari, the total costs of your safari will be charged to your account as cancellation fees and no refunds will be made to you.
 - (v) Note that in any instance above where sufficient dollars are not in your account to cover the cancellation fees as a result of you not making deposits when due pursuant to these terms and conditions or otherwise, you agree to be liable to the Company for the appropriate amount of any monies due such that the Company receives its entire cancellation fee as provided for above.
2. If you are a "no show," the Company shall be entitled to treat your reservation as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1 (iv) shall apply.
3. Any request to vary your reservation must be in writing and the Company's agreement thereto shall be at its sole discretion. If the Company agrees to vary your reservation as requested, it reserves the right to charge an administration fee which shall be presented to you in writing and which is payable no later than seven (7) days after such notification.
4. No refunds are given for: (i) lost travel time or substitution of facilities, areas, hunters, camps and dates, (ii) itineraries amended after departure, (iii) circumstances arising beyond the Company's control, necessitating alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your safari, (iv) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying the Company, (v) if you leave your safari after it has begun, miss any scheduled sightseeing, activities or accommodations, (vi) failure to collect any specie that you may have sought to collect while on safari, or (vii) re-scheduling the area in which you hunt in order to make quota available for your safari.

3. For Your Information

1. The Company is not a safari outfitter. The Company purchases outfitting services from independent suppliers of such services ("Outfitters"). The Company also purchases ground and air transportation, hotel accommodations, restaurant services and other miscellaneous services (together with the services provided by Outfitters, the "Services") from various independent suppliers (together with the Outfitters, the "Suppliers"). THE COMPANY CAN NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DEATHS, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS THAT MAY OCCUR AS A RESULT OF THE SERVICES PROVIDED BY THESE SUPPLIERS OR BY REASON OF ANY OTHER EVENT OVER WHICH THE COMPANY HAS NO CONTROL.
2. The Services are provided by the Suppliers subject to the terms and conditions set forth in the tickets, orders, vouchers or other similar documentation ("Supplier Contracts") that may be issued by the Suppliers in connection with their respective Services. The Supplier Contracts in use by the Suppliers, when issued, shall constitute the sole contract between the Suppliers and you regarding Services.
3. The Company reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept to retain any person as a member of the safari, at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its costs, the Company reserves the right to adjust its rates.
4. The Company emphasizes that all hunting Outfitters contracted with to provide Services hereunder subscribe to the fair chase philosophy of conducting hunting safaris. As such, the Company offers no guarantee as to the success of any hunting safari in terms of number of species of animals taken. By signing these terms and conditions you expressly acknowledge and agree that you are aware of the Company's no guarantee policy and that you are willing to subscribe to, and abide by the rules of fair chase hunting as implemented by the Company and the Outfitters.
5. Air Charters in Tanzania are contracted for, by the local Outfitter with local carriers. Typically, the charters are not private for your party only, and the Company does not control the rates, number of passengers or routing.

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4. Risks

1. The Company draws your attention to the fact that there are certain inherently dangerous risks involved in participating in the type of trips, safaris and hunting expeditions sold by the Company. You agree that you participate in such trips at your own risk.
2. You acknowledge and agree that it is your responsibility to take all appropriate medical advice before departure as to whether you are fit enough to undertake the trip that you have booked.
3. By accepting these terms and conditions, you acknowledge and agree that adventure travel, and hunting trips, hunting safaris, and hunting expeditions, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, civil unrest, terrorism and other causes known or unknown in remote areas without means of rapid evacuation. You recognize that such risks may be present at any time before, during, and after the trip.
4. You acknowledge and agree that your participation on a safari with the Company is conditioned upon, among other things, the signing of a Release of Liability, Indemnification & Assumption of Risk Form in favor of the Company and its representatives and Suppliers ("Release"). If you desire to have minors participate on a safari with the Company, such participation is conditioned upon, among other things, the signing of a Parent/Guardian Release Form ("Minor's Release").

5. Force Majeure

1. "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or unrest, or requisition, sickness, quarantine, government intervention or hindrance of any kind, weather conditions or other untoward occurrences). For the purposes of this agreement with you, a Force Majeure event may also include a situation where government concessions for safaris once made available to the Company are no longer made available to the Company.
2. If the Company is affected by Force Majeure, it shall notify you in a timely fashion of the nature and extent of the Force Majeure.
3. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, because of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
4. If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavors to reimburse you where possible. In all cases, the Company shall be entitled to deduct from any refund recoverable, the reasonable actual and potential costs to the Company of the Force Majeure.
5. In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2 shall apply.
6. Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation for you. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari consistent with Paragraph 5.5 above. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

6. Insurance

The Company strongly recommends that you obtain the following types of insurance, which are commercially available:

- o Accidental death and disability
- o Loss of personal effects
- o Emergency medical evacuation
- o Major Medical Trip cancellation

By accepting these terms and conditions, you acknowledge that the Company does not typically provide these types of insurance to you or arrange them for your benefit, that the Company has no obligation to provide these types of insurance for you, that the costs of these insurances are not included in your safari costs payable to the Company unless expressly so stated on your invoice, and that it is your responsibility to provide for these coverage's if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various insurances. By accepting these terms and conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers, or for their failure to provide services to you, or otherwise. The release of liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf or otherwise.

7. Surcharges & Gratuities

1. Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may constitute such non-payment as an act of cancellation on your part and the provisions of Paragraph 2 shall apply. Any refund made by the Company shall be in its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris of your type, additional costs incurred by Suppliers as a result of new taxes, government charges and the like.
2. Gratuities for professional hunters, professional guides and camp staff in Tanzania are not required but always welcome and appreciated, and in most cases serve as an important supplemental income source. Gratuities for professional hunters and professional guides can be handled directly between you and your professional hunter or guide. As camp staff are employees of the Outfitter and gratuities are subject to taxation by the Tanzanian Revenue Authority, the Outfitters cannot allow direct payment of gratuities to members of your camp staff. If you wish to provide a gratuity for your camp staff, please give it to the Outfitter or Camp Manager at the end of your safari. At the end of the season, any and all gratuities received by the Outfitter will be pooled and equitably distributed to camp staff members based on rank and seniority.

8. Conditions of Booking

You agree that you and any minors that are traveling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the opinion of any representatives of the Company, the Outfitter or the professional hunter assigned to your safari, such as to render them incapable of caring for themselves or make themselves objectionable to other clients or become a hazard to themselves or other clients. The Company will not be responsible for expenses by such persons precluded from completing a safari for this reason.

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9. Carriage by Land, Sea & Air

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

10. Baggage

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

11. Travel Documents & Vaccinations

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) because of any failure by you to comply with such requirements.

12. Personal Property & Purchases

The Company, Outfitter, or any other Suppliers are not responsible for your personal belongings. Any purchases made while en route to, within Tanzania, or while on safari are the sole responsibility and liability of you, the client. Neither the Company nor the Outfitter is responsible for the handling, storage, and shipping to final destination of such purchases or acquisitions, or liable for the recovery or replacement of these items.

13. Special Requests

You must advise the Company in writing of any special requests (e.g. diet or facility) you may have when you submit your reservation to the Company. The Company will attempt to meet any such requests whenever possible. Certain special requests may incur procurement costs, which will be charged to your account. Any such charges will be communicated to you at the earliest opportunity.

14. Information in Marketing Materials

All information provided in the marketing brochure and any advertisements or newsletters ("Marketing Materials") published by the Company is, to the best of the Company's knowledge, correct at the time it is published. The Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination.

15. Photography/Videography

The Company reserves the right without further notice to make use of any photographs or video taken of you, minors traveling with you, or of any other aspects of your safari by the Outfitter, Company, or any other Suppliers for general purposes, such as, but not limited to, commercial television productions and/or commercial video productions, without any form of compensation to you and without your permission. You understand that such video taped footage may contain video/audio images of you killing animals and that such images may be reproduced for commercial video and/or television production. You further acknowledge that all video/audio images of your hunt are the sole property of The Company, and use of these images or video shall not be allowed without the express written consent of The Company. You forever waive any and all right and title to the video images of your hunt with the Outfitter, and hereby forever release and hold harmless The Company, Outfitter, or any other Suppliers from any and all liabilities which may arise as a result of its use of the video footage or photographic images of your hunt. If you make photographs or personal video of your own available to the Company, the Company reserves the right to make use of such photos. By providing such photographs or video footage to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to use such photographs or video images in the Company's Marketing Materials or otherwise.

16. Disputes

If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Outfitter, and/or the Professional Hunter assigned to your safari, whichever is practical at the time of the incident that gives rise to the complaint. Either or both of these parties will attempt to resolve the situation, contacting the Company when necessary to do so.

17. Booking Agents

Your booking agent will be instructed to forward deposits and other payments to us on your behalf. You acknowledge and agree that your booking agent is not our agent for the purposes of receipt of monies or otherwise and that there is no liability on our part unless and until we notify you (by way of a booking confirmation – sent to your agent with a copy to you) that monies have been received by us. We will issue a booking confirmation to your agent immediately upon receipt of their payment to us on your behalf.

We are very proud of our relationship with booking agents throughout the world. To facilitate the reservation process for you, the Company requests each booking agent to provide its customers with thorough communications pertaining to their booking. Your agent has been provided with a list of recommended responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. We encourage each booking agent to assist you to the best of his/her ability in providing answers and information pertaining to your booking. When you choose to book your safari with the Company through a booking agent, the booking agent is solely responsible for communicating and delivering all terms and conditions and relevant correspondence about your safari to you. This includes, but is not limited to:

- a. All travel, hunting and photographic dates
- b. Rates
- c. Trophy and government fees, and any increase thereof
- d. Species
- e. Areas
- f. Professional hunters and guides
- g. Photographic extensions
- h. Air charters and ground transportation
- i. Hotels
- j. Medical evacuation services.

Booking agents are responsible for the timely remittance of payments to the Company pursuant to Paragraph 1 and other applicable provisions of this Agreement. Any default in making such timely payments will result in cancellation or penalties as specified in Paragraph 2.1 Booking agents are paid commissions from a

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portion of the total daily rate of your safari. Should you choose to cancel your safari, any refund from the Company (less the applicable cancellation charges, see Paragraph 1) will be issued to you or your Agent. Your Agent is responsible for refunding the portion of your safari cost that they took in commission.

18. Entire Agreement; General Terms

These Terms and Conditions, the Release, and, if applicable, the Minor's Release (together, the "Agreement") govern the relationship between the Company and you. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. An authorized officer of the Company shall make all decisions on matters subject to the Company's discretion. This Agreement shall be governed by the laws of the State of Texas (without regard to its conflict of laws doctrine). Any controversy or claim arising out of, or relating to this Agreement, or the performance thereunder, shall be resolved by binding arbitration in the State of Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then existing. You may not assign this Agreement or any rights obtained hereunder without the prior written approval of the Company, which approval the Company may withhold in its sole discretion.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction or duly authorized arbitration panel, such holding shall in no way affect the remainder of this Agreement but such unenforceable provision shall be as though it were never included in this Agreement. Failure to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of any of the rights and privileges that a party has under this Agreement, nor should a waiver in one case constitute a waiver with respect to a later breach whether of a similar nature or otherwise.

EXPECTATIONS

Tanzania Adventures Inc. is committed to providing a superlative "fair chase" hunting experience. The "fair chase" philosophy is generally described as the ethical, sportsmanlike and lawful pursuit of free-ranging wild game animals in a manner that does not give the hunter an improper or unfair advantage over the animal. As such there is no assurance of certainty as to the success of your safari when success is measured in terms of the number or species of animals taken. Success varies greatly species to species, safari to safari, season to season and hunter to hunter. Unpredictable factors that play on success are many and include, but are not limited to, the time of season, the ability and fitness of the hunter, the availability of food and water, climatic changes, migratory patterns, human influences such as poaching, bush fires, drought conditions and old fashioned luck. We believe it is important that both our clients and the outfitters Professional Hunters subscribe to this same "fair chase" philosophy and be proud of the way in which hunts are conducted – measuring the success of any safari by the quality and the thrill of the chase, the unique atmosphere of the African bush, and the people, animals, sights, smells and sounds that you encounter while in Tanzania. You will need to be reasonably fit, capable of carrying your own firearm for extended periods and willing to walk to seek your intended trophy. You will be hunting aged male specimens only, and we ask that you accept the judgment of your Professional Hunter when it comes to trophy quality. Our guarantee is to endeavor to provide you opportunities to shoot top quality trophies in a fair and sportsman-like manner.

We have made a strong commitment as a company to work only with outfitters in Tanzania who operate with a high level of respect for the natural resources entrusted to them. As Professional Hunters exercising judgment in the field, and as clients interested in meaningful field experiences, everyone must collectively share the responsibility of being custodians of nature's gift to mankind. Everyone must also share the responsibility of upholding and promoting the ethics of sport hunting and the laws of Tanzania. To accomplish this, the local outfitters will focus on utilizing precious resources in a manner that does not negatively impact the sustainability and natural replenishment of animals and habitat. An animal should be harvested only when it is determined by the Professional Hunter that it can be collected humanely and without detrimental impact to the sustainability of the wildlife population. Your Professional Hunter will make judgments in the field that take into consideration many factors that contribute to the overall success of the safaris they conduct, as well as the long term viability of Tanzania Adventures Inc.

The Wildlife Conservation Act, 1974 No. 12 1974 specifically states:

1. No chasing or driving of animals by vehicles. No hunting of any animals from any mechanically propelled vehicle or within 200 meters of such vehicle except when hunting birds in water.
2. No baiting or hunting within 500 meters of permanent water, waterhole or salt lick, except for hippo, Sitatunga, waterbuck, crocodile and birds.
3. No hunting within 2 kilometers of a National Park boundary.
4. No animal shall be hunted except under and in accordance with a valid game license. No animal shall be shot for camp meat or for any other reason except for tourist hunting and all animals' shot shall be recorded on the game license.
5. No hunting during the hours of darkness between sunrise and sunset.
6. No hunting females that are obviously pregnant or with young at foot.
7. No overshooting of quotas set by the Government.
8. To respect individual hunting areas, private land, Game Reserve and National Park boundaries.
9. All professional hunters are required to read and abide by the Wildlife Conservation Act 1974 and the Wildlife Regulations of 2000 and 2002.
10. Professional Hunters shall take all necessary measurements of the animals shot and fill the space provided for on the hunting permit or any other forms as may be determined by the Director of the local outfitter.

Tanzania Adventures Inc. has a primary interest in ensuring the safety of its clients, working with the local outfitters to uphold the laws of Tanzania, and providing our clients with an excellent safari experience. We therefore advise you of these additional regulations which you will be asked to follow while on safari:

1. Clients' firearms must be unloaded while onboard any vehicle.
2. No hunting of any description or sighting of rifles within 1 kilometer of any camp.
3. There should be minimum waste of the meat of trophy animals and where possible, meat should be distributed to the local people.
4. Proper effort must be made to track and follow all wounded animals. In the event that wounded animals are deemed mortally wounded and are not retrievable, they will be counted as killed, and all related trophy fees, surcharges, and royalties will be billed to you, the client.
5. The Professional Hunter is responsible for interpreting, implementing and observing all Tanzanian laws and company policies. At no time should the Professional Hunter or fellow hunter be pressured to deviate from the laws of Tanzania or company policies.
6. Only aged animals can be collected, irrespective of whether they are to be used as bait or retained as a trophy. Professional Hunters are responsible for making this determination.

RESTRICTIONS

Specific restrictions on hunting lion and leopard

1. No hunting of immature or female leopard and lion. Only male animals may be hunted.
2. No male lion under 6 years of age (according to guidelines set forth in *Savannas Forever Lion Monitoring Program* guidebook), in a pride with dependent young or with pregnant females may be hunted.
3. In the event that a female or immature leopard or lion is shot, be this deliberate or accidental, you will be required to pay double the published game fee. Under no circumstances will any such trophy be exported from Tanzania.

Observers wishing to hunt

Any person wishing to hunt an animal or bird must upgrade to hunting client status or purchase a Companion Hunt. Non-hunting observers may not shoot animals on a hunting client's license.

We hope you have a wonderful safari and good hunting.

By signing below, I certify that I have read the Terms and Conditions, Expectations and Restrictions in their entirety and fully understand and agree to the content and term and conditions therein. I further expressly agree that I am aware that all hunting safaris are "fair chase" and as such, no guarantees as to number or species of animals taken are given by the Company and / or the Outfitters.

Agreed and Accepted:

Witness

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Date

Date