

### CANADA & ALASKA TOURING & CRUISING 2024

Canada & Alaska Touring Specialists Exceptional 2024 Value - Save up to \$1,400\* per person

4

## Welcome

Evergreen Invites you to Discover Spectacular Canada, Alaska & USA

Evergreen Cruises & Tours invites you to join us on a unique journey to discover the wonders of North America. Come and explore Canada & Alaska with us, one of the most popular holiday destinations for Australians. This brochure gives you all the details to plan and book your preferred tour and 2024 travel date now.

Be the first in 2024 to stand on the top of a glacier or get close up to a grizzly bear or breath the fresh air of the spectacular Rocky Mountains.

Canada & Alaska are destinations of dramatic landscapes, vibrant cities, abundant wildlife and rugged wilderness, there are few countries in the world that can offer such incredible variety, extraordinary experiences and iconic locations.

Discover the wilderness and wildlife of Canada's west coast and Rocky Mountains.

Cruise the glacier-strewn bays of Alaska on board a luxurious cruise ship, board the famous Rocky Mountaineer train for one of the world's spectacular train journeys and delve into the pristine landscapes of Alaska's national parks.

Travel to the East Coast and learn about the rich history and culture of Eastern Canada & the USA. Famous cities meld with rolling countryside and a patchwork of colours cover the land in autumn. The mighty Niagara Falls are a remarkable sight in contrast to the cobbled streets of French Canada.

With Evergreen Cruises & Tours, you'll experience all the must-see attractions and destinations you expect, as well as some breathtaking sights you never knew existed. Our team of local experts will proudly show you the best that Canada and the USA have to offer. Our friendly Tour Directors, Coach Drivers and Local Guides do more than just their job, they go out of their way to make sure you're totally satisfied with every sightseeing experience.

Orca breaching near the coast of Vancouver Island

In this brochure, you will find an outstanding combination of luxurious cruises, enthralling rail journeys and superb accommodation, combined with spectacular scenery, memorable attractions, sumptuous cuisine and friendly people to ensure your journey with Evergreen is unforgettable.

Discover for yourself why travelling with Evergreen is the most relaxing and convenient way to explore Canada and Alaska.





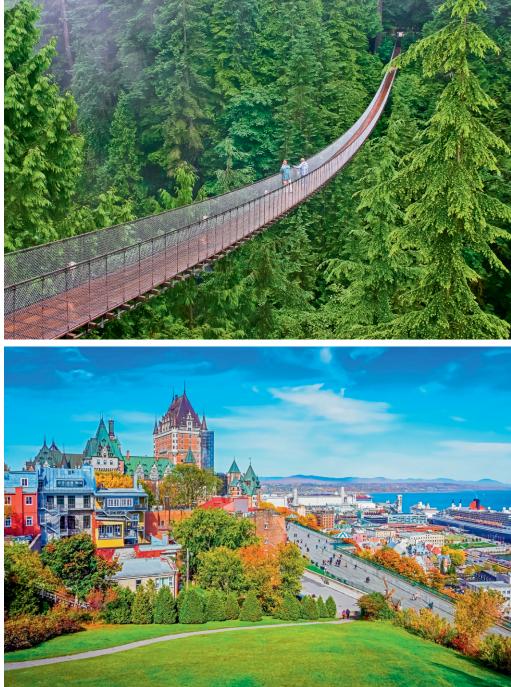
## The Evergreen Experience

Inclusions that exceed your expectations

Evergreen Cruises & Tours has an excellent reputation for quality, exceptional value and professional service, with inclusions that exceed your expectations. From start to finish we meticulously plan, arrange and coordinate every aspect of your holiday. Our itineraries are carefully designed with the appropriate balance of inclusions, must-see sights and free time, all planned to unlock North America's richness and vibrancy.

Left: Spirit Island, Maligne Lake, Jasper Top right: Capilano Suspension Bridge, Vancouver Bottom right: Québec City, Canada





A diverse range of people travel with us and like you, they recognise that value is not only about price, but what is also included in a tour and cruise.

As part of the Scenic Group, we use the organisation's purchasing power and impeccable reputation to ensure we pass on the best value and service to you.

Our inclusions bring to life the Canada, Alaska and USA you've always dreamed of. We know you'll never forget the moment you first walked through Old Québec making you feel like you have stepped back in time, the excitement you felt when you first laid eyes on the colossal Niagara Falls, or the unforgettable sight of a grizzly bear meandering across the road in front of you in Banff National Park.

Then there's the spectacular scenery and wild remote landscapes on the Alaska Inside Passage cruise or the quaint towns and rugged coastlines on a cruise through eastern Canada and New England. Each one is a unique, unsurpassed gem and an included premium highlight with Evergreen Cruises & Tours that makes your tour complete. With 44 years experience, Evergreen is a touring and cruising specialist with vast expertise in Canada and the USA. The natural and rugged beauty of the land, the warm and welcoming people, the rich history and culture, and the amazing variety of unique and unforgettable experiences enable us to craft the perfect holiday that will leave memories lasting a lifetime.





## A Journey of Discovery

Explore and Uncover Hidden Treasures

Top left: Northern Lights, Alaska Bottom left: Elk, Jasper National Park, Canada Right: Niagara Falls, Toronto, Canada Imagine yourself standing on deck, watching icebergs float along bays lined with countless glaciers and soaring snow-capped mountains. Keep a lookout for the mysterious Aurora Borealis while travelling the wide open spaces of Alaska, or chat with a local family about how to make sweet traditional Canadian maple syrup.

These are the type of dreams that Evergreen Cruises & Tours will bring to life as you journey throughout the incredible lands of Canada, USA and Alaska. Captivating cities, jaw-dropping landscapes, friendly people, world-shaping history and mouth-watering food await to be uncovered in these destinations.



In Western Canada, gaze at the magical mountains as you make your way through the wildlife rich National Parks of Banff and Jasper while relaxing on board the famous Rocky Mountaineer train. Wander picturesque cities perched on tranquil harbours such as Vancouver and Victoria where the scenery is as captivating as the shops and restaurants. Or climb on board the Ice Explorer for an exciting trip on to the Athabasca Glacier where you're surrounded by snow and ice.

In Alaska, cruise glacier-lined inlets while watching whales frolic, or catch a glimpse of the impressive Mt. Denali on your way to the wild tundra of Denali National Park. Be struck by the beautiful landscape and wide open spaces, and visit towns where fascinating gold rush history is still prominent.

In Eastern Canada, sail up close to the famous Niagara Falls and feel the spray. Travel the rich cultural lands of French Canadian Montréal and Québec City and get lost wandering the ancient cobbled streets of the old towns, or cruise the waters of New England where vibrant autumn colours splash across the countryside and quaint villages greet you at every turn.

The unique beauty of these lands is that they offer something new, rich and diverse every step of the way. Each day will have you mesmerised and leave you rewarded. Canada and USA are immensely diverse lands and our tours are crafted to ensure you experience the vast depth and variety of landscapes, cities, history and culture offered by these exceptional destinations.

Look out for our **Discover More** highlighted on each itinerary page in coloured text.

#### Discover More

A range of extra sightseeing allowing you to personalise your holiday in your free time.



## You're Invited

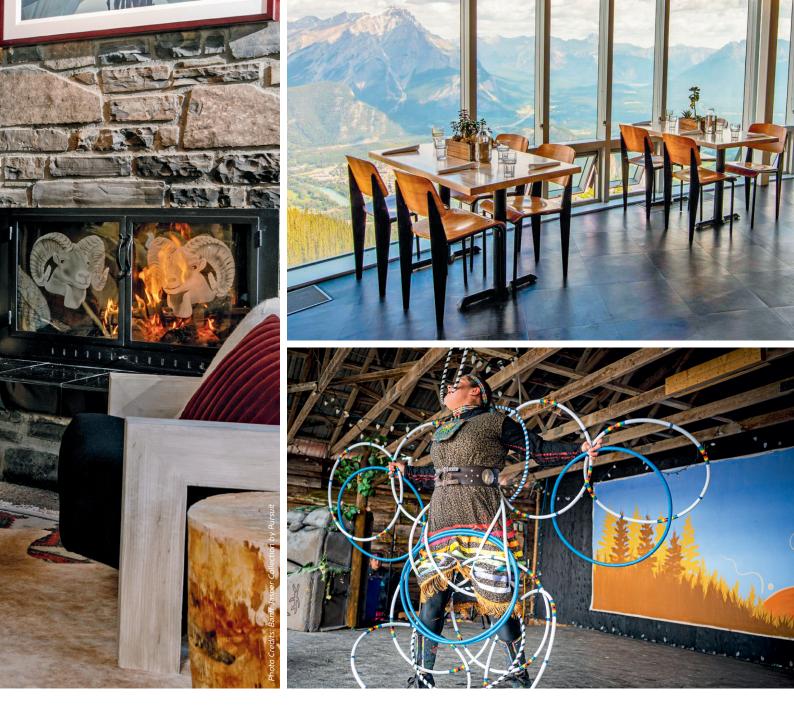
Local experiences to enhance your journey of a lifetime

Join us on a journey into the North America seldom seen by visitors. Evergreen Cruises & Tours ensures we include unique and exclusive local experiences where our guests are welcomed into the lives of real local people. You'll come home with a knowledge of Canada, Alaska and the USA far deeper than a museum or historic landmark alone can offer.

In Banff take in the fresh mountain air while you ride the Banff Gondola to the top of Sulphur Mountain. From the summit witness sweeping views of six mountain ranges, the Bow Valley and the town of Banff whilst enjoying a sumptuous buffet breakfast.

In Jasper explore Maligne Canyon, the deepest canyon in the Rockies, with a depth of more then 50 metres

Left: Maligne Canyon Wilderness Kitchen Top right: Northern Lights Alpine Kitchen, summit of Sulphur Mountain, Banff Bottom right: First Nations camp, Ottawa



at certain points. Inspired by the iconic landmark rich in history, the Maligne Canyon Wilderness Kitchen serves a smokehouse-flavoured dinner seasoned with exploration and adventure.

In Sun Peaks the fur traders were legendary in Western Canada and lived lives of adventure, gruelling work and camaraderie. Savour a highlight dinner of an authentic Fur Traders feast accompanied by some fascinating storytelling.

In Québec, enjoy lunch at a familyrun sugar shack. Learn how the local Québécois make their famous maple taffy, then sit down and soak up the warm country Canadian hospitality with delicious food. In Ottawa, you're invited to join in the celebration of Indigenous spirit at Mādahòkì Farm located on the traditional territory of the Algonquin Nation. Mādahòkì means "to share the land". After a traditional welcome and introduction to Indigenous culture, enjoy an Indigenous meal and Pow Wow dance performance.

In Lancaster, Pennsylvania, experience the way of the Amish on a tour through a local village. Join a local guide and learn about the culture, faith and traditional way of life.

You're Invited experiences allow you to connect with real people and participate in special events so that you can discover a hidden side of the destination. Evergreen has hand-picked experiences that will enrich your time and deepen your understanding of the places you visit. Learn what it's like to be a real Canadian or American with our exclusive program of extra special events.

Look out for **You're Invited** programmes highlighted on each itinerary page in coloured text.

#### You're Invited

Extra special inclusions such as the Celebration of Indigenous Spirit with a talented group of indigenous dancers who share their traditions and talent.



# **Cruise in Style**

### Relax on board luxurious ships in magical locations

The USA and Canada are lands gifted with some of the most magical and dramatic waterways. Many are isolated and rugged making them inaccessible by land and others are historic, cultural or so stunning that they are best experienced from the water. Evergreen Cruises & Tours has hand-picked the most spectacular and luxurious cruises this region has to offer and combined them with your tour, to create a complete travel experience.

Our journeys through the Rocky Mountains are coupled with an Alaskan Inside Passage cruise, through beautiful coast and untouched bays lined with dramatic mountains and wildlife rich waters. Witness countless glaciers that calve into the sea with a thunderous boom, majestic fjords stretching from the sea to the horizon, and an abundance of rugged but beautiful landscapes.

Sail into Glacier Bay, renowned for its numerous glaciers that reach to the ocean. Visit unique and isolated towns and villages such as Juneau, the beautiful capital of Alaska, and Skagway which is the historic starting point of the gold rush.

There's also the chance to see abundant wildlife such as soaring eagles, breaching whales and playful sea lions that will create delightful scenes. An Alaskan cruise will tantalise you with its grandeur and show you nature at its most extravagant.

Immerse yourself in the rich culture of Eastern Canada before boarding a luxurious Holland America ship to sail the colourful coastline, historic cities, beautiful harbours and quaint villages of Eastern Canada and New England. This cruise will take you to an untouched corner of the world where the people are friendly, wildlife abounds, villages are aplenty and beautiful coastlines stretch for miles.

Visit Prince Edward Island, a raw and beautiful island that was the inspiration for Anne of Green Gables. Explore exquisite national parks such as Cape Breton and Acadia National Parks where unbridled nature abounds and the trees explode in a profusion of vibrant autumnal colour in September and October.

Known as one of the prettiest parts of Canada and the USA, the Maritimes and New England are a spectacular way to get to know the real Canada and USA.

Evergreen partners with one of the world's leading cruise lines, Holland America Line. You can rest assured that you'll enjoy intimate luxury, impeccable service and comfort. When you add a tour through the Rockies or Eastern Canada and USA to a cruise on some of the world's most incredible waterways, you have the ultimate travel experience.

Left: Holland America Line, Inside Passage cruising Middle: Glacier Bay, Alaska Right: Travel through spectacular scenery



## Rediscover the Romance of Rail

### Experience one of the world's great rail journeys

The Rocky Mountaineer train is renowned as being one of the world's best and most beautiful train journeys. Having won multiple awards and providing a level of service and luxury that is envied around the world. It's easy to see why it is so highly regarded and such an iconic Canadian experience.

With a number of new and upgraded carriages that incorporate the latest in comfort and technology, a focus on customer service that makes you feel like royalty, and intriguing storytelling that brings your journey alive. The Rocky Mountaineer is an unforgettable way to travel between Canada's west coast and the magnificent Rocky Mountains.

Combine all of this with the spectacular natural scenery, magnificent wildlife, and fascinating history and you have a unique train journey that is unsurpassed. The journey recaptures the romance of rail travel, as it follows historic train routes and passes through some of the most remarkable natural wonders on the planet. There is no shortage of inspiring scenery to keep you enthralled for the entire experience.

From the fertile coasts to dramatic canyons, across towering bridges, through lush forests and past glacial lakes to the soaring snow-capped Rocky Mountains and Canada's renowned national parks where abundant wildlife roams free.

The Rocky Mountaineer is a quintessential and enriching Western Canada experience not to be missed. Climb aboard the most relaxing and comfortable way to soak up the spectacular Rocky Mountains and experience it for yourself.

### SILVERLEAF"

Single-storey glass domed coach for panoramic viewing, comfortable reclining seats and at-your-seat meal service with complimentary alcoholic and non-alcoholic beverages.

## **GOLD**LEAF<sup>®</sup>

A two-storey, glass domed coach featuring panoramic views on the upper level and a private dining room on the lower level with complimentary alcoholic and non-alcoholic beverages. Look for the GoldLeaf logo to choose touring options including this ultimate travel experience.

### Canada & Alaska 2024 Offers

Best Earlybear Savings: Very Limited Availability. Book by 31st October 2023 or until sold out.\*

Latest Remaining Offers: From 1st November 2023 onwards. See evergreentours.com.au

Best Offer Super Earlybear Savings	<b>SAVE UP TO \$1,400 PER PERSON</b> <sup>*</sup> when you book and pay in full by 31st October 2023. Very limited availability on selected tours. Once sold out full fare will apply.		
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Earlybear Savings	<b>SAVE UP TO \$750 PER PERSON</b> <sup>*</sup> when you book and deposit by 31st October 2023. Limited availability. Once sold out full fare will apply.		
ACT OF THE OWNER			
Book with Confidence Flexible Booking Plan	When you pay your deposit pay an additional \$125pp and receive our Flexible Booking Plan for your peace of mind. This plan allows you to defer your booking to an alternative date, or cancel your journey, up to 90 days prior to departure, less third-party fees. We will provide you with a Future Travel Credit to use on an alternate tour/cruise, which is valid for 24 months. For full terms visit: www.evergreentours.com.au/general/flexible-booking-policy		
Best Airfare of the Day	Evergreen has access to the latest flight offers from the best airlines. Ask about our discounted airfares when you book. You can even use your Super Earlybear/Earlybear savings towards our discounted fights.		

full terms and conditions, please refer to page 62-65 and visit evergreentours.com.au/general/terms-and-conditions. All bookings are subject to our full terms and conditions, bookings only and not available for bookings using a Future Travel Credit (FTC) Voucher. Super Earlybear Savings – save up to \$1,400pp is based on 18 day Rockies Grandeur age Cruise (ERPC). To receive Super Earlybear offer tour must be paid in full by 31st October 2023. Once sold out or if full payment is not received the full fare will apply. re up to \$750pp is based on 18 day Rockies Grandeur and Alaska Inside Passage Cruise (ERPC). To receive Earlybear offers tour must be booked and deposited by 31st October e full fare will apply. To secure offers & cabin/seat a non-refundable booking deposit of \$1000 per person per tour must be paid within 7 days of making a booking. Prices, bility correct at 14/4/2023 and subject to change. All offers are subject to availability at time of booking or until sold out and may be withdrawn at any time. Surcharges may meantime. \*Conditions Offers are vali and Alaska In: Earlybear Savings – save 2023. Once sold out the t Dates, Taxes and availabi ransactions. apply on cre

## Discover the Rockies and the Alaskan Wilderness

Majestic national parks, unique wildlife and welcoming locals

The Rocky Mountains & Alaska are synonymous with awe and wonder. Spectacular snow-capped mountains fill the skyline, lush forests blanket their sides, jewelled lakes are dotted throughout and primordial glaciers cut their way through the landscape. Inhabited by an array of unique wildlife, you'll have to drag your eyes away from the scenery to look out for the famous grizzly bear, moose, elk or beavers.

Drive along the magnificent Icefields Parkway and jump on board the Ice Explorer, a huge purpose-built vehicle that will take you on top of the Athabasca Glacier.

The towns of Victoria and Whistler couldn't be more different. Victoria located on Vancouver Island is home to the world-famous Butchart Gardens and is the whale-watching capital of Canada. Whistler is an alpine resort and the gateway to Blackcomb Mountain and the spectacular Peak-to-Peak Gondola.

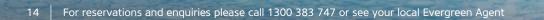
In Denali National Park, join a Tundra Wilderness tour and spend the day hearing fascinating stories of the park and animals. Marvel at the ancient and mountainous landscape, keeping a lookout for wildlife such as caribou, moose, bear and wolves.

The towns of Banff, Lake Louise and Jasper, each are unique and fascinating in their own right, you'll find impressive chateau and lodge-style accommodation to make your stay complete. The piece de resistance is the "Diamond in the Wilderness" Lake Louise, a picture-perfect lake in one of the most beautiful and dramatic settings in the world. Lesser known, but equally as remarkable is Emerald Lake. Named for the bright green colour of its water, it too, is a jewel surrounded by staggering peaks.

In Alaska at the end of the day, you'll stay at impressive wilderness lodges that echo the ambience of the region. Talkeetna Alaskan Lodge and McKinley Chalet Resort are set in ideal locations with authentic character and impeccable service and are the perfect way to complete your day.

Combine all of this with some of the most stunning and historic properties, legendary cruises through the Inside Passage on board luxurious ships plus famous rail journeys on the Rocky Mountaineer train or the full dome McKinley Explorer train from Talkeetna to Denali National Park and you'll have the trip of a lifetime.

We bring these spectacular landscapes to you so you can feel their raw power while enjoying it all in style. The majestic Rockies and wild Alaska will make you feel rejuvenated. When you travel with Evergreen Cruises & Tours, you can relax in the knowledge that you have made the right choice.





Rocky Mountaineer

### 18 Day Rockies Grandeur

and Alaska Inside Passage Cruise

#### Day 1: Arrive Victoria (D)

Welcome to Canada! You will be met at Victoria International Airport and transferred to your hotel. This evening, meet your Tour Director and fellow travellers for a welcome dinner. **Two Night Stay:** Chateau Victoria or similar.

#### Day 2: Victoria – Butchart Gardens (FB) This morning, visit the world-famous Butchart Gardens, a 22 hectare showplace of magnificent, colourful gardens. Learn about the history and flora while exploring the gardens. Afterwards, enjoy an orientation tour of Victoria's Inner Harbour, Bastion Square, Beacon Hill and residential areas. There is free time to explore Victoria or allow Evergreen to assist you in discovering more about this historic region. Discover More: Go whale watching, or take

#### Day 3: Georgia Strait – Whistler (FB)

a horse and carriage ride.

View this spectacular landscape from the air with a one hour floatplane flight over the Georgia Strait to Whistler (seasonal, must be pre-booked, additional cost).

After breakfast, drive north along Vancouver Island to Nanaimo. Board the BC Ferry and travel through the Georgia Strait to Horseshoe Bay. Journey inland along the Sea to Sky Highway as the road follows the rugged coastline with views of Horseshoe Bay on your left and forested parks and mountains on your right. You will have the chance to stop at the awesome Shannon Falls before arriving at the charming alpine resort of Whistler Village. This evening, you are free to explore the village's cobbled pathways and plazas. **Discover More:** Undertake a Photo Safari tour with a local expert, or have dinner with a twist on a tasting tour. **Overnight Stay:** Hilton Whistler Resort & Spa or similar.

Day 4: Whistler – Sun Peaks (FB,HD) Travel along the scenic Duffy Lake Road lined with thick forest, into the town of Lillooet. In the afternoon, head into the mountains to the picturesque ski resort village of Sun Peaks. You're Invited: This evening, our highlight dinner involves an authentic Fur Traders feast and storytelling. **Overnight Stay:** Cahilty Lodge or similar.

#### Day 5: Sun Peaks - Banff (FB)

Today, you will be rewarded with astounding views as you reach the grandeur of the Canadian Rockies. Travel through British Columbia and into Alberta, enjoying glimpses of the soaring mountains as you make your way through the three spectacular national parks of Mount Revelstoke, Glacier and Yoho. Travel from primeval forests to Ice Age glaciers, waterfalls and mountain peaks. Late this afternoon, we arrive into Banff National Park. **Two Night Stay:** The Mount Royal Hotel or similar.

#### Day 6: Banff at Leisure (FB)

A full day at leisure for you to enjoy Banff and its many sights and attractions. **Discover More:** Take a breathtaking helicopter flight, ride the Banff Gondola or relax on a float trip along the river.

Day 7: Banff– Lake Louise – Emerald Lake (FB,D) Start the day with a tour of Banff including the Bow River, the Hoodoos and Bow Falls. Continue along the Trans-Canada Highway past Castle Mountain and Mount Temple to Lake Louise, the "Diamond in the Wilderness". Enjoy some free time taking in the spectacular scenery. Your destination today is Emerald Lake, so named because of the vibrant colour of its glacier fed waters. Overnight stay at Emerald Lake Lodge, which sits right on the shores of the lake surrounded by towering peaks and forests. Overnight Stay: Emerald Lake Lodge or similar

Day 8: Glacier 'Ice Explorer' – Jasper (FB,HD) This morning, we travel north along the Icefields Parkway, acclaimed as one of the most spectacular journeys in the world. Enjoy breathtaking mountain scenery as you pass rugged peaks and glaciers fringed by thick forest and shimmering lakes. We make a stop at the Columbia Icefield, North America's largest sub-polar ice pack, where you'll climb aboard the 'Ice Explorer' for a once-in-a-lifetime journey onto the mighty 300 metre thick Athabasca Glacier. The day's end finds us in Jasper National Park, an alpine wonderland of pristine wilderness and abundant wildlife. **You're Invited:** Walk above the Rockies deepest canyon; Maligne Canyon, then dine at Wilderness Kitchen an original Canadian smokehouse located at the canyon trailhead. This is an authentic experience which goes beyond the table and the stories of Maligne come alive with a special horns and antler presentation. **Overnight Stay:** Lobstick Lodge or similar.

Day 9: Rocky Mountaineer – Kamloops (FB,L) Set off on a two day rail experience on "The Most Spectacular Train Journey in the World". Settle back in your SilverLeaf carriage (upgrade to GoldLeaf at additional expense). Enjoy incredible views of the soaring mountains including Canada's highest peak, the awesome 3954 metre Mount Robson as you journey towards Kamloops. **Overnight Stay:** Kamloops Hotel (as assigned by Rocky Mountaineer).

#### Day 10: Rocky Mountaineer – Vancouver (FB,L,D)

Continue your journey on board the Rocky Mountaineer following the Thompson River and passing through the magnificent Fraser Valley. Late afternoon, we arrive into Vancouver. **Overnight Stay:** Sheraton Wall Centre or similar.

#### Day 11: Vancouver – 7 Night Alaskan Cruise (FB,D)

Today, enjoy a sightseeing tour of Vancouver including Stanley Park, the waterfront, Gastown and Capilano Suspension Bridge Park. Make your way across this spectacular suspension bridge, 70 metres above the Capilano River, and join the award winning Treetops Adventure along a series of elevated walkways. This afternoon, head to Canada Place Pier to board your cruise ship. Check into your comfortable ocean view stateroom (upgrade to verandah stateroom additional expense) on the luxurious Holland America Cruise Ship ms Koningsdam<sup>#</sup> and settle in for an unforgettable 7 night voyage through the famed Inside Passage.

#### Day 12: Scenic cruising (FB,L,D)

Spend the day cruising the Inside Passage, one of the world's most spectacular waterways passing forests, mountains, islands and inlets.



#### Western Canada and Alaska Cruises and Tours



#### INCLUDED IN YOUR PRICE

- The services of an Evergreen Tour Director whilst coach touring
- 11 Day Canadian Rockies Experience
- 7 Nights on a luxury cruise ship Holland America Line ms Koningsdam#
- 2 Day Rocky Mountaineer Rail Experience
- Premium First Class hotels including all hotel service charges and porterage
- Return airport transfers
- Port taxes and charges
- All tipping and gratuities
- Cruise the famed Inside Passage

#### **DINING HIGHLIGHTS**

- 37 superb meals including:
  17 Full Breakfasts (FB), 8 Lunches (L),
  10 Dinners (D) & 2 Highlight Dinners (HD)
- Welcome and farewell dinners

#### Travel along the Sea to Sky Highway

- Explore Jasper National Park with a guided walk through Maligne Canyon
- Ride the Ice Explorer onto Athabasca Glacier
- Discover Vancouver's famous sights
- Enjoy a guided nature walk through the forest at Capilano Suspension Bridge Park
- Wander the world famous Butchart Gardens Experience Alaska's number one glacier
- viewing attraction, Glacier Bay National Park
- Visit the Olympic ski resort town of Whistler
- Travel along the incredible Icefields Parkway

#### YOU'RE INVITED

- A local Sun Peaks character will take you on a journey with an authentic Fur Traders Feast
- Get to know a gem of the Rockies with dinner at their deepest canyon, Maligne Canyon

Discover More Full details on pages 58-59

You're Invited Full details on pages 6-7

#### **DEPARTURE DATES & PRICES**

\$13,135

\$12,995

\$12,995

\$12,995

\$12,775

\$12,595

\$725

<b>/ Tour &amp; Cruise</b> (West Coast)			ERPC	
epartures	Super Earlybear	Earlybear	Full Fare	Additions
24	\$9,995	\$10,465	\$11,395	Verandah Cabin Upgrade - from <b>\$250</b>
1	\$10,175	\$10,825	\$11,575	Koningsdam GoldLeaf Upgrade Rocky
8	\$10,295	\$10,945	\$11,695	Mountaineer from \$895
15	\$11,095	\$11,745	\$12,495	Victoria-Whistler Float Plane from <b>\$370</b>
22	\$11,175	\$11,825	\$12,575	Deposit (required within 7 days of booking) \$1,000pp
12	\$11,895	\$12,545	\$13,295	
10	\$11,935	\$12,585	\$13,335	Other Touring Information
				Prices are per person in ALID. Single room price on application

Prices are per person in AUD. Single room price on application. "Taxes and charges are subject to change without notice. #All cruising is independent and does not include a dedicated Evergreen Tour/Cruise Director. Please note a fuel surcharge may be applicable at time of full payment. For full terms and conditions please see pages 62-65 or refer to our website.

### Day 13: Inside Passage Cruising – Juneau (FB,L,D)

Spend the day cruising the Inside Passage with its jaw dropping scenery. In the afternoon sail into Juneau, arguably one of America's most beautiful state capitals, with the looming summits of Mt. Juneau and Mt. Roberts providing a gorgeous backdrop. The historic city centre goes back to its gold-rush origins, but nature is the priceless treasure.

#### Day 14: Skagway (FB,L,D)

Established in 1897 as a trading post for prospectors headed to the Klondike Gold Rush, Skagway was an untamed town controlled by organised criminals. Today, the town retains its gold rush character and its colourful past is carefully preserved in the Klondike Gold Rush National Historic Park. For a truly memorable excursion, take an optional ride on the narrow gauge White Pass and Yukon Railroad (shore excursions are at own expense).

#### Day 15: Glacier Bay National Park (FB,L,D)

Early this morning, your cruise ship enters the iceberg-strewn waters of Glacier Bay National Park, where thirteen spectacular glaciers flow from surrounding mountains into the waters of the bay. A National Park Service Ranger will help you spot wildlife, while pointing out sights and explaining glacial activity. Perhaps you will be lucky enough to see a pinnacle of ice 'calve' or break away from the face of the glacier, and with a thunderous boom land in the bay.

#### Day 16: Ketchikan (FB,L,D)

Welcome to the salmon capital of the world! Part of the town is built along a steep hillside and part is built on pilings over the water. Rich native history and an outstanding collection of totem poles makes the town an essential stop for anyone interested in native art.

#### Day 17: The Inside Passage (FB,L,D)

A day of relaxation. Take advantage of the ship's many facilities, or simply relax on deck with a drink and watch unmatched scenery glide by.

#### Day 18: Depart Vancouver (FB)

Disembark early this morning and transfer to Vancouver Airport to board your homeward flight (book flight after 2pm).

The itinerary is a guide only and may be amended for operational reasons. As such Evergreen Tours cannot guarantee the tour will operate unaltered from the itinerary stated above. Please refer to our terms and conditions on pages 62-65 for further information.



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28

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11

18

\$11,735

\$11,595

\$11,595

\$11,595

\$11,375

\$11.195

For all information about Earlybear offers see page 13

Port Charges, Govt Taxes & Levies^ (incl. in price)

\$12,385

\$12,245

\$12,245

\$12,245

\$12,025

\$11.845

18 Day

2024 De

April

May

May

May

May

June

July

August

August

August

September

September

September

#### **BOOKING CONDITIONS**

#### 1. Contract

- 1.1 These terms and conditions ("Conditions") form the basis of the contract between You and Scenic Tours Pty Limited ("Evergreen", "We", "Us" or "Our") ("Contract"). It is important that You read the Contract carefully to ensure that You understand Your rights and obligations. Your Contract may also include additional terms and conditions applicable to a special offer or promotion, and/or, depending on your Journey, Destination Specific Terms.
- 1.2 If Your Journey includes a Cruise, You will also be subject to the Cruise Conditions.
- You confirm Your understanding and acceptance of the 13 Conditions and the Contract by paying Your Booking Deposit or otherwise paying any part of the price of Your Journey. If you do not understand and accept the Conditions and the terms of the Contract, you should not make any payment to Us and in this case, we will cancel Your Booking in accordance with clause 3.3 of these Conditions.
- 1.4 If You make a Booking on behalf of any other person, You represent to Us that You have their authority to make the Booking on their behalf and to legally bind them to the terms of the Contract, including the Conditions. Each reference to "You", "Your", "Guest" or "Passenger" means the person who makes the Booking and each other person covered by the Bookina.
- 1.5 Your Itinerary does not form part of the Contract.
- 16 We may amend these Conditions from time to time. If We amend the Conditions, We will publish the amended version on Our Website. We will also provide the current version of the Conditions to You upon request. You will be bound by the current version of the Conditions at the time You make Your Booking
- 1.7 If Your Journey includes a Cruise, Your transportation on any river cruise vessel during Your Journey, will also be subject to the terms and conditions of the Operator of the vessel ("Operator Conditions"). Although the Operator may be related to Us, it is a separate legal entity and business and You will enter a separate contract (based on the Operator Conditions) with each Operator. The Operator Conditions are published on Our Website and are also available on request by contacting one of our team at the Customer Service Contact Address. It is important that You read the Operator Conditions carefully to ensure that You understand Your rights and obligations under them. You confirm Your understanding and acceptance of the Operator Conditions by paying Your Booking Deposit or otherwise paying any part of the price of Your Journey to Us.
- 1.8 All travel involves risks. We strongly recommend You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with Your Journey including cover for loss of luggage, medical expenses and costs and expenses incurred due to cancellations, delays or other disruptions.

#### 2. Meaning of Words

- In these Conditions, the following words and expressions have the following meanings:
- "Booking" means the booking You have made with Us for the (a) Journey.
- (h) "Booking Deposit" means a booking deposit in an amount which We have notified You before You make Your Booking;
- (c)"Captain" means the captain of a Cruise Vessel
- (d) "Cruise" means a cruise constituting or forming part of Your Journey:
- "Cruise Conditions" means the Operator's conditions of (e) carriage for a river cruise vessel, which are available on our Website and otherwise on request to Us.
- (f) "Cruise Director" means any person designated by Us as the cruise director for any Cruise.
- (g) "Cruise Vessel" means a vessel used for the purpose of providing a Cruise and includes the Scenic Eclipse fleet.
- (h) "Customer Service Contact Address" means the details for contacting Us set out in clause 14.1 of these Conditions.
- (i) "Flexible Booking Plan" means Our Flexible booking plan as set out on Our Website.
- "Destination Specific Terms" means terms and conditions specific to a particular Journey, as published in the Journey Brochure or on Our Website for the relevant Journey, or, where applicable, set out in clause 15 of these Conditions.
- (k) "Discovery Team Leader" means any person designated by Us as the Discovery Team Leader for any Cruise forming part of Your Itinerary
- "Drone" means an unmanned aerial vehicle or UAV, being an (|) aircraft of any size that operates without a pilot on board.

- (m) "Force Majeure Event" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions or act of nature, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, political unrest, riots or civil disturbances, prohibitions or acts of Federal, State, Territory, or Local government or, guasi-governments bodies or other authorities (including, in each case, their duly constituted or appointed agents), inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages, any border closure by any country or any Australian States or Territory, or other disruption to the Journey beyond Our control
- "Future Travel Credit" means a credit Issued by Us to You if We (n) cancel Your Booking as a result of the occurrence of a Force Majeure Event under clause 5.4 of these Conditions which may be redeemed against a future booking in accordance with clause 5.4(c).
- "General Waiver" means the general waiver available at Our (0) Website.
- "Guest Contact Details" means Your contact details which You (p) have provided to Us at the time of making Your Booking, as amended by any written notice You may provide to Us from time to time in accordance with clause 14.1 of these Conditions.
- "Helicopter Passenger Terms and Conditions" means the (q) helicopter passenger terms and conditions available on Our Website.
- (r) "Itinerary" means the itinerary for Your Journey issued by Us, subject to any amendments made by Us from time to time in accordance with the Contract.
- (s) "Operator" means the owner or operator of a river cruise vessel, who is a separate legal entity and business, whether or not related to Us.
- "Personal Information" means information about You and (t) any other person for whom You make a Booking, including Your name, address, phone number and other contact details, details of Your next of kin, Your passport number, credit or debit card details, and information about Your health, medical needs, dietary requirements and any disabilities or other special requirements.
- "Service Provider" means any independent contractor engaged (u) by Us to provide a Journey or any part of a Journey, and includes an Operator.
- "Journey" means a journey or journey package offered or provided by Us.
- "Journey Brochure" means the brochure for Your Journey (w) published by Us in hard copy or electronically and includes any amendments notified on Our Website from time to time.
- (x) for the Journey set out in Your Itinerary.
- (y) "Tour Director" means any person designated by Us as the Tour Director for Your Journey.
- "Journey Price" means the total amount payable by You for the (z) Journey. It includes the Booking Deposit.
- (aa) "Validity Period" means in respect of a Journey Brochure, the validity period stated in that brochure.
- (ab) "Website" means Evergreen's website at www.evergreen.com.au.
- (ac) "Your Journey" means the Journey You have booked with Us, as outlined in Your Itinerary

#### 3. Booking and Payment

- 3.1 You may make a Booking directly with Us or through a travel agent. Your Booking will be confirmed only when We have received:
- (a) Your Booking Deposit; or
- (b) if Your Booking is made 90 days or less before the Journey Departure Date, the Journey Price and all other amounts payable under the Contract.
- 3.2 Except as indicated in clause 3.8, We will notify You of the Journey Price and provide You with Your Itinerary at the time of making Your Booking.
- You must pay Your Booking Deposit within 7 days after 3.3 making Your Booking. If We do not receive Your Booking Deposit within 7 days after You make Your Booking. We will automatically cancel Your Booking without further notice to You.
- If You have made Your Booking through a travel agent, Your 3.4 travel agent should forward Your Booking Deposit or Journey Price to Us on Your behalf. However, payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us only when We receive payment from Your travel agent.

- 3.5 Any accommodation, sightseeing or flights We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Journey Price and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit and Journey Price at the time which We notify You at or before You make Your Booking. Any requests for such additional services will not be processed until Your Booking Deposit is paid in full
- 3.6 For some special offers, We may require payment of a further deposit before the balance of the Journey Price is due. We will notify You of any such requirement before You complete Your Booking and will confirm the payment details when we confirm Your Booking. You must make payment by the date notified by Us.
- 3.7 Except as required by law or in accordance with the Flexible Booking Plan or as otherwise provided in the Contract, Booking Deposits are not refundable and are not transferable to other Journeys or Bookings.
- 3.8 If You make Your Booking within 90 days of Your Journey Departure Date, You must pay Your Booking Deposit before We can process Your Booking and confirm Your Journey Price. Your Booking is not confirmed until You have paid the Journey Price. We will notify You of the Journey Price promptly after We have calculated it. If You do not confirm Your acceptance of the Journey Price in writing within 7 days of receipt of notification from Us, You will be deemed to have rejected the Journey Price. If You notify Us that You have rejected the Journey Price or if You are deemed to have rejected the Journey Price, We will cancel Your Booking and refund Your Booking Deposit. If You accept the Journey Price, You must pay the outstanding Journey Price within 24 hours of Us notifying You of the Journey Price, or We will cancel Your Booking and retain Your Booking Deposit.
- 3.9 If clause 3.8 does not apply, You must pay to Us the balance of the Journey Price and all other amounts payable under the Contract no later than 90 days before the Journey Departure Date. If Your Journey includes a Cruise You must pay the balance of the Journey Price to Us no later than 120 days before the Journey Departure Date.
- 3.10 If You wish to change any incidental component of Your Booking, such as any pre or post-journey accommodation or add-ons, You must contact Us. We may accept or reject Your request at Our absolute discretion and if We accept, You must pay a change fee to Us for each change in accordance with clause 4.7(b) of these Conditions and any additional costs resulting from the change. Additional costs may include additional overnight accommodation required as a result of any change to Your flights.
- "Journey Departure Date" means the scheduled departure date 3.11 You may cancel a Booking by sending Us written notice of cancellation at the Customer Service Contact Address. If You cancel a Booking You will be liable to pay a cancellation fee in accordance with clause 4.8 of these Conditions.
  - 3.12 A name change for a Guest or a change to the Journey Departure Date is considered a cancellation of the original Booking.

#### 4. Prices, inclusions and fees

- 4.1 All Journey Prices are quoted in Australian Dollars.
- 4.2 If You pay Us by credit card a surcharge may be added, please enquire for details. There is no surcharge for payments made by cash, cheque or direct transfer to Our nominated bank account
- 4.3 Your Journey Price includes all coach, rail and cruise travel set out in the Itinerary; the services of a Cruise Director (if applicable) and/or Tour Director; airport transfers outside Australia; meals as specified in Your Itinerary; economy class group flights and air taxes as set out in your Itinerary; accommodation; sightseeing and admissions, where stated in Your Itinerary; port charges; all gratuities and tipping on land journeys; and any other specific inclusions identified in Your Itinerary.
- 4.4 Unless expressly listed in Your Itinerary as an inclusion, Your Journey Price does not include airfares; airline taxes; shore excursions on ocean cruises; additional optional activities; accommodation upgrades; meals not specified in Your Itinerary; drinks; laundry; passport fees; visas; vaccinations; medical assistance; government taxes and charges (excluding GST): or any items or expenses of a personal nature.
- 4.5 Unless stated as an inclusion in Your itinerary, overnight accommodation required to meet Your Journey and/or any flight connections are not included in the Journey Price and will be at Your expense.
- 4.6 We reserve the right not to honour any published prices that

We determine were erroneous due to printing, electronic, or clerical error. If You make a Booking based on erroneous pricing, We will offer You the option of cancelling the Booking and receiving a refund of any amount paid by You or confirming the Booking by paying the difference between the erroneous price and the correct price, as determined by Us.

- 4.7 The following Fees are payable in addition to the Journey Price:
- If You book 21 days or less before the Journey Departure (a) Date, You must pay a late booking fee of \$50.00 per Booking.
- (b) If You change Your Booking, other than by varying the Journey Departure Date, You must pay a change fee of \$50.00 per Booking. This fee is on account of administrative expenses incurred by Us in changing Your Journey and is a genuine and reasonable estimate of Our expenses.
- 4.8 If You cancel Your Journey for any reason prior to Your Journey Departure Date (including by changing Your Journey Departure Date or the name of a Guest), You will be liable for the following cancellation fee;

	f notice prior to lation charge erson)	Journey/journey commencement
91 days	and over	Loss of deposit
90 to 6	2 days	50% of Journey Price
61 days	or less	100% of Journey Price

You may also be liable to pay cancellation fees to airlines and other third parties.

- 4.9 If You cancel Your Journey for any reason prior to 91 days of Your Journey Departure Date (including by changing Your Journey Departure Date or the name of a Guest), You will be liable to a cancellation charge of 100% of the Journey Price held as a Future Travel Credit, regardless of when you notify us. If the Future Travel Credit is not utilised within 24 months of the date of cancellation, the full amount will be forfeited. You may also be liable to pay cancellation fees to airlines and other third parties.
- 4.10 If You cancel Your Journey for any reason within 90 days of Your Journey Departure Date (including by changing Your Journey Departure Date or the name of a Guest), You will be liable to a cancellation charge of 100% of the Journey Price, regardless of when you notify us. You may also be liable to pay cancellation fees to airlines and other third parties.
- 4.11 We may vary Your Journey Price at any time before You have paid the Journey Price in full to the extent necessary to meet any increase in the Journey costs for reasons outside Our control, including airfares, fuel, government taxes and charges, exchange rate fluctuations or other Journey related costs or tariffs. We will not vary the Journey Price after We have received the total Journey Price from You, regardless of any increases in the costs incurred by Us. We will notify You of any such variation using the Guest Contact Details.
- 4.12 You are responsible for and must pay for all costs and expenses incurred by You as a result of any change made by You to Your Itinerary after Your Journey Departure Date. This includes changes due to illness or other personal reasons.

#### 5. Cancellation, delays and changes to Your Itinerary

- 51 Your Booking is conditional on Us receiving a minimum number of journey or cruise passenger bookings to operate the Journey and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Journey or Journey Departure Date.
- 5.2 We will use reasonable endeavours to make any decision to cancel or delay a Journey or Cruise, and to notify You of that decision, at least 60 days prior to the scheduled Journey Departure Date.
- 5.3 If We cancel or delay the departure of a Journey by 7 days or more before departure for any reason other than as a result of the occurrence of a Force Majeure Event:
- (a) We will use reasonable endeavours to offer You the closest available Journey or Cruise departure. If the proposed alternative Journey or Cruise is:
- cheaper than Your original Journey Price, We will refund the (i) difference to You: or
- more expensive than Your original Journey Price, You must (ii) pay the difference to Us:
- (h) if You accept the proposed alternative Journey or Cruise, Your Itinerary will be amended accordingly and We will give You an updated Itinerary;
- if You do not accept the proposed alternative Journey or (c) Cruise within 7 days of being notified by Us of the alternative, We will cancel Your Booking and terminate the Contract,

refund to You all monies paid directly to Us and will have no further liability to You: and

- (d) We are not liable for any third party costs You may incur, which We have not booked on Your behalf, for example airfares or other arrangements booked independently through or paid to a travel agent.
- 5.4 If, as a result of the occurrence of a Force Majeure Event, We;
- cancel or delay the departure of a Journey prior to the journey (a) start date We will:
- cancel Your Booking and terminate the Contract; (i)
- issue You with a Future Travel Credit to the value of all monies (ii) You have paid directly to Us for the cancelled Booking; and
- (iii) not refund any amounts You have paid directly to Us for the cancelled Booking;
- (b) cancel a Journey after commencement We will:
- cancel Your Booking and terminate the Contract; and (i) (ii) not refund any amounts You have paid directly to Us for the cancelled Booking;
- (c issue a Future Travel Credit to You:
- You may apply It towards any future booking for a Journey (j) with a Journey Departure Date within 24 months after the date on which We cancel Your Booking subject to availability and any Future Travel Credit capacity limits applicable to your selected Journey or cruise;
- (ii) If your original booking was for an ocean or river cruise, the Future Travel Credit can only be applied to available ocean and river cruises within the Scenic Group (Scenic Luxury Cruises & Tours, Emerald Cruises and Evergreen Cruises & Tours).
- If your original booking was for a land Journey, the Future (iii) Travel Credit can be applied to available land Journeys or ocean and river cruises within the Scenic Group (Scenic Luxury Cruises & Tours, Emerald Cruises and Evergreen Cruises & Tours):
- You may, with our prior written consent, which we will not (iv) unreasonably refuse, transfer it to another person to apply towards any future Booking for a Journey with a Journey Departure Date within 24 months after the date on which We cancel Your Booking;
- its use for any future booking Is subject to availability;
- (vi) It cannot be applied against stand-alone products or upgrades from third parties or Service Providers (as defined in clause 2) in conjunction with the standard Journey itinerary
- to the extent It Is not used; and
- (viii) You (or the person to whom It Is transferred) must pay any shortfall between the value of the Future Travel Credit and the Journey Price for the new Booking in accordance with clause 3 of these Conditions.
- 5.5 We will use reasonable endeavours to provide the Journey You have booked in accordance with Your Itinerary. However, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your Itinerary and the Operator may need to make alterations to the Journey or Your Itinerary, before or after the commencement of the Journey. Where, due to circumstances outside the Operator's control, We are unable to provide the Journey in accordance with Your Itinerary, We will use reasonable endeavours to:
- (a) give You reasonable notice of any alterations, but there may be circumstances beyond Our control in which alterations will be required with little, or no, advance notice; and
- (b) provide or arrange appropriate alternative activities, transport and accommodation as required.
- 5.6 The circumstances in which Your Itinerary or the Journey may be altered include:
- (a) high or low water levels in any river or canal;
- (b) lock closures, unscheduled vessel maintenance or other operational reasons;
- (C) road, river or weather conditions;
- national or local holidays affecting the closure of public (d) buildings or attractions;
- (e) Force Majeure Events;
- emergency events, accidents, injuries or other incidents (f) involving You or other passengers; and
- any other event beyond Our control.
- 5.7 Alterations to Your Itinerary or the Journey may include:
- (a) substitution of vessels for part or the whole of a Journey;
- (h) cabin changes on a vessel;
- (c)additional embarkations and disembarkations;
- substitution of alternate transportation, including the use of (d) motor coaches:
- (e) substitution of hotel accommodation for accommodation on a (b) vessel

- alterations to arrival and departure times; (f)
- alterations to sightseeing activities; and (q)
- (h) reductions or increases in the time spent at a location.
- 5.8 If We or the Operator substitute any vessel, motor coach or accommodation under this clause 5, We or they will use reasonable endeavours to provide You with a substitution of equivalent specification or quality, but some services and facilities may not be available for all substitute arrangements.
- 5.9 Any changes to Your Itinerary will be notified to You:
- (a) if prior to Your Journey Departure Date, by phone, email or post using the Guest Contact Details or via Your travel agent;
- (b) if during Your Journey, personally by Your Cruise Director or Tour Director.
- 5.10 To the maximum extent permitted by law, You agree that We are not liable to You for, and You release Us from, any cost, claim, loss, damage or expense whatsoever arising either directly or indirectly in connection with any alteration to Your Itinerary or substitution carried out in accordance with this clause 5, including without limitation any:
- (a) claim for distress, disappointment or loss of enjoyment arising from the alteration;
- (b) additional personal expenses incurred by You, including for food, beverages and personal items; or
- costs associated with any other travel arrangements affected (c) by the changes, including any costs and expenses incurred by You for cancelling or changing those other arrangements or arising from a failure to meet a connection.

#### 6. Your Journey obligations

- 6.1 For the comfort and safety of You and Your fellow passengers and other people. You must follow the Tour Director's and Cruise Director's instructions at all times.
- 6.2 If We, the Cruise Director, the Tour Director or Our staff or any Service Provider consider You are negatively affecting Your own health, safety or enjoyment, or that of other passengers, including by refusing to comply with instructions of the Tour Director or the Cruise Director, We may terminate the Contract and withdraw You from the Journey with immediate effect. If it is reasonably practicable to do so, the Tour Director or Cruise Director will provide a warning to You and allow You an opportunity to rectify Your behaviour before We withdraw You from the Journey.
- (vii) It Is not redeemable in whole or in part for cash and will expire 6.3 If You are withdrawn from the Journey under clause 6.2, You must make Your own travel and other arrangements at Your own expense and We are not liable to You for any loss, cost or damage You may suffer or incur.
  - 6.4 You must have a valid passport with an expiry date of at least six (6) months after the last scheduled day of Your Journey.
  - 6.5 You must ensure that You obtain prior to the Journey Departure Date all required entry visas for all countries to be visited during the Journey, as failure to obtain correct documentation may affect Your participation in certain shore excursions and entry to certain countries during the Journey.
  - 6.6 If You do not have the correct visa or other documentation necessary to enter a country or participate in any aspect of a Journey ("Documentation"):
  - (a) We will not refund to You all or any portion of the Journey Price: and
  - You will be responsible for any costs You incur as a result of (b) Your failure to obtain the required Documentation, including any costs associated with re-joining the Journey.
  - 67 If You are unhappy with something that does or does not happen on Your Journey, You must first use all reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal. In the first instance You should raise Your concern with the Tour Director or the Cruise Director as soon as reasonably practicable, as it may be possible for them to take steps to resolve Your concern with minimal delay.

#### 7. Notification of General Risks

- You acknowledge and agree that there are general risks associated with travelling, which are beyond Our control and We are not liable to You for any loss, cost or damage You may incur as a result of these general risks. Such general risks include:
- Journey variations or interruptions caused by road, river or (a) weather conditions; national or local holidays affecting the closure of public buildings and attractions; Force Majeure Events; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance;
- changes to the Journey and Your Itinerary in the circumstances described in clause 5.6 of these Conditions;

- (c) forces of nature; illness; flight schedule changes or cancellations; loss of luggage; epidemics or pandemics; political 9.4 If we cancel or delay a Journey in the circumstances described unrest; accidents; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or
- (d) other circumstances beyond Our control.
- 72 You must make Your own enquiries regarding Your Journey, including being aware of any relevant government travel safety warnings.

#### 8. Liability

- 8.1 Nothing in these Conditions or the Contract operates to exclude, restrict or modify the application of any provision of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any equivalent State or Territory legislation, the exercise of a right conferred by such a provision, or any of Our liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so. All exclusions and limitations of Our liability under the Contract must be read subject to this clause.
- 8.2 You acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:
- (a) any Journey risks or other aspects of the Journey disclosed to You in the Contract;
- (b) any change to Your Itinerary or delays in departure or arrival times of aircraft, vessels or otherwise during the conduct of the Journey:
- (c) any loss or damage to Your baggage or belongings;
- any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to You during the Journey, including air carriers, hotels, shore excursion operators, restaurateurs, transportation providers and medical personnel; or
- any disappointment or loss of enjoyment due to circumstances (e) outlined in the Contract or otherwise beyond Our control.
- 8.3 Subject to clause 8.1, but despite any other provision of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Journey Price You have paid 11.3 The parties submit to the non-exclusive jurisdiction of to Us.
- 8.4 To the maximum extent permitted by law and subject to clause 8.1, You acknowledge and agree We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.
- 8.5 To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded. Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following:
- (a) in the case of goods: the repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacement or supply of equivalent goods; or
- (b) in the case of services: supplying the services again or payment of the cost of supplying the services again.
- 8.6 Subject to clause 8.1, You acknowledge and agree that where Your Journey, any part of Your Journey, accommodation, flights or any other good or service are not directly provided by Us, but is provided by a Service Provider, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider, You must pursue Your claim directly against the relevant Service Provider.

#### 9. Force Majeure Event

- 9.1 If the performance of Our or a Service Provider's obligations is prevented, delayed or materially affected by the occurrence of a Force Majeure Event, those obligations are suspended for the duration of the Force Majeure Event.
- 9.2 We may cancel or delay a Journey as a result of the occurrence of a Force Majeure Event which prevents, materially affects or delays, or which we reasonably determine is likely to prevent, materially affect or delay, Our or a Service Provider's ability to provide the Journey:
- in accordance with the Contract; or
- to a standard which We consider will meet the reasonable (b) expectations of the Journey participants.
- 9.3 We will use reasonable endeavours to give You notice as soon as reasonably practicable of the occurrence of a Force Majeure Event that prevents, materially affects or delays, or Is likely to prevent, materially affect or delay, the performance by Us or a

Service Provider of our obligations under the Contract.

- in clause 9.2:
- (a) to the maximum extent permitted by law, Your sole and exclusive rights and remedies will be those set out in clause 5.4 of these Conditions;
- You acknowledge and agree that We are not otherwise liable (b) for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of the Force Majeure Event.

#### 10. Privacy and Data Protection

- 10.1 In order for Us to process Your Booking and provide the Journey to You, You will need to provide to Us, and We will need to use Personal Information. We will need to provide Your Personal Information to Service Providers, as well as customs and immigration authorities. We may also provide Your Personal Information to security and credit checking organisations. Some of the persons to whom We provide Your Personal Information are located overseas, including in countries that may not provide the same level of protection of Personal Information as Australia. By making a Booking You give Us Your consent to use and disclose Your Personal Information in the manner described in this clause 10.1.
- 10.2 We may also use Your name and the Guest Contact Details for marketing purposes, unless You tell Us that You do not want Us to do so. You may do this by contacting the Customer Service Contact Address.
- 10.3 We will otherwise deal with Your Personal Information in accordance with Our privacy policy, which can be found on Our (b) Website or provided on request.
- 11. General Provisions
- 11.1 We may only waive a right or remedy created under these Conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right.
- 11.2 The Contract is governed by the laws in force in New South Wales Australia
- the courts of New South Wales, Australia and any courts competent to hear appeals from those courts.
- 11.4 Any term which is, by its nature, intended to survive termination of the Contract survives termination.
- 11.5 In these Conditions, unless the context otherwise indicates a contrary intention:
- headings are for convenience only and do not affect (a) interpretation; singular includes the plural and vice versa; (b)
- (C) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
- (d) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (e) the word 'include' in any form is not a word of limitation;
- (f) no rules of construction apply to Our disadvantage on the basis that these Conditions or the Contract were prepared by Us:
- (g) a reference to a natural person includes their personal representatives; and
- a reference to a body (including institute, association or (h) authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- 11.6 The Journey Brochure is valid for Journey Departure Dates during the Validity Period unless otherwise indicated in Your Itinerary, and supersedes all previous brochures.

#### 12. Important notices about Your Journey

- 12.1 Journey Participation
- Special needs: We welcome You if You have a disability (a) or other special need, provided You are accompanied by a companion capable of providing all the assistance You require. Please note that although We will use reasonable endeavours to provide You with all the activities on Your Itinerary, depending on Your disability, You may not be able to participate in every activity and the Tour Director or Cruise Director will have the right to refuse Your participation if the Tour Director or Cruise Director believes Your health and safety or the health and safety of any other person may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of Booking.
- (b) Facilities: It is important to note that:

- some cruise ships do not have elevators, and ships that are equipped with elevators may not have elevator access to all decks;
- (ii) wheelchair passengers should be aware that cabin doors, rest rooms and corridors may not be wide enough to provide access for standard wheelchairs;
- requests for disabled rooms must be made at the time of (iii) Booking and are subject to availability;
- (iv) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up or at anchor, or on to motor coaches; and
- (v) wheelchairs and walkers can be carried in the luggage compartment of motorcoaches subject to space limitations.
- (C) Our discretion: We may, in Our absolute discretion, decline Your Booking if We are of the view that:
- (i) We cannot adequately provide for any or all of Your special needs:
- (ii) Your health, safety or enjoyment, or that of any other passengers attending the Journey may be at risk; or
- (iii) You cannot or will not abide by any reasonable directions of the Tour Director or Cruise Director.

#### 12.2 Cruises

- If Your Journey includes a Cruise, the following provisions apply: Deckplan: The deck plan, cabin sizes, images, inclusions and (a) layout in the Journey Brochure are indicative only and may vary. Pictured representations of cabins or rooms in Journey Brochures are not drawn to scale.
- Cruise Cabins: Your Journey Price is based on the Cabin category indicated in the Journey Brochure. Upgrades are subject to availability and will be at an additional cost. Cabin allocation is controlled by the Operator and We have no control over the cabin allocation. Specific cabin requests are a request only.
- (C) Shore Excursions: Shore excursions provided by independent third-party Service Providers are at Your own expense and can be purchased prior to Your Journey Departure Date. We recommend booking shore excursions at least 120 days prior to Your Journey Departure Date.
- Cruise Director: All cruising is independent and does not (d) include a dedicated Evergreen Journey/Cruise Director. A Cruise Director will only accompany EPRA journey series, subject to minimum numbers, unless Your itinerary specifies otherwise. This may not be the same Tour Director that escorts Your Journey and is subject to Journey numbers and Our discretion.
- (e) Dinner Reservations: Dinner times are scheduled on board. Preferred meal times may be requested at time of booking and are subject to availability.
- Photography: Our journeys offer some of the most spectacular (f) and beautiful photographic scenery in the world. However, We cannot guarantee that every scene or highlighted featured in a Journey Brochure or Itinerary will be available on each Journey. No refund or other compensation will be available for any resulting missed scene or photographic "opportunity".
- Smoking: Smoking is limited to designated smoking areas (q) during Your Journey.
- You acknowledge that We may restrict smoking to specific times and locations during Your Cruise for the comfort of all passengers.
- (ii) Smoking is not permitted on coaches or such other places as nominated by Us from time to time.
- (iii) Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the Journey, We cannot guarantee such opportunities will be available.
- (h) Noise, vibration and odour: While the Operators take reasonable steps to minimise noise, vibration and odours on the cruise vessels, You acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels, and that We accept no responsibility, and will not be liable to You in relation to any such noise, vibration or odour.

#### 12.3 Drones

- (a) General prohibition: Unless provided by Us or an Operator as part of an organised activity during Your Journey, the use of Drones is strictly prohibited at all times on Your Journey.
- (b) Legal restrictions: You should also be aware that, in addition to the prohibition in paragraph (a), the use of Drones is regulated or prohibited by law in many locations and unlawful use may result in arrest or prosecution by the relevant authorities.
- (C) Organised Activities: If We or an Operator allow You to operate a Drone as part of an organised activity during Your Journey,

You must strictly comply with all instructions of the activity leader.

- 12.4 Coaches
- (a) Seat rotation: To ensure all passengers have the opportunity to enjoy front and window seats, a daily seat rotation system is employed on all of Our coaches and You must follow the seat rotation system.
- (b) Travel sickness: If You suffer from travel sickness, You should arrange medication or other alternatives to treat symptoms, as We cannot make allowances for this.

#### 13. Additional Important Information

- 13.1 Air Travel and baggage
- (a) Airfare Conditions
- (i) All airfares are subject to availability and conditions apply.
- Our reservations consultant will book an appropriate fare for Your Journey.
- (iii) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our journeys. Full details and conditions may be obtained from Our reservations consultant or Your travel agent. If You have any questions or concerns please contact Our reservations consultant or Your travel agent.
- (iv) Airfares booked as part of Your Journey will be through an appropriate route although may not be a direct flight; some included flights are unescorted. If You request a customised route or direct flight You will be responsible for all additional costs.
- (v) Depending on departure date and time of booking the required booking class for airfare offer may be too far in advance to book with the appropriate airline. If the required booking class is unavailable air surcharges may apply. The flight quote including air taxes and surcharges will be confirmed once all air sectors are booked and confirmed.
- (vi) Taxes are defined as all airline and government taxes and surcharges. Taxes are subject to change and will be advised at the time of flight reservation.
- (vii) All flights are subject to schedule changes and class downgrades as determined by the operating airline. You acknowledge and agree that We accept no responsibility and will not be liable to You for any costs associated with these changes.
- (viii) All airfares are subject to availability and scheduled for travel to meet the Journey Departure Dates set out in the Journey Brochure. Any requests outside of the journey dates may incur seasonal surcharges as enforced by the airline.
- (b) Airport Transfers
- (i) Airport transfers are only available on the first and last day of Your Journey and at times We designate. Transfers outside these times will be at Your expense and must be secured by Your own arrangements.
- (ii) Passengers who have purchased Our pre and post Journey hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Journey start or end city only, on the day of the pre or post accommodation booking.
- (iii) If You do not book Your flights with Us, You must ensure Your flight details are provided to Us at least 60 days before the Journey Departure Date by:
- (a) entering Your flight details at the trip personaliser on the Website; or
- (b) contacting Us at the Customer Service Contact Address.
- (iv) No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations.
- (v) If You miss the pre-booked transfer You will be responsible for making Your own way to the Journey departure point, at Your own expense.
- (vi) Unless expressly stated in Your Itinerary, airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers, including Royal Suites transfer are not available in all locations. Please enquire for further details.
- (c) Carriers: The carriers (including airlines, rail and sea carriers used in association with the journeys) are not responsible for statements or features in Journey Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers.
- (d) Luggage
- Journey participants are entitled to one suitcase per person. Your suitcase must not exceed 76 x 53 x 28cms (30" x 21"x 11") and must not weigh more than 23kg (50lbs).
- (ii) Airline passengers should consult with their airline as size and weight restrictions may vary from airline to airline and also

according to the class booked.

- (iii) It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.
- (iv) You will be responsible for any excess baggage charges.
- 13.2 Sightseeing, Excursions and Special Activities on Journey
- (a) Sightseeing: Sightseeing in many historic towns and cities can only be undertaken by walking journeys as motorcoach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing journey may involve steps and extensive walking over uneven surfaces.
- (b) Mountain Excursions: Some journeys include mountain excursions involving high altitudes. Please consult with Your doctor to ensure that You have an adequate level of fitness and are in good health before participating in these excursions.
- (c) Seasonal Operation: Some Journeys are subject to seasonal operation which may not have been finalised at time of printing. If unavailable, they will be replaced with an activity of equal value.
- (d) Evergreen Discover More: All Discover More activities must be booked and paid for prior to departure and are subject to availability, seasonal and operational factors. Some activities require a minimum and maximum number of participants to operate.
- 13.3 Passenger Requirements
- (a) Special Diets: You must advise Us in writing of any and all special requests and dietary requirements at the time of Booking. We will make every reasonable effort to accommodate Your dietary requests but cannot guarantee that such requests can be met.
- (b) Vaccinations: It is Your responsibility to ensure You have all required vaccinations for Your Journey and We recommend You refer to www.smarttraveller.gov.au for full details and also consult Your doctor.
- (c) Medical Conditions: We strongly recommend a visit to Your doctor prior to Your Journey.
- (d) Solo Passengers and Single Accommodation
- (i) Prices quoted in Journey Brochures are on a twin share basis. If Your Booking is not a twin share booking We will notify You of the applicable single supplement rate ("Single Supplement Rate"), and You must pay the Single Supplement Rate for the Journey, at the time of Booking.
- (ii) If You are willing to share a room with another single traveller of the same gender, You must pay the Single Supplement Rate and we will use reasonable endeavours to match You with another single traveller of the same gender, but we cannot guarantee availability. If we are able to match You with another traveller and You remain matched throughout the entire Journey, You will be refunded Your single supplement rate within 2 weeks of journey completion. We accept no responsibility for the suitability of the allocated rooming partner.
- (iii) If at any time during the Journey, You consider Your rooming partner unsuitable, You must notify Us and We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Journey, subject to availability, and at Your own cost.
- (iv) A limited number of single rooms and/or cabins are available at a Single Supplement Rate for each Journey. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Journey, You will be required to continue to share with Your nominated rooming partner for the remainder of the Journey.
   (e) Young Passengers:
- (i) Passengers under the age of 18 years (as at the Journey Departure Date) must be accompanied by an adult and share their accommodation with an adult.
- (ii) Children under the age of 12 years are not encouraged (with the exception of Christmas journeys and Cruises) and are accepted or rejected at Our sole discretion.
- 13.4 Maps, Pictures and Images
- (a) Maps: Maps or journey depictions contained in Journey Brochures or any other brochures We issue are intended as an indication only and should not be relied upon as the actual route to be taken during the Journey.
- (b) Images: All images in Journey Brochures represent typical scenes and descriptive detail for each Journey, however it is possible that the particular subject matter may not be seen or experienced on Your Journey. Also, some pictures may have been digitally enhanced.

13.5 Hotel Accommodation

- (a) Substitution: We may substitute hotel accommodation of a similar standard in the place of the advertised hotel due to hotel availability issues. Any changes will be notified once confirmed with the hotel.
- (b) Responsibility: Although We have taken reasonable steps to secure the most suitable hotel accommodation in the area of the Journey. We are not liable to You for the quality, size or fitness of hotel rooms.
- 13.6 Flexible Booking Plan
  - Our Flexible Booking Plan is available at a cost of \$125 per person per Journey. The cost is non-refundable and must be paid at the time of Booking Your Journey. The Flexible Booking Plan does not, nor is it intended to, replace travel insurance. Details and terms and conditions of the Flexible Booking Plan are available on Our Website.

#### 14. Contact Details

14.1 To make, change or cancel a Booking or to make any enquiries regarding a Booking or to otherwise give Us any notice in accordance with the Contract, You should contact Our customer service centre as follows: Email: info@evergreen.com.au Telephone: 1300 364 414

#### Telephone: 1300 364 414

- **Postal:** PO Box 807, Newcastle, NSW 2300 Australia his is the Customer Service Contact Address.
- 14.2 Our customer service centre is open from 7.30am to 6.00pm Monday to Friday and 9.00am to 1.00pm Saturday (excluding public holidays in New South Wales) (Sydney time). Although We hope You won't need it, Our after-hours emergency number when calling in Australia is freecall 1800 620 105. Other emergency contact details are included in Your travel documents.
- 14.3 If You need to contact Us during Your Journey, We recommend that if it is practicable to do so, in the first instance You should try to contact the Tour Director or Cruise Director. Depending on the purpose of Your contact, they may be able to assist You, but otherwise they may direct You to contact Our customer service centre.
- 14.4 We will use the Guest Contact Details if We need to contact You before the Journey Departure Date. It is therefore very important that You keep the Guest Contact Details up to date and notify Us immediately of any changes. To update Your Guest Contact Details, please contact Us at the Customer Service Contact Address.

#### 15. Destination Specific Terms

- 15.1 The Department of Citizenship and Immigration Canada require a mandatory Electronic Travel Authorization (eTA), whereby citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorisation at https://www.canada.ca/en/ immigration-refugees-citizenship/services/visit-canada/eta. html before flying to Canada, unless otherwise exempt.
- 15.2 The United States Department of Homeland Security requires visitors to a United States Airport, passengers on a cruise ship in US waters or passengers on a coach entering the United States, to obtain formal travel authorisation prior to travel to the United States. The United States Department of Homeland Security recommends that travel authorisation applications be submitted at least 72 hours prior to travel to the United States. You may apply for travel authorisation at https://esta.cbp.dhs.gov/esta. and must be obtained prior to departure. United States Government security legislation also requires all cruise ship passengers to complete a Passenger Cruise Immigration online booking form at least 30 days prior to travel. Failure to do so may result in You being denied boarding. You should visit the applicable cruise line website to complete this form.
- 15.3 Currency and Credit Cards: All purchases on board are charged to Your shipboard account. The on board currency on cruise ships is US dollars. Shipboard accounts may be paid by USD or credit card.
- 15.4 We reserve the right to charge a per person fuel supplement in the event that the Brent\* Crude oil increases materially any time after 28 February 2019 up to and including the day of embarkation. \*Brent crude oil prices are published on www. Bloomberg.com.
- 15.5 We strongly recommend that You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with Your Cruise/Journey including cover for loss of luggage, medical expenses, costs and expenses incurred due to cancellations, delays or other disruptions or medical evacuation in remote areas.



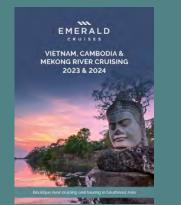
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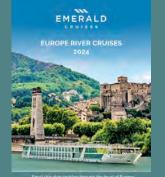
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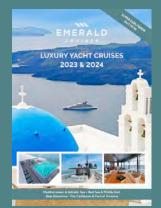
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