

TERMS AND CONDITIONS – EUROPE WINTER 2016-2017

The purchase of packages, flights, à la carte accommodations, à la carte visits and car rentals (hereinafter referred to as the “Services”) offered by Transat Tours Canada Inc. operating as Transat (“Transat”) constitutes a contract between you (the “Customer” or “Customers”) and Transat, which includes namely the terms and conditions described hereinafter. Please ensure that you carefully read and fully understand these terms and conditions prior to booking.

DESCRIPTION OF SERVICES AND PRICES

Transat has put forth all necessary efforts to ensure that all the information posted on www.transat.com (the “website”) is current and accurate at time of posting. However, changes to the Services, descriptions, prices and terms and conditions be made at any time after posting namely to add new services, correct errors and omissions or for reasons beyond our control. Any such updates will be published on this website or through notices to travel agents. In the event of any discrepancy between the terms and conditions in the Europe Winter 2016-2017 brochure in paper format and those on this website, the terms and conditions appearing on the latter shall prevail. Therefore, please contact your travel agent or visit this website to enquire about any such updates prior to booking.

SERVICES

Packages featured on this website include, unless indicated otherwise, roundtrip flights from the departure city to destination and roundtrip airport/hotel transfers at destination, accommodation for the length of stay in accordance with the room category and occupation selected, other service offerings related to such package, taxes and service charges (unless indicated otherwise).

Hotels featured on our website are available à la carte and include accommodation according to the length of stay, room category and occupation selected and all hotel taxes (unless otherwise indicated). Car rentals are subject to the terms and conditions that will vary in accordance with the car rental agency and country of rental. Please review the description of the various car rental services available on our website.

Services do not include personal expenses, tips, telecommunication fees, certain taxes as well as any services or activities that are not specifically described on the website.

For flights operated by an air carrier other than Air Transat, please contact your travel agent directly to know more about their applicable terms and conditions.

PRICES

Prices are based upon the prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect at time of posting on our website. Prices indicated are valid as of the day of posting and are subject to change without notice. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) on a per person basis and include the applicable retail sales tax and the federal goods and services tax, governmental and airport fees and duties, local airport taxes at destination, tourist card fees and service fees. For Québec residents, prices exclude the contribution to the *Compensation Fund for Customers of Travel Agents* amounting to \$1 per \$1,000 of travel services purchased.

Price reductions resulting from a promotion or a decision by Transat are applicable to new bookings only. Transat also reserves its right to refuse any booking made at an erroneous price.

For Services booked through a travel agent licensed in Quebec, prices may be increased in the event of the imposition of the air carrier’s surcharges, insofar as the exchange rate applicable 45 days before the date on which the Services are provided has increased by more than 5% since the date of the reservation. If the increase, without taking into account any increase in the Québec sales tax or the federal goods and services tax, is equal to or greater than 7% of the price of the Services, the Customer may choose between full and immediate reimbursement of the Services or the provision of similar services of the same price, otherwise the difference in price shall be borne by the Customer; no price increase may occur within 30 days preceding the date on which the Services must be provided.

For Services booked through a travel agent registered in Ontario, except if paid in full, the total price of the Services may be increased. If the cumulative increase, without taking into account any increase in the retail sales tax or the federal goods and services tax, is more than 7%, the Customer has the right to cancel the booking (and obtain a full refund of the Services) or opt for comparable alternate services acceptable to the Customer, as long as the price of the alternate Services corresponds to the price of the original Services, otherwise the difference in price shall be borne by the Customer.

DEPOSIT, FINAL PAYMENT DATES AND TRANSMISSION OF TRAVEL DOCUMENTS

Any reservation of Services must be accompanied by a deposit which must be paid to Transat at time of booking. Final payment must also be received by Transat within the delays set out for such Services. Deposits and final payment dates are subject to change and may vary for certain itineraries, hotel accommodations, promotional fares and groups. Connecting flights are payable in full at time of booking. The deposit amount (D) and the final payment date (FPD — in days prior to departure) for the Services are as follows:

Transatlantic Flights: D: \$250 — FPD: 61 days

Packages: D: \$250 — FPD: 45 days

À la carte accommodations: D: \$100 — FPD: 45 days

Studios and apartments: D: 25% of total rental cost — FPD: 45 days

Long-Term Car Rental (Peugeot/Renault/Dacia): D: \$90 per car — FPD: 45 days

Short-Term Car Rental: D: \$25 per car — FPD: 45 days

Excursions and Show Tickets: D: 100% of total cost — FPD: at the time of reservation

If final payment is not received within the required period, Transat reserves the right to cancel any such reservation and charge cancellation fees without prior notice and without recourse by the Customer. The applicable cancellation fees are outlined at the end of these terms and conditions.

Electronic tickets and other travel documents will only be issued by Transat or the travel agent once Transat has received payment in full for the Services. It is the responsibility of the Customer and of the travel agent to ensure that the information appearing on all travel documents is accurate and consistent with the reservation.

PAYMENT BY CREDIT CARD

Verbal or written authorization provided by the Customer to the travel agent for the use of a personal credit card number constitutes a confirmation of the reservation, acceptance of the present terms and conditions and authorization to pay the deposit and/or the purchase of Services, as the case may be. However, upon request by the travel agent or Transat, the Customer may be required to provide written confirmation that the credit card may be used without signature. Once a credit card number has been provided to Transat to guarantee a reservation, the travel agent becomes responsible for such payment and must keep a signed copy of the Customer's authorization on file.

Transat reserves the right to cancel any reservation without prior notice and without recourse by the Customer if credit card charges are not honored.

PROMOTIONS

The "Book Early and Save" promotion featured on our website is valid on new individual bookings made by no later than September 30, 2016 for travel between November 1, 2016 and April 28, 2017, and is not applicable to groups, cruises, guided tours, flights only or à la carte accommodations. With the purchase of a package, a non-transferable future travel credit of \$50 per adult and \$25 per child will be issued for the purchase of future Transat products to be redeemed no later than October 31, 2018. Furthermore, Customers will obtain a 30% discount on standard seat selection (with the purchase of a package only), subject to availability at time of booking. This discount is not applicable to seat selection made on the air carrier's website. Customers must call Transat at 1-877-872-6728 to select their seats. For stays longer than 2 weeks in Malaga, Faro and Lisbon for departures between November 1, 2016 and April 28, 2017, Customers will obtain a baggage allowance of 32kg (one checked bag per person).

These promotions, as well as any other promotions that may be announced by Transat during the season, are valid for new bookings only and may not be combined. Transat reserves the right to modify the conditions or withdraw any promotion at any time without notice.

FLIGHTS AND OTHER AIR, SEA AND GROUND TRANSPORTATION

Unless otherwise indicated, all flights are operated by Air Transat.

Changes: All flights offered by Transat are conducted in accordance with the air carrier's tariff and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and tariffs are also subject to approval by the relevant government authorities. Flight consolidations or changes in published schedules, aircraft type, days of operation, air carrier providing air travel or flight itineraries may be undertaken at any time and without prior notice, pursuant to the air carrier's tariff.

Flight schedules / connecting flights: Flight times, even as they appear on an airline ticket, are subject to change without notice. Flight schedules may be altered or affected by various circumstances over which the air carrier or Transat has no control. Customers having purchased a package or a flight with Transat are fully responsible for verifying flight times with the air carrier and/or Transat's representative during the 24-hour period immediately preceding the departure and/or the return flight. Transat undertakes to notify Customers reasonably in advance, through means it deems appropriate, of any schedule changes resulting in the advancement or delay of flight departure time or in case of flight cancellation. Customers who book connecting flights are responsible for allowing themselves sufficient time to make their connection. Transat will not be liable for any scheduling change or any missed flight connection, including any additional costs incurred and special, incidental or consequential damages (including namely the loss of revenues or salary and the loss of vacation days) arising from the foregoing.

Airport check-in: It is recommended that Customers arrive at the airport check-in counter at least 3 hours prior to departure, failing which their reservation may be cancelled and their seat assigned to another customer, with no right of recourse or refund.

Seat assignment: Unless pre-assigned, aircraft seating is conducted by personnel at the air carrier's check-in counter. In the event of the loss or unavailability of confirmed Club Class seats with Air Transat or similar upgrade with another air carrier further to the change of air carrier, aircraft type or flight consolidation, refund by Transat of the amount paid for Club Class service or similar upgrade shall be deemed a complete and final settlement.

Baggage: Air carriers have individual rules and regulations with respect to the number of bags allowed, weight and size. The authorized allowance for checked baggage granted by air carriers may also vary depending on the city of departure or return of a flight. Customers are invited to consult their travel agent or this website to obtain pertinent information. Please note that baggage and property are transported, stored and handled at owner's risk at all times.

Restricted/regulated items in checked or carry-on baggage: It is recommended that Customers consult our website prior to travel to determine if any restrictions apply to items contained in their checked or carry-on baggage or carried on their person that may pose a danger if carried by air.

Other applicable conditions and limitation of liability of the air carrier: The terms of carriage and claims relating to the loss of and damage to baggage are governed by the Montreal Convention or the Warsaw Convention, as the case may be, the applicable tariffs of the air carrier as well as the conditions of contract appearing on the airline ticket, boarding pass and baggage check and are subject to all applicable government regulations that establish the limit of the air carrier's liability. Once filed with and approved by federal regulatory authorities, any amendments or changes to the applicable air carrier's general terms and conditions of carriage are not subject to additional public notice and are legally binding. Any unused portion of an airline ticket on the dates specified cannot be used for travel on another flight, and upon request, may be subject to a partial refund of certain taxes and fees in accordance with Transat's terms and conditions.

Refusal to transport / removal of Customer: Transat shall not be liable for refusal for its or another air carrier's refusal to transport Customers caused by one of the following circumstances: a Customer who fails to register for a flight (no show), a Customer who jeopardizes public safety, a Customer who does not hold the proper travel documents or the latter are invalid, a Customer who violates or may violate any applicable law; or Transat or the air carrier deems it necessary to deny boarding of a Customer in order to prevent any danger or risk to such Customer or to any other person or property, or to ensure the safe conduct of the flight.

This section also applies, with the necessary adjustments, to ground and maritime (ships and ferries) transportation.

MINORS

A Customer who is a minor pursuant to the laws of the country of travel must be accompanied by a parent or a legal guardian that is over the legal age in such country and must share the same room. Air navigation orders adopted by Transport Canada allow infants (under 2 years of age at date of completion of travel) to travel free of charge provided they do not occupy a seat (the purchase of a tourist card may be required for certain destinations). A flight reservation must be made and no meal service will be provided. Please consult the air carrier to enquire about the conditions and fees applicable to the transportation of unaccompanied minors.

TRAVEL INSURANCE

Transat highly recommends the purchase of travel insurance at time of booking to cover against unexpected events, namely trip cancellation, damage or loss of luggage, as well as insurance covering medical and hospitalization costs abroad. Insurance premiums are payable in full at time of booking. Consult your travel agent or our website for more information on the various insurance plans available.

TRAVEL DOCUMENTS

A valid Canadian passport is the only reliable and universally accepted proof of Canadian citizenship and is required everywhere and at all times to travel outside of Canada. Certain countries require that passports be valid for 6 months beyond the date of return to Canada. Customers are responsible for obtaining, at their own expense, all necessary travel documents required by the relevant government authorities, including all ports of call, and to comply with the various laws thereof. Canadian citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be required for permanent residents/landed immigrants who are not Canadian citizens. One parent travelling with a child under the age of 18 may have to obtain a notarized letter of consent signed by the parent not travelling.

Customers are fully responsible for obtaining the required travel documents and must have all the necessary documents in hand prior to departure. For more information on required travel documents, please visit www.travel.gc.ca. Customers who fail to provide the required documents may be denied boarding privileges by the carrier, cruise line or relevant authorities, without further recourse or the possibility of a refund. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. Transat shall not be liable for any assistance or information provided by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given verbally, in writing or otherwise, or for any adverse consequences to any Customer resulting from the failure to obtain such documents or to comply with such laws.

CUSTOMER ADVISORY

Certain events are part of normal unpleasant occurrences which may arise when travelling abroad. The Customer realizes this possibility, solely assumes the consequences thereof and agrees that Transat cannot be held responsible for any damages owing to such occurrences as outlined hereafter.

Living standards: Customers are asked to bear in mind and accept that living standards, including religions, local practices, political regimes and sanitary conditions at destination, as well as the conditions with respect to the provision of public utilities, services and accommodations, may differ from those found in Canada.

Service disruptions: Certain services including water, electricity, air conditioning, hot water, security measures and other services or benefits may be partially or completely suspended or interrupted during the Customer's stay. Likewise, depending on the hotel's occupancy rate, à la carte dining may be replaced by buffet dining or vice-versa.

Food, water and beverages: The quality of food, water and beverages served abroad may differ from North American standards and therefore may lead to health issues or illness. As such, Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

Social and sports activities: Some social activities, organized sports and entertainment, as well as the use of sports equipment, are included in packages and as such, do not impact the cost of packages. These added benefits vary and are subject to change or cancellation at any time during the Customer's stay without notice.

Insects: Insect life thrives in certain climates and can therefore be commonly found inside and outside of any hotel, regardless of its classification. Customers are advised to take all necessary precautions.

Natural phenomena: Certain natural phenomena may occur at times causing temporary or permanent changes to the natural landscape.

Construction and maintenance: In order to maintain the quality of services, resorts must regularly undergo maintenance, improvement and renovation work and, in some instances, expansion. Whenever construction or maintenance work likely to interfere with the use and enjoyment of any accommodation is brought to the attention of Transat, every reasonable effort will be deployed to promptly notify Customers however, Transat cannot be held accountable for any inconvenience caused to them.

Religious holidays, school breaks, elections and conventions: Certain inconveniences, such as cancellation or unavailability of some Services may arise, when travelling during periods designated as religious holidays, school breaks, elections or conventions. Given that these periods vary according to the country and relevant authorities, it is practically impossible for Transat to provide any indication of such dates. The Customer acknowledges this and solely assumes the possible consequences of travelling during these periods.

ROOM ALLOCATION

Hoteliers are solely responsible for room allocation, in accordance with the category reserved by the Customer. Transat has no responsibility with respect to the location, décor, furnishings or type of bed therein, which may vary in accordance with the location of the room on the hotel premises. Should a Customer choose to alter the room category upon arrival at destination, these changes may be made subject to availability and payment of additional fees. Please contact the local representative or the hotelier at destination for any hotel room change.

CHECK-IN AND CHECK-OUT CONDITIONS

The Customer acknowledges and accepts that it is customary for hoteliers to request that occupants check in between 1 PM and 3 PM and check out by 11 AM on the scheduled day of departure or on the day immediately preceding an early night departure. The hotelier will advise the Customer upon check-in of the appropriate check-out time. Whenever meals and/or drinks are included in the package, a Customer is eligible for said services from the time of check-in until the time of check-out.

CUSTOMERS WITH SPECIAL NEEDS

Customers requiring special care or attention during travel must advise the travel agent (or Transat) and the air carrier of any and all specific needs at time of booking, so that appropriate measures can be taken to allow access to air travel and hotel accommodations.

CHANGES TO TRAVEL SERVICES BY TRANSAT

If certain booked Services are no longer available prior to the Customer's departure or after arrival at destination, Transat reserves the right to replace them with comparable Services, or alternatively, to cancel them. If the replacement Services are of lesser value, Transat's liability shall be limited to the sole difference in cost. If the replacement Services are of greater value, the Customer will be required to disburse an amount equal to the difference between the price of the Services purchased and that of the replacement Services. The Customer will be entitled to refuse such replacements if they occur prior to departure. In this case and in the event of a cancellation, Transat's liability shall be limited to the reimbursement of the price of Services paid by the Customer. Itineraries and times described on our website are for reference only and are subject to change. Itineraries, tours, accommodations or means of transportation are subject to change without notice. Local tour operators and guides reserve their right to alter or substitute alternative itineraries with or without prior notice to the Customer, such decision being final and without any recourse against Transat.

CHANGE AND CANCELLATION FEES

In certain circumstances, Transat or the supplier will allow Customers to make certain changes to their reservation. If such changes are not allowed or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees for the Services will apply.

CUSTOMERS RESPONSIBILITY

Statement to the travel agent: Customers are responsible for advising their travel agent of their intentions, expectations and needs, as they relate to the proposed travel, before the reservation is completed.

Health: Customers whose physical condition so requires must ensure that they have a sufficient quantity of any required medication, and that they must carry such medication in their hand baggage at all times. Customers must also consult competent medical authorities prior to departure about preventive medical measures to be taken as regards the countries visited. Customers are responsible for ensuring that they are fit to travel. As certain excursions can be strenuous, please enquire before booking

Pregnant women: The air carrier may refuse pregnant women for whom air travel may involve a risk to themselves or their unborn children. In these cases, a medical certificate establishing the due date and fitness to travel may be required prior to departure. Please ask your travel agent for the air carrier's policy in this regard.

Sports and activities: Sports and other activities described on this website are provided for information purposes only and are not meant to incite Customers in any way to participate in them. Transat cannot be held responsible for any accident or mishap occurring at destination during the practice of any sport and/or activity in which Customers participate of their free will and initiative.

FORCE MAJEURE

Transat shall not be liable for any claim, loss or damage to a person or to property, cost, expense, inconvenience, loss of enjoyment or of time, disappointment or frustration, either mental or physical, resulting from any delay, cancellation, accident, illness, injury or death, resulting from (but not limited to):

- An act of god or force majeure or of a third party;
- A war, revolution, insurrection, riot, embargo, terrorist act or consequences thereof, nuclear disaster or any other unlawful act against public order or authority;
- A fire, flood, explosion, earthquake, volcanic eruption, epidemic, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather condition;
- Accident to or malfunction of an aircraft, ship or any equipment used in connection therewith, loss of or hijacking of an aircraft or a ship, or any shortage of or inability to provide labor, fuel or facilities;
- Any strike, lockout, labor dispute or other labor relations issue or other industrial disturbance whether involving Transat employees, employees of its suppliers or others upon whom Transat relies;
- Any decision of any governmental authority or legislative body having jurisdiction in the circumstances, and whose action or inaction may affect the conduct of Transat's operations;
- Any default from a supplier upon whom Transat relies for the performance of the whole or any part of the Services described and provided herein; or
- Any other occurrences beyond the reasonable control of Transat, whether actual, threatened or reported, which may interfere with Transat's operations or that of its suppliers.

EXCLUSION OF LIABILITY

Transat makes arrangements with air carriers, cruise lines, hoteliers, local tour operators and other independent parties to provide the Customer with Services. Although Transat takes care in selecting its suppliers, it has no control over them and cannot be held responsible for their actions, omissions, fault or negligence, or that of their employees or sub-contractors, nor for any loss or damages suffered as a result thereof. Services provided are subject to the conditions imposed by the suppliers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements. The present terms and conditions of this section shall extend and benefit all Transat's representative, agents and employees.

EXCURSIONS AND À LA CARTE VISITS

The Customer may wish to participate in optional à la carte visits, excursions, sightseeing tours or other activities (collectively, the "excursions") that may be offered by Transat on behalf of local suppliers for an additional fee. These excursions are purchased at the Customer's sole risk, and Transat shall not be held liable for the quality or safety of such excursions that are organized and conducted by a third party supplier who may adhere to security standards and norms that may differ from those of the Customer's country of origin. Any written or verbal contract and representation for such excursions shall be deemed to have been made between the Customer and the supplier of such excursions and shall be undertaken at the Customer's own risk of loss, damage or injury. Transat shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such excursions.

CONFIDENTIALITY

Transat protects the confidentiality of the personal information of its Customers in accordance with applicable laws. We invite you to consult our "Personal Information and Privacy Protection Policy" on this website.

COMMENTS AND CLAIMS

Should a Customer require assistance to remedy any problem at destination, the Customer must immediately contact the Transat representative. Alternatively, the Customer must either contact the local representative, tour guide, hotel manager or Transat directly at the following e-mail address: customerrelations@transat.com. If a problem cannot be resolved or dealt with immediately, Customers are requested to forward their comments or claims in writing to their travel agent or to Transat within 30 days of the date of return.

APPLICABLE LAWS

This contract is deemed to be executed and governed by the laws of the province in which the Canadian gateway city is located. The voiding of one or other of the clauses hereto shall neither annul nor invalidate these terms and conditions.

CHANGES AND APPLICABLE FEES – PACKAGES, HOTELS ROOMS AND AIR TRANSAT FLIGHTS

The following outlines the various changes permitted and applicable fees payable per person with respect to certain Services booked. Fees apply to each change requested by the Customer and are cumulative. Changes indicated with an asterisk (*) are subject to prior approval of the supplier and the Customer must bear any price difference for the Services between the date of the reservation and the date of the

change (excluding any applicable promotion) in addition to the applicable change fees (no reimbursement will be provided if the price of the Services is lower further subject to the change).

IMPORTANT: Transat or a supplier may, from time to time, offer special rates for certain hotels or types of rooms therein for which no change will be allowed without penalty. These special rates bear the words “non-refundable” or “no changes allowed” and the terms and conditions appearing below will therefore not apply.

PACKAGES

Name correction

1 day or more prior to departure: No charge
Less than 24 hours prior to departure: Not allowed

Name change/passenger change

Not allowed.

Change of departure date, hotel or destination

22 days or more prior to departure: \$150*
21 days or less prior to departure: Not allowed

Change of room category

8 days or more prior to departure: \$50* (per room)
7 days or less prior to departure: Not allowed

Change of room occupancy¹

8 days or more prior to departure: \$50*
7 days or less prior to departure: Not allowed

Any other change

Consult your travel agent.

Cancellation

46 days or more prior to departure: \$250
45 to 22 days prior to departure: 50% of total cost
21 days or less prior to departure: 100% of total cost

¹In the case of a change to room occupancy, any price difference will be borne by the Customer(s) who will occupy the room further to such change
Note: the above-mentioned changes are applicable only to packages with an Air Transat flight.

HOTEL ROOMS

Name correction

4 days or more prior to check-in: No charge
3 days or less prior to check-in: Not allowed

Name change²

8 days or more prior to check-in: \$50
7 days or less prior to check-in: Not allowed

Change of room category

8 days or more prior to check-in: \$50* (per room)
7 days or less prior to check-in: Not allowed

Change of room occupancy³

8 days or more prior to check-in: \$50*
7 days or less prior to check-in: Not allowed

Cancellation

4 days or more prior to check-in: \$100

3 days or less prior to check-in: 100% of total cost (maximum 3 nights)

² One name change per reservation.

³ In the case of a change in room occupancy, any price difference will be borne by the Customer(s) who will occupy the room further to the change.

AIR TRANSAT FLIGHTS

Name correction

1 day or more prior to departure: No charge

Less than 24 hours prior to departure: Not allowed

14 days or more prior to return flight: Not allowed

Name change/passenger change

Not allowed.

14 days or more prior to return flight: Not allowed

Change of flight, departure date or destination

1 day or more prior to departure: \$300 (per segment)

Less than 24 hours prior to departure: Not allowed

14 days or more prior to return flight: \$200 (per segment)

Any other change

Consult your travel agent.

Cancellation

61 days or more prior to departure: \$250

60 to 8 days prior to departure: \$300

7 days or less prior to departure: 100% of total cost

14 days or more prior to return flight: 100% of total cost⁴

⁴ These cancellation fees are also applicable to any cancellation made 13 days or less before the date of the return flight.

CANCELLATION FEES – OTHER SERVICES

Cancellation fees are 100% of the total cost at all times for:

- domestic and connecting flights;
- flights offered by an air carrier other than Air Transat; d
- excursions, show tickets and travel insurance.

Cancellation fees for studios and apartments are as follows:

- 31 to 16 days prior to check-in: 25% of total cost;
- 15 to 9 days prior to check-in: 50% of total cost;
- 8 to 3 days prior to check-in: 75% of total cost;
- 2 days or less prior to check-in: 100% of total cost.

OPTION FLEX TERMS AND CONDITIONS

DESCRIPTION

The Option Flex program ("Option Flex") is available at a cost of \$89 per person. It must be purchased on the day of booking and is non-refundable. Option Flex is offered by Transat Tours Canada Inc. ("Transat") to Customers purchasing packages featured on this website and is not available for group bookings, flights, à la carte accommodations, guided tours, "Spain and Portugal" packages or packages including car rentals, transfers by air or by train, cruises or high-speed boat. With Option Flex, the Customer will have the flexibility to make a change or cancellation to their booking as described hereafter, and Transat will waive its right, where applicable, to increase the price of the package after the booking date on account of the air carrier's surcharges.

The Customer may benefit from only one change or cancellation under Option Flex. Any request for change or cancellation must be made directly to the Customer's travel agent and be received by Transat at least 3 hours prior to departure, and in the case of a name or passenger change, at least 7 days prior to departure. If the Customer's travel agent is unavailable, the Customer may make a change or cancellation request by contacting Transat at 1-866-322-6649 (24 hours a day, 7 days a week). The date of the change or cancellation will be deemed to be the date on which such a request is received by Transat. Any change or cancellation request not received within these timelines will not be accepted and the cancellation or change fees outlined above will apply if the Customer does not travel. If a change or a cancellation is permitted, the Customer must repurchase Option Flex at the time of said change or cancellation in order to be entitled to its benefits for any future travel.

CHANGES

The following changes are available under Option Flex: a) name change or passenger change; b) change of departure date, hotel or destination; c) change of room category; or d) change in room occupancy. Certain changes are subject to availability.

If the requested change cannot be made prior to departure, Transat may offer alternate solutions to the Customer; if such alternate solutions are not acceptable to the Customer or if none are offered by Transat prior to the scheduled departure date, the Customer will then have the option to change the departure date and destination and select a new Transat package or cancel the booking as described herein. In the event of a change of departure date, hotel or destination, the Customer must reserve a new Transat package with the travel agent and travel at the latest six (6) months from the initial departure date.

Any price differential resulting from any change or the selection of a new package must be paid by the Customer (and in the case of a change in room occupancy, by the Customer(s) who will occupy the room further to such change). No refund will be provided if the price of the new package or hotel room thereof is lower following such change.

In the case of a name change or passenger change, the total package price must be paid on the date of such change and the new passenger will have to provide any documents required by Transat and a written consent signed by both the original and the new passenger confirming such transfer of package.

CANCELLATION

In the event of a cancellation, a refund of the Customer's package in the original payment method and/or Option Flex travel credits will be provided within a period of approximately 15 days, in accordance with the terms stated below. As well, a waiting period of 15 days from the date of cancellation will apply before a new booking can be made by the Customer. If Option Flex travel credits are provided as part of the refund, they will be credited to the Customer's account with their travel agent to be used for the future purchase of any Transat travel product. Option Flex travel credits remain valid for six (6) months following the initial departure date and must be used in the same timeframe, and are non-transferable and non-refundable.

46 days or more prior to departure: The amount of the deposit paid or of any payment made up to \$250 in Option Flex travel credits and the balance in the original mode of payment (excluding Option Flex fees and tourist card fees).

45 to 22 days prior to departure: 50% of the total price of the package in Option Flex travel credits and the balance in the original mode of payment (excluding Option Flex fees and tourist card fees).

21 days to 3 hours prior to departure: 100% of the total price in Option Flex travel credits (excluding Option Flex fees and tourist card fees).

The Option Flex program is not a travel insurance plan and does not replace such insurance coverage, both of which should be purchased prior to departure.

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Transat Tours Canada Inc. doing business as Transat is registered as a travel agent in Québec (reg. no. 754241), a travel wholesaler in Ontario (reg. no. 50009486) and a travel agent/wholesaler in British Columbia (reg. no. 2454) with offices at Place du Parc, 300 Léo-Pariseau, Suite 500, Montreal, Quebec H2X 4C2 • 191 The West Mall, Suite 800, Etobicoke, Ontario, M9C 5K8 • 1090 West Pender Street, Suite 1110, Vancouver, British Columbia, V6E 2N7.