

TERMS & CONDITIONS – SOUTH 2016-2017

The purchase of packages, flight, à la carte accommodations, excursions 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 included namely the terms and conditions outlined hereinafter. Please ensure that you carefully review and understand these terms and conditions prior to booking.

ACCURACY OF INFORMATION

Transat has put forth all necessary efforts to ensure that the information 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 can be made at any time without notice after posting, namely to add new Services, correct errors and omissions or for reasons beyond our control. Any such updates will be published on the Website or through notices to travel agents. If there is any discrepancy between the terms and conditions in the Transat Sun 2016-2017 brochure in paper format (or its equivalent e-brochure) and those posted on the Website, the terms and conditions appearing on the latter shall prevail. Therefore, please contact your travel agent or the Website to obtain any updates prior to booking.

SERVICES

The packages featured on the Website include, unless otherwise indicated, roundtrip flights from the selected departure city and destination, roundtrip airport/hotel transfers at destination, accommodation for the length of stay in accordance with the room category and occupancy selected, other service offerings related to such package, hotel taxes and service charges (unless otherwise advised) and the services of a Transat destination representative.

Certain hotels featured on the Website are available à la carte and include accommodation according to the length of stay, room occupancy selected and all hotel taxes (unless otherwise indicated). Car rentals are subject to specific terms and conditions that may vary in accordance with the car rental agency and country of rental. Please consult the Website for more information in this regard.

The Services do not include personal expenses, tips, telecommunications fees, certain taxes or any other Services or activities that are not specifically described on the Website.

PRICES

The prices given on the Website are set based on several factors including, but not limited to, the prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect at time of posting. To the best of our knowledge, prices indicated are valid at the time 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, 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* of \$1 per \$1,000 of 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 Québec, prices may be increased in the event of the imposition of the carrier’s surcharges or an increase in the exchange rate, 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 are to be provided.

For Services booked through an Ontario registered travel agency, 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, PAYMENT AND TRANSMISSION OF TRAVEL DOCUMENTS

Any reservation of Services made 45 days or more prior to departure date must be accompanied by a deposit in the amount of:

- \$250 per person for packages;
- \$200 per person for flights only;
- \$100 per person for à la carte hotel rooms (unless otherwise specified).

Unless otherwise indicated, final payment must be received by Transat at least 45 days prior to the date of departure. Reservations made 45 days or less prior to departure must be accompanied by payment in full. Connecting flights, Option Flex fees and insurance premiums are payable in full at the time of booking. Final payment dates are subject to change and may vary for à la carte accommodations, promotional fares and groups.

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

Electronic tickets and other travel documents will 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 OF SERVICES

Verbal or written authorization provided by the Customer 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, the Customer may be required to provide written authorization that their credit card may be used without signature. Once a credit card number is transmitted to Transat to guarantee a reservation, the travel agent becomes responsible for payment of the Services and must keep a signed copy of the Customer's authorization on file.

Transat reserves the right to cancel any reservation, totally or partially, without prior notice and without recourse by the Customer if payment is not honored.

PROMOTIONS

The **Book Early** promotion advertised on the Website applies to new individual bookings of a Sun package before October 31, 2016, for departures between December 15, 2016 and April 30, 2017, and does apply to flights only, groups, cruise packages, guided tours, Florida packages, Duo packages or à la carte accommodations. By booking early, Customers will benefit from these advantages:

1. a non-transferable travel credit of \$50 per adult (\$25 per child) for the future purchase of Transat products to be redeemed by October 31, 2018;
2. the opportunity to modify travel dates up to 3 hours prior to departure if booked by September 30, 2016, or up to 7 days prior to departure if booked by October 31, 2016 (except for packages at Sandals Resorts, Beaches Resorts, Grand Pineapple Beach Resorts and hotels in Saint-Lucia and Curaçao). Customers will be permitted to change their original travel date only once and travel must be completed by October 31, 2017. Changes to travel dates are subject to hotel and flight availability. If the price on the new travel date is higher, the Customer must pay the difference. Transat will be not required to issue a refund if the price on the new travel date is lower than the initial price. Any change of travel date must be made through the Customer's travel agent and received by Transat within the specified timelines, failing which the reservation shall be presumed cancelled and the cancellation fees stipulated in these terms and conditions will apply. If the travel agent is unavailable, the Customer may contact Transat at 1-866-322-6649 (24 hours a day, 7 days a week). Customers who request a change of travel date and do not travel by October 31, 2017 will also be deemed to have cancelled their package and the cancellation fees stated herein will apply.
3. Customers who book a Luxury or Distinction Collection package of a minimum 7-night stay by October 31, 2016 for travel between December, for travel between December 15, 2016 and April 30, 2017, will benefit from our **Price Drop Guarantee** (the "Guarantee"). If a package from these Collections becomes available at a price lower than the one initially paid, the Customer will be entitled to a refund of up to \$400 per adult (\$200 per child). This Guarantee is valid up to 30 days before departure and may only be applied once to a booking, at the Customer's request, insofar as the package is identical to that initially booked (same travel dates, departure city, flight, destination and room category) and is available at the time such Guarantee is invoked by the Customer. Once the Customer's request is approved, the price will be adjusted and final payment becomes due immediately. This Guarantee is only applicable to Luxury or Distinction Collection packages and is not applicable to groups, flights only, cruise packages, guided tours, Florida packages, Duo packages, à la carte accommodations and packages at Sandals Resorts, Beaches Resorts, Grand Pineapple Beach Resorts, Marival Residences Luxury Resort Nuevo Vallarta or packages at hotels in Saint-Lucia. This Guarantee may be discontinued or modified at any time without notice.

If a package in the Luxury or Distinction Collection is booked before September 30, 2016, the Client will receive a free upgrade to Option Plus (subject to availability). This upgrade, valued at \$89, includes standard seat selection, priority check-in and boarding and a supplementary baggage allowance and is not applicable to seat selection made on the air carrier's website (subject to availability).

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

FLIGHTS AND OTHER AIR, SEA OR 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 and changes affecting published schedules, aircraft type, days of operation, air carrier providing air travel and flight itineraries may be undertaken at any time without prior notice, in accordance with the air carrier's tariff.

Flight schedules and connecting flights: Flight times, even as they appear on airline tickets, 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 entirely responsible for verifying flight times with the air carrier (or Transat's destination representative) during the 24-hour period immediately preceding outward and return flights. 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 times or in case of any flight cancellation. Customers with connecting flights have the responsibility to allow themselves sufficient time to make their connection. Transat will not be liable for any scheduling change or missed flight connection, including any additional costs incurred and special, incidental or consequential damages, including the loss of wages and vacation days, arising from the foregoing.

Airport check-in: We recommend that Customers arrive at the airport check-in counter at least 3 hours prior to departure in order to allow sufficient time to obtain their boarding pass and register their baggage. Air Transat check-in counters close one (1) hour prior to the time of departure, therefore passengers arriving after that time may be denied boarding. Customers must also be at the boarding gate at the specified time, failing which their seat may be re-assigned to another passenger and their reservation may be cancelled, with no right of recourse or refund.

Seat assignment: Unless pre-selected, 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 a change of air carrier, aircraft type or flight consolidation, the 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 dimensions. 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 under the *My Booking* tab 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: We recommend that Customers consult the Canadian Air Transport Security Authority's website (www.catsa.gc.ca) 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: Air transport conditions and claims relating to the loss of, or damage to, baggage are governed by the Montreal Convention or the Warsaw Convention, as the case may be, the applicable tariff of the air carrier and the conditions of contract appearing on the airline ticket, boarding pass and baggage check and are subject to any governmental regulations that establish the limits of liability of the air carrier. Once filed with and approved by the federal regulatory authorities, any amendments or changes in the general terms and conditions of carriage of the concerned air carrier are not subject to additional public notice and are legally binding. Any unused portion of an airline ticket on the dates specified cannot be honored 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 its or another air carrier's refusal to transport Customers arising from the following circumstances: a Customer fails to register for a flight (no show), a Customer jeopardizes public safety, a Customer does not hold the proper travel documents or the latter are invalid, a Customer violates or may violate any applicable law, if the final payment is not honored; 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 maritime and ground 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 for this purpose and no meal service will be provided. Please contact 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 any unexpected events, namely trip cancellation, loss of, or damage to baggage and insurance covering medical and hospitalization costs abroad. Insurance premiums are payable in full at time of booking. Please contact your travel agent or visit the Website under the *My Booking* tab for more information on the various insurance plans available.

TRAVEL DOCUMENTS

A valid Canadian passport is the only reliable and universally accepted travel and identification document available to Canadians for the purpose of international travel. Certain countries require that passports be valid for six (6) months beyond the date of return to Canada. It is the responsibility of Customers to obtain, 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 is required for permanent residents/landed immigrants who are not Canadian citizens. Minors travelling with only one parent or legal guardian may have to obtain a signed affidavit by the other parent authorizing the child to travel abroad.

Customers are fully responsible for obtaining the required travel documents and must ensure they have 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 travel documents may be denied boarding privileges by the carrier or relevant authorities, without further recourse or the possibility of a refund. Entry to another country may also be refused even if the required 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, whether transmitted verbally, in writing or otherwise, in connection with obtaining the necessary travel documents or complying with any applicable laws; or for any adverse consequences to any Customer resulting from the failure to obtain such documents or to comply with any 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 and sanitary conditions, local practices, political regimes, religions, as well as the conditions with respect to the provision of public utilities and accommodations at destination, may differ from those in Canada.

Service disruptions: Certain services, namely local public water, electricity, hot water, air-conditioning, safety equipment 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: Participating hotels may offer social activities, entertainment, organized sports and the use of sports equipment which 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 prior notice.

Insects: Insect life thrives in tropical climates and can therefore be commonly found inside and outside of any hotel, regardless of its classification. Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

Natural phenomena: It is possible that 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 and 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 location of the room, decor, 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, such change may be made subject to availability and payment of additional fees. Please contact your Transat destination representative for any hotel room change.

HOTEL CHECK-IN AND CHECKOUT

The Customer acknowledges and accepts that check-in time for most hotels is between 1 PM and 3 PM and that checkout time can be as early as 11 AM on the day of departure (or by noon on the day immediately preceding an evening flight). The hotelier will advise the Customer at check-in of the appropriate checkout time. Whenever meals and/or drinks are included in a package, the Customer is eligible for said services from the time of check-in until the time of checkout. Customers who wish to check-out later than the specified time may be required to pay additional charges.

CUSTOMERS WITH SPECIAL NEEDS

Customers requiring special services or assistance while travelling 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 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 initially purchased and that of the replacement Services. The Customer will be entitled to refuse such replacement Services 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 amount disbursed by the Customer for said Services.

CHANGES AND CANCELLATION BY THE CUSTOMER

In certain circumstances, Transat or the supplier will allow Customers to make certain changes to their reservation. If such change is not permitted or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees for the Services will apply. Please consult the *Change and Cancellation Fees* section at the end of these terms and conditions.

CUSTOMER RESPONSIBILITY

Statement to the travel agent: Customers are responsible for advising their travel agent or Transat 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 (whether prescription or other) and that such medication be stored in their carry-on baggage at all times. Customers must also consult competent medical authorities prior to departure to enquire about preventive medical measures to be taken as regards the country visited. Customers are also responsible for ensuring that they are autonomous and fit to travel.

Pregnant women: The air carrier may refuse pregnant women for whom air travel may involve a risk to themselves or their unborn child. In these cases, a medical certificate establishing the due date and fitness to travel may be required prior to departure. Please contact your travel agent or visit the Website under the *My Booking* tab for further information.

Sports and activities: Sports and other activities described on the 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, whether mental or physical, resulting from any delay, cancellation, accident, illness, injury or death resulting from, but not limited to:

- Any act of god or force majeure or of a third party;
- Any war, revolution, insurrection, riot, embargo, terrorist act or consequences thereof, nuclear disaster or any other unlawful act against public order or authority;
- Any fire, flood, explosion, earthquake, volcanic eruption, epidemic, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather conditions;
- Any 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 relations issues 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 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 causes 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, hoteliers, local tour operators and other independent parties to provide Services to the Customer. Although Transat takes care in selecting its suppliers, it has no control over them and cannot be held responsible for their actions, omissions, faults or negligence, or that of their employees or sub-contractors, nor for any loss or damages suffered as a result thereof. Services 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 terms and conditions of this section shall extend to and benefit all of Transat's representatives, agents and employees.

EXCURSIONS AND À LA CARTE VISITS

The Customer may wish to participate in optional excursions, à la carte visits, 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 or 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 is committed to protecting the personal information of its Customers and their right to privacy in accordance with applicable laws. Please follow this link to view our [Privacy Policy](#).

COMMENTS AND CLAIMS

Should any problem occur at destination, the Customer must immediately contact the Transat destination representative. Alternately, the Customer must contact the local representative, hotel manager or Transat directly at the following email 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 Transat within 30 days of the date of return.

APPLICABLE LAW

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.

CHANGE AND CANCELLATION FEES

The following outlines the various changes permitted (and applicable fees) and cancellation fees payable per person (plus tax) with respect to certain booked Services. Fees apply to each change requested by the Customer and are cumulative. Changes indicated with an asterisk (*) are subject to the prior approval of suppliers and the Customer must pay 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 to such change).

IMPORTANT: Transat or a supplier may, from time to time, offer special rates for certain hotels or types of rooms for which no change will be allowed without penalty. These special rates bear the words "non-refundable tariff" or "no changes allowed" therefore the fees appearing hereafter will 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 change¹**

46 days or more prior to departure: \$50

45 to 22 days prior to departure: \$100

21 to 8 days prior to departure: \$300

7 days or less prior to departure: Not allowed

***Change of departure date, hotel or destination**

46 days or more prior to departure: \$50

45 to 22 days prior to departure: \$100

21 days or less prior to departure: Not allowed

***Change of room category**

15 days or more prior to departure: \$50 (per room)

14 days or less prior to departure: Not allowed

***Change of room occupancy²**

1 day or more prior to departure: \$50

Less than 24 hours 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

¹One change of name or passenger is allowed per reservation.

²If a change in room occupancy results in a higher rate, the price difference will be borne by the Customer who will occupy the room further to such change.

FLIGHTS

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 flight, departure date or destination

8 days or more prior to departure: *\$200 (per segment)

7 days or less prior to departure: Not allowed

Any other change

Consult your travel agent.

Cancellation

46 days or more prior to departure: \$200

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

À LA CARTE ACCOMMODATIONS

Name correction

1 day or more prior to check-in: No charge

Less than 24 hours prior to check-in: Not allowed

***Name change³**

8 days or more prior to check-in: \$50

7 days or less prior to check-in: Not allowed

***Change of date or hotel**

46 days or more prior to check-in: \$50

45 to 22 days prior to check-in: \$100

21 days or less prior to check-in: Not allowed

***Change of room category**

15 days or more prior to check-in: \$50 (per room)

14 days or less prior to check-in: Not allowed

***Change to room occupancy⁴**

1 day or more prior to check-in: \$50

Less than 24 hours prior to check-in: Not allowed

Any other change

Consult your travel agent.

Cancellation

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

45 to 22 days prior to check-in: 50% of total cost

21 days or less prior to check-in: 100% of total cost

³ One name change is allowed per reservation.

⁴ If a change in room occupancy results in a higher rate, the price difference will be borne by the Customer who will occupy the room further to such change.

PRIVATE TRANSFERS AND EXCURSIONS

Change of date, number of passengers or type of vehicle

3 days or more prior to arrival at destination: No charge

72 hours or less prior to arrival at destination: Not allowed

Cancellation

3 days or more prior to arrival at destination: No charge

72 hours or less prior to arrival at destination: 100% of total cost

OPTION FLEX TERMS AND CONDITIONS

DESCRIPTION

The Option Flex program ("Option Flex") is available at a cost of \$49 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 Sun packages featured on the Website and is not available for group bookings, flights only, à la carte accommodations, guided tours, Florida packages, Duo packages and packages at Sandals Resorts, Beaches Resorts, Grand Pineapple Beach Resorts, Marival Residences Luxury Resort Nuevo Vallarta and hotels in Saint Lucia and Curacao. With Option Flex, Customers will have the flexibility to make a change or a 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.

A Customer may benefit from only one change or cancellation under Option Flex. Any request for change or cancellation must be made directly through the Customer's travel agent and be received by Transat at least 3 hours prior to departure, and in the case of a name change 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 fees outlined in the *Change and Cancellation Fees* section above will apply if the Customer does not travel. After a change or a cancellation has been permitted, the Customer must repurchase Option Flex at the time of said change or upon booking the new package, as the case may be, 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 twelve (12) 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 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, as well as 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 his/her travel agent and may be used for the future purchase of any Transat travel product. Option Flex travel credits remain valid for twelve (12) 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 fees for Option Flex);
- **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 fees for Option Flex);
- **21 days to 3 hours prior to departure:** 100% of the total price in Option Flex travel credits (excluding fees for Option Flex).

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, QC, H2X 4C2 • 191 The West Mall, Suite 800, Etobicoke, ON, M9C 5K8 • 1090 West Pender Street, Suite 1110, Vancouver, BC, V6E 2N7.