

FLORIDA 2014-2015 -TERMS AND CONDITIONS for Nov. 1, 2014 to Oct. 31, 2015 departures. – September 09, 2014

The purchase of packages, flights, house and condo rentals, car rentals, hotel rooms and attraction tickets (hereinafter referred to as the "Services") offered by Transat Tours Canada Inc. operating as Transat Holidays ("TRANSAT") constitutes a contract between you (the "Customer" or "Customers") and TRANSAT which includes namely the terms and conditions described hereinafter. Please ensure you carefully read and understand these terms and conditions prior to booking.

DESCRIPTION OF SERVICES AND PRICES

TRANSAT has put forth all necessary efforts to ensure that, on the date of posting, all the information on the present website is accurate. However, changes to the Services, descriptions and prices can take place at any time after they are posted on this website namely to add new services, correct errors and omissions or for several reasons beyond the control of TRANSAT. These changes will be made on this website or through notices to travel agents.

SERVICES

The packages described on this website include, unless indicated otherwise, roundtrip airfare from your selected departure city, car rental (or airport/hotel roundtrip transfers at destination for Walt Disney World Resort packages), accommodation for the duration of the stay in accordance with the vacation package and hotel category and plan selected, other services and activities related to such package, hotel taxes and service charges (unless otherwise advised) and services of a TRANSAT representative at destination.

The house and condo rentals include the accommodation according to the duration and category chosen and the applicable taxes include the local taxes.

Car rentals are subject to the terms and conditions that will vary in accordance with the car rental company and country of rental. Please review the description of the various car rental services available.

The hotel room includes the accommodation according to the duration, plan and category of the room selected and all hotel taxes (unless indicated otherwise).

The attraction tickets include the local taxes.

The Services do not include personal expenses, tips, telecommunication fees as well as any service or activity that are not specifically described herein.

PRICES

Prices are set based upon the prices of suppliers, the exchange rate, the cost of fuel, taxes and other fees in force at the time they are posted on this website. All prices are valid at the time they are posted on this website and are subject to change without notice. Unless indicated otherwise, all prices are quoted in Canadian dollars (CAD \$) on a per person basis and include applicable provincial sales tax and the federal goods and services tax, governmental and airport fees and duties, local airport taxes at destination, tourist card fee, service fees but exclude the contribution of \$1.00 per \$1,000 of Services purchased representing the contribution to the *Fonds d'indemnisation des clients des agents de voyages* applicable to Quebec residents only. 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 a fuel surcharge by the carrier 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 Quebec 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 assumed 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 assumed by the Customer.

DEPOSIT, PAYMENT AND TRANSMISSION OF TRAVEL DOCUMENTS

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

- \$250 per person for a package;
- \$100 per person for a flight only;
- \$50 per person for a hotel room only;
- \$350 per unit for a house or condo rental;
- \$25 per car for a car rental.

Unless otherwise indicated, final payment must be received by TRANSAT at least 45 days prior to the date of departure. Reservations made less than 45 days prior to the date of departure must be accompanied by payment in full. Attraction tickets and insurance premiums are payable in full at the time of booking.

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 amount of the applicable cancellation fees are described in the change and cancellation fees chart included at the end of the terms and conditions.

Airline tickets and other travel documents will only be delivered and made available to the travel agent or the Customer, as the case may be, or transmitted by e-mail once TRANSAT has received payment in full for the Services. Reservations made within 7 days or less of the date of departure are automatically transmitted via e-mail unless indicated otherwise. It is the responsibility of the Customer and of the travel agent to ensure that the information appearing on the airline tickets, vouchers and other travel documents is accurate and consistent with the reservation.

PAYMENT BY CREDIT CARD

Verbal or written authorization given by the Customer to the travel agent or TRANSAT for the use of a personal credit card number constitutes a confirmation of the reservation, the acceptance of the terms and conditions and the 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 forwarded to TRANSAT to pay a deposit and/or the purchase of Services, the travel agent becomes responsible for such payment and must keep a signed copy of the Customer's authorization on file.

PROMOTIONS

The promotions that may be announced by TRANSAT during the season may not be combined and are subject to any applicable restriction. TRANSAT reserves the right to modify the conditions or withdraw any promotion at any time without notice.

FLIGHTS AND AIR, SEA AND GROUND TRANSPORTATION

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

Changes: Flights offered by TRANSAT are conducted in accordance with the applicable tariff of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation, and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariff.

Schedule Check and Connecting Flights: Flight schedules, even when they appear on an airline ticket, are subject to change without notice. These flight schedules may be altered or affected by various circumstances over which the air carrier or TRANSAT has no control. Any Customer having purchased a package or a flight with TRANSAT is entirely responsible for verifying the flight schedule with the air carrier and/or TRANSAT's representative during the 24-hour period immediately prior to the departure and the return date. TRANSAT undertakes to notify Customers reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure time or in case of cancellation of a flight. Customers, who book connecting flights, have the responsibility to allow themselves sufficient time to make the connection. TRANSAT will not be liable for any change of schedule or a 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.

Seat Assignment: Unless pre-assigned, air seating is conducted by staff at the air carrier's check-in counter. If in the event of the loss or unavailability of confirmed Club class seats with Air Transat or some air carriers 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 baggage weight, size and number. Also, the baggage allowance granted by air carriers may vary depending on the city of departure or return of a flight. Customers must consult their travel agent or air carrier for applicable restrictions. Baggage lost or damaged while boarding or disembarking a ship must be reported to the Purser's office prior to the ship's departure from port or prior to leaving the local customs area. Passenger's baggage and property are transported, stored and handled at owner's risk at all times.

Dangerous Articles in Checked or Carry-On Baggage: It is recommended that Customers consult Transport Canada's website (www.tc.gc.ca) prior to their travel to determine if any restrictions apply to goods contained in their checked or carry-on baggage or carried on their person which may pose a danger if carried by air.

Other Applicable Conditions and Limitation of Liability of the Air Carrier: Air transportation and claims relating to the loss of and damage to baggage are subject to all applicable government regulations and 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 and baggage check and 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. Unused portions of tickets may not be used for travel on other flights and may be subject to a partial refund of certain taxes and fees upon request according to TRANSAT's terms and conditions.

Refusal to Transport – Removal of Customer: TRANSAT shall not be liable for refusal by itself or the air carrier to transport Customers in one of the following circumstances: failure of the Customer to present himself/herself for an outbound flight (no show), for safety reasons, invalid, missing or improper travel documentation, to prevent the violation of any applicable law or to prevent any hazard or risk to such Customer, to any other person or property, or to the flight.

This section also applies, with such applicable modifications as the circumstances may require, to maritime transportation (ships and ferries) and ground transportation.

MINORS

Air navigation orders adopted by Transport Canada allow infants under 2 years old (at date of completion of travel) to travel free of charge (subject to the purchase of a tourist card for certain destinations), provided they do not occupy a seat. A flight reservation must be made and no meal service is provided. Please consult the air carrier to inquire about the conditions and fees applicable to the transportation of unaccompanied minors.

Any passenger of less than 21 years of age must be accompanied by a parent or a legal tutor in order to stay in a hotel or rent a house, a condominium or a car or purchase attraction tickets.

TRAVEL INSURANCE

TRANSAT highly recommends the purchase of travel insurance covering unexpected events that can occur when travelling abroad, namely medical and hospital expenses, trip cancellation or baggage loss. Consult your travel agent or this website (www.transatholidays.com) for more information.

TRAVEL DOCUMENTS

A valid Canadian passport is the only reliable and universally accepted evidence of Canadian citizenship and is required to travel outside of Canada everywhere and at any time. Certain countries require that the passport be valid for 6 months beyond the date of return to Canada. It is the full responsibility of the Customers to obtain at their own expense all necessary travel documents required by all 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.

The Customer is responsible for checking which documents are required, and must have the necessary documents in hand prior to departure. A Customer that fails to provide the required 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 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 aid or information given by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given orally, in writing or otherwise, or for the consequences suffered by any Customer resulting from failure to obtain such documents or to comply with such laws.

CUSTOMER ADVISORY

Some events are part of normal unpleasant occurrences which can happen 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.

Living Standards: Customers are asked to bear in mind and accept that living standards, religion, sanitary conditions, local practices and the political system at the destination, and the conditions with respect to the provision of utilities, services and accommodation, may differ from those found in Canada.

Service Disruptions: Some services including water, electricity, air-conditioning, security, pools, beverages and other services or benefits may be suspended or interrupted partially or completely during the Customer's stay. Likewise, depending on the occupancy rate of hotels, à la carte dining may be replaced by buffet dining or vice-versa.

Food, Water and Beverages: The food, water and beverages served abroad may be the cause of health problems or illness. Accordingly, 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 and sports activities and sports equipment, as well as entertainment organized by participating hotels and included in packages, are offered free of charge and, as such, do not impact the cost of the 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 makes no distinction between budget, intermediate or higher-priced hotel accommodations.

Construction: To maintain the quality of services, hotel complexes must regularly undergo maintenance, improvement and renovation work and, in some instances, expansion. Whenever construction or renovation work that is 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, it cannot be held accountable for any inconvenience caused to them.

Holidays, School Breaks, Elections and Conventions: A Customer may be subject to certain inconveniences, such as cancellation or unavailability of some services, when travelling during periods designated as school breaks, other holidays, elections or conventions. Given these periods vary according to 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

Hoteliere are solely responsible for room allocation, in accordance with the category reserved by the Customer. TRANSAT has no responsibility with respect to the location, decor and furnishings and type of bed in the room 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 your TRANSAT representative at destination for any hotel room change.

CHECK-IN AND CHECK-OUT CONDITIONS

The Customer acknowledges and accepts that hoteliers, in accordance with international standards, request that occupants check in between noon and 3 pm and check out by noon on the scheduled day of departure or by noon on the day immediately preceding an early night departure. The hotel will advise the Customer of the check-out time at the time of the check-in at the hotel. Whenever meals and/or drinks are included in the package, a Customer is eligible for these services from the time of check-in until the time of check-out.

CUSTOMERS REQUIRING CARE AND ASSISTANCE WHILE TRAVELLING

Customers requiring special care, assistance, attention or treatment must advise TRANSAT and the air carrier of any and all specific needs at the time of booking, in order to arrange air transportation, hotel, cruise and coach tour accommodations.

CHANGES TO TRAVEL SERVICES BY TRANSAT

If Services are no longer available prior to the departure of the Customer 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, the liability of TRANSAT 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 such a case and in the event of a cancellation, the liability of TRANSAT shall be limited to the reimbursement of the price of Services paid by the Customer.

Itineraries and times described herein should be used solely as an indication and are subject to change. The itinerary, tour, accommodation or means of transportation are subject to change without notice. The local tour operator and guide 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.

CHANGES AND CANCELLATION BY THE CUSTOMER

In certain circumstances, TRANSAT will allow that a change be made to the reservation by the Customer. If such change is not allowed, the cancellation fees for the Services will apply. Please consult the change and cancellation fees chart at the end of the terms and conditions.

CUSTOMER RESPONSIBILITY

Statement to the Travel Agent or to TRANSAT: 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, 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 to the countries to be visited. It is the responsibility of the Customers to ensure that they are fit to travel. Certain coach tours can be strenuous, please inquire prior to booking.

Pregnancy: The air carrier may also refuse pregnant Customers 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: Descriptions of sports and other activities contained on this website are provided for information purposes only and are not meant to incite the 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 the Customers participate of their own 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, due to:

- An act of god or force majeure or of a third party;
- A war, revolution, insurrection, riot, blockage, terrorism or act of terrorism, or any other unlawful act against public order or authority;
- Fire, flood, explosion, earthquake, volcanic eruption, epidemics, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather condition;
- Accident to or failure of an aircraft or a 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, lock-out, labour dispute or other industrial disturbance whether involving TRANSAT employees, the employees of its service providers 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 hereunder;
- Any other causes beyond the reasonable control of TRANSAT, whether actual, threatened or reported, which may interfere with the operations of TRANSAT or of its service providers.

EXCLUSION OF LIABILITY

TRANSAT makes arrangements with air carriers, cruise lines, hotels, local tour operators and other independent parties to provide the Customer with Services. Although TRANSAT takes care in selecting its service providers, it does not have any 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 service providers 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 to all of the mandatories, agents and employees of TRANSAT.

EXCURSIONS

The Customer may want to participate in excursions, optional tours and activities (collectively, the "excursions") that may be offered for an additional fee by TRANSAT on behalf of local suppliers. 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 according to security standards and norms that may differ from those in the country of origin of the Customer. Any written or oral 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.

COMMENTS AND CLAIMS

At destination, a Customer must contact the TRANSAT representative to get assistance to remedy any problem without delay. When the Services do not include the service of a TRANSAT representative, the Customer must contact the local representative, the tour guide, the hotel manager or TRANSAT directly at the following e-mail address: customerrelations@transat.com. If a problem cannot be resolved or dealt with immediately, the Customer is requested to forward its comments or claim in writing to its travel agent or to TRANSAT within 30 days from the date of return.

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.

CHANGE AND CANCELLATION FEES

This chart sets out the various change and cancellation fees payable per person with respect to Services reserved. The fees apply to each change requested by the Customer and are cumulative. The changes with an asterisk (*) are subject to the prior approval of the suppliers and the Customer will pay any price difference for the Services between the date of 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 the change). The change and cancellation fees may vary during major events (i.e. Daytona 500, Miami boat show, etc.). Please consult your travel agent.

IMPORTANT: TRANSAT offers special fares with certain restrictions for some hotels and/or types of rooms. The conditions stated in this chart do not apply to special fares for such hotels and/or types of rooms, which will be identified on the reservation page as "Non-refundable fare. No modification accepted".

PACKAGES AND HOTEL ROOMS

Name correction

1 day prior to departure or more: Free
Less than 24 hours prior to departure: Not allowed

Name change/Passenger change (package only)¹

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 prior to departure or less: 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 prior to departure or less: Not allowed

Change of category of room

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

Change to room occupancy²

1 day prior to departure or more: \$50*
Less than 24 hours prior to departure: Not allowed

Any other change

Consult you travel agent

Cancellation – Package

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

Cancellation – Hotel room only

22 days or more prior to departure: Free
21 to 8 days prior to departure: 50% of total cost
7 days prior to departure or less: 100% of total cost

FLIGHTS

Name correction

1 day or more prior to departure: Free
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/per person + price difference)
21 days prior to departure or less: Not allowed

Cancellation – Flight

46 days or more prior to departure: \$200 per person
45 days prior to departure or less: 100% of total cost

HOUSE OR CONDO RENTALS

Cancellation – House and condo rental - Florida Holiday Homes

31 days or more prior to check-in: Free
30 to 8 days prior to check-in: \$350 per unit
7 days prior to check-in or less: 100% of total cost

Any other change

Consult you travel agent

CAR RENTALS³

Cancellation – Car rental

1 day prior to pick-up or more: \$25
Less than 24 hours prior to pick-up: the applicable cancellation fees are set by the car rental company

ATTRACTION TICKETS

Cancellation or any other change

Consult your travel agent.

¹ One name change/passenger change is allowed per reservation.

² In case of a change of occupancy in a room, any price difference will be borne by the Customer(s) who will occupy the room further to such change.

³ The applicable terms and conditions and fees are set by the car rental company and may vary.

Terms and Conditions as of September 9, 2014

Transat Tours Canada Inc. is registered as a travel agent in Quebec (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 Street, Suite 500, Montreal,

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