

## TERMS & CONDITIONS – SUN 2017-2018

**The purchase of vacation packages, flights, guided tours, à la carte hotels, excursions, and house, apartment or car rentals (hereinafter referred to as the “Services”) offered by Transat Tours Canada Inc. operating as Transat (hereinafter “Transat”) constitutes a contract between you (the “Customer” or “Customers”) and Transat, which include namely the terms and conditions stipulated below. 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](http://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 2017-2018 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 consult the Website to obtain any updates prior to booking.

### SERVICES

South vacation packages (hereafter “South Packages”) featured on the Website include, unless otherwise indicated, roundtrip flights in Economy class from the selected departure city to the destination, roundtrip airport/hotel transfers at destination, accommodation for the period, room category and occupancy selected, and where applicable, other service offerings related to the South Packages, the services of a Transat destination representative, hotel taxes and service charges.

South guided tour packages (hereafter “Guided Tours”) feature the above inclusions, transportation by air conditioned coach, services of a local guide throughout the tour, and where applicable, other service offerings and activities related to such tour package, as well as local hotel and city taxes, unless otherwise indicated. Certain Guided Tours are offered with guaranteed departure dates. Such guaranteed departures may occur only if a minimum number of participants have booked the same tour (the number may vary depending on the tour selected) in order for Transat to offer them at the price indicated. If the minimum number of participants required for a Guided Tour with a guaranteed departure is not met, Transat may cancel said tour and offer the Customer another Guided Tour or a full refund, the Customer hereby renouncing to any recourse it may have against Transat as a result of this cancellation.

À la carte hotels (hereafter “À La Carte Hotels”), as well as house and condo rentals, include accommodation for the period and category reserved and service charges, 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. Theme park tickets include local taxes.

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

### PRICES

Prices given on the Website are set based upon 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 prior notice. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) per person based on double occupancy 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 travel Services purchased.

The airfare used to establish the prices for South Packages and Guided Tours is the most advantageous fare available with the air carrier selected by Transat as of date of publication for flights from the Canadian gateway to the chosen destination during the dates of travel. Aircraft seats at such fares are therefore subject to availability and may no longer be available at the time of booking. Accordingly, the prices of South Packages and Guided Tours on the Website may increase due to the unavailability

of seats in this particular fare category or further to the imposition of a surcharge by the air carrier.

Any 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, the total price of the Services may be increased, except if paid in full. 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 AND TERMS OF PAYMENT

Any reservation of Services made 46 days or more prior to departure date must be accompanied by a deposit as follows:

- **Packages:** \$250 per person
- **Air only:** \$200 per person
- **À La Carte Hotels:** \$100 per person (unless stated otherwise)
- **House and apartment rentals:** \$350 per unit, when à la carte
- **Car rentals:** \$25, when à la carte
- **Excursions, à la carte visits, transfers, connecting flights and theme park tickets:** 100% of total cost at time of booking

Unless otherwise specified, final payment must be made no later than 45 days prior to the scheduled departure date. Reservations made 45 days or less before the departure date must be accompanied by payment in full. Final payment dates may vary for À La Carte Hotels, 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 indicated at the end of these terms and conditions.

Electronic tickets and other travel documents will be issued by the travel agent or Transat only if full payment for the Services has been received. It is the responsibility of the Customer and of the travel agent to ensure that the information shown 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 the purchase of Services, as the case may be. However, the Customer may be required to provide written authorization that the credit card may be used without a signature. Once a credit card number is transmitted to Transat to guarantee a reservation, the travel agent becomes responsible for the 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, in whole or in part, without prior notice and without recourse by the Customer if payment is not honored.

## PROMOTIONS

The "BOOKING EARLY HAS ITS ADVANTAGES" promotion advertised on the Website applies to new individual bookings of South Packages made before October 31, 2017 for travel between December 15, 2017 and April 30, 2018. This promotion does not

apply to groups, air only or À La Carte Hotels. By booking a package before the applicable dates and with a deposit of \$100, Customers will benefit from these advantages:

1. a non-transferable travel credit of \$50 per adult and \$25 per child applicable to future travel with Transat for reservations made prior to October 31, 2017. Travel credits must be redeemed no later than October 31, 2019;
2. the opportunity to modify travel dates up to 3 hours prior to departure if booked by September 30, 2017, or up to 7 days prior to departure if booked by October 31, 2017. Customers will be permitted to change their original travel date only once and travel must be completed by October 31, 2018. Not applicable to flights only, groups, Florida packages, Duo packages, Guided Tours, à la carte accommodations or packages at Marival Residences Luxury Resort Nuevo Vallarta, Sandals Resorts, Beaches Resorts and Grand Pineapple Beach Resorts. 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 at the time of the change of travel date. 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, 2018 will be deemed to have cancelled their package and the cancellation fees stated herein will apply;
3. one month of free language lessons via the Babbel app if the Customer books by September 30, 2017. One free access to the Babbel app per booking number will be given via a promotional code that will be indicated on the Customer's e-documents.
4. Customers who book a Luxury or Distinction Collection package of a minimum 7-night stay by October 31, 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 not applicable to packages at the Marival Residences Luxury Resort Nuevo Vallarta. This Guarantee may be discontinued or modified at any time without notice.

If a package in the Luxury or Distinction Collection of a minimum 7 night stay is booked before September 30, 2017, the Customer will receive a free upgrade to Option Plus (subject to availability). This upgrade, valued at \$109, includes standard seat selection, priority check-in and boarding, a supplementary baggage allowance, and extra perks on-board. Not applicable to seat selection made on the air carrier's website.

"Save all season long" promotions apply to the price of a package on the Website when booked and paid up to 35 days before departure. Regarding the "Book early and save" promotions, please contact your travel agent or visit the Website for more information. The savings available under these promotions are based on double occupancy unless otherwise indicated.

These promotions, as well as any other promotions which 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:** 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 due to 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 outbound 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 connections. 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 generally 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 or a 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. Please note that baggage and property are transported, stored and handled at owner's risk at all times.

**Prohibited items in checked or carry-on baggage:** We recommend that Customers consult the Canadian Air Transport Security Authority website ([www.catsa.gc.ca](http://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.

**Animal Importation:** In order to comply with regulations set out by the U.S. Department of Health and Human Services and the Center for Disease Control (CDC) and to protect public health and reduce potential delays and costs to the importer and carrier, animals that are imported into the United States must show no signs of communicable disease and must appear to be in good health before entering the United States. Federal and/or State authorities may impose certain requirements or certain documents on Customers traveling with animals, including service animals. Additionally, all dogs must be accompanied by a valid rabies vaccination certificate issued by a licensed veterinarian. We recommend that Customers consult the CDC website ([www.cdc.gov/importation](http://www.cdc.gov/importation)) prior to travel to determine if any restrictions apply and for further information on the requirements of the American authorities.

**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 immediately applicable without 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

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. All Customers under 18 years of age (21 years of age for the U.S.) must be accompanied by a parent or a legal guardian and share the same room in order to stay in a hotel, rent a house, apartment or car, or to purchase theme park tickets.

## 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 to cover medical costs abroad. Insurance premiums are payable in full at time of booking. Please contact your travel agent or visit the Website 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 the Government of Canada website [www.travel.gc.ca](http://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 acknowledges these possibilities, 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 customs, 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 at certain times 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 discomfort or health issues. 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.

**Pregnant women:** Certain destinations may present potential risks to pregnant women or those who become pregnant and/or their unborn children. Prior to travel, Customers should inform themselves of the potential risks for pregnant women travelling abroad to the intended destination and the preventative measures to be undertaken. Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

## 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 according to its location 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 or the hotelier for any hotel room change.

Where “accommodation or equivalent category” appears, the accommodation listed is not guaranteed and the supplier will have sole discretion in choosing an alternative of the equivalent category. Customers will be informed of the accommodations reserved on their travel documents prior to the date of departure. Transat cannot be held liable for the supplier’s selection.

## 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. 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 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.

Itineraries and times indicated on the Website are for reference only and are subject to change. Itineraries, Guided 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.

## CHANGES TO THE RESERVATION

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 status:** Customers whose physical condition so requires must ensure that they have a sufficient quantity of any required medication (prescription or other) and that such medication be stored in their carry-on baggage. 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.

**Pregnancy:** As there may be health risks associated with air travel, the air carrier may refuse pregnant women in the latter stages of pregnancy. 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 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 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 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](mailto: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 summarizes 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. Change and cancellation fees may vary during major events (i.e. Daytona 500, Miami boat show, etc.), therefore please consult your travel agent.

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" on the reservation file and the fees appearing hereafter will therefore not apply.

## SOUTH 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<sup>1</sup>**

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: No charge

14 to 1 day(s) prior to departure: \$100 per room

Less than 24 hours prior to departure: Not allowed

**\*Change in room occupancy<sup>2</sup>**

1 day or more prior to departure: No charge

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

**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 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

**SOUTH GUIDED TOURS**

**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 or guided tour**

46 days or more prior to departure: \$150

45 days or less prior to departure: Not allowed

**Change of occupancy<sup>3</sup>**

8 days or more prior to departure: \$50

7 days or less prior to departure: Not allowed

**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

## À LA CARTE HOTELS

### **Name correction**

1 day or more prior to check-in: No charge  
Less than 24 hours prior to check-in: Not allowed

### **\*Name change<sup>4</sup>**

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: No charge  
14 to 1 day(s) or less prior to check-in: \$100 per room  
Less than 24 hours prior to check-in: Not allowed

### **\*Change in room occupancy<sup>2</sup>**

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

## HOUSE OR APARTMENT RENTALS

### **Cancellation (when reserved in a package)**

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

### **Cancellation – Florida Holiday Homes (à la carte reservations only)**

31 days or more prior to check-in: No charge  
30 to 8 days prior to check-in: \$350 per unit  
7 days or less prior to check-in: 100% of total cost

### **Any other change**

Consult your travel agent.

## CAR RENTALS

### **Cancellation**

1 day or more prior to pick up: 25 \$  
24 hours or less prior to pick up: applicable cancellation fees set by the car rental agency.<sup>5</sup>

### **Any other change**

Consult your travel agent.

## À LA CARTE EXCURSIONS AND TRANSFERS

### **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

## THEME PARK TICKETS

### **Cancellation or any other change**

Consult your travel agent.

<sup>1</sup> One change of name or passenger is allowed per reservation.

<sup>2</sup> 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.

<sup>3</sup> In the event of a change of occupancy of a guided tour, a hotel or room category, any resulting price difference will be assumed by the Customer who will occupy the guided tour following this change.

<sup>4</sup> One name change is allowed per reservation.

<sup>5</sup> Cancellation fees set by the car rental agency will apply.

\* These changes 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).

## OPTION FLEX – TERMS AND CONDITIONS

### DESCRIPTION

Option Flex (“Option Flex”) is offered by Transat Tours Canada Inc. (“Transat”) at a cost of \$49 per person (for departures up to April 30, 2018) and \$59 per person (for departure as of May 1, 2018) to Customers purchasing South Packages featured on the Website. Option Flex must be purchased at time of booking and is non-refundable. Option Flex is not applicable to group bookings, air only, À La Carte Hotels, Guided Tours, Florida packages, and packages at Marival Hotels in Puerto Vallarta, Sandals Resorts, Beaches Resorts, Couples Resorts Jamaica and Grand Pineapple Beach Resorts. With Option Flex, Customers will have the flexibility to make a change to their booking, transfer their package or cancel their trip for a full refund as described hereafter. Transat will waive its right, where applicable, to increase the price of the package after the booking date due to the imposition of a surcharge by the air carrier.

Pursuant to Option Flex, a Customer may make one cancellation or one series of changes. Any request for a cancellation or a change of date, destination or hotel must be made directly through the Customer’s travel agent and be received by Transat at least 3 hours prior to departure; or in the case of a name change on file or a transfer, at least 7 days prior to departure (for departures up to April 30, 2018) and 30 days prior to departure (for departure as of May 1, 2018). If the travel agent is unavailable, the Customer may contact 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 by Transat within these timelines will not be accepted and the change or cancellation fees outlined in the *Change and Cancellation Fees* section above will apply if the Customer does not travel. The Customer must repurchase Option Flex at the time of said change or upon booking a new package, as the case may be, in order to be entitled to its benefits for any future travel.

### CHANGES TO THE BOOKING

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 their travel agent at the time of the date change request and travel must be completed within 12 months of the initial departure date. Changes to travel dates are subject to hotel and flight availability.

Any price differential resulting from a change or the selection of a new package must be paid by the Customer. In the case of a change in room occupancy, any price difference will be borne by the Customer who will occupy the room further to such change. No reimbursement will be provided if the price of the new package or hotel room thereof is lower than the original price of the booking.

In the case of a name change or passenger change, the total amount of the package 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 case of a cancellation, a refund of the Customer's package in the original payment method and/or Option Flex 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 Credits are provided as part of the refund, they will be credited to the Customer's account with their travel agent and may be used for the future purchase of any Transat travel product. Option Flex Credits remain valid for 12 months following the initial departure date and must be used in the same timeframe, and are neither transferable nor refundable. The refund method depends on the number of days between the cancellation and the departure date, as follows:

- **45 days or more prior to departure:** the amount of the deposit paid or of any payment made up to \$250 in Option Flex Credits and the balance in the original mode of payment (excluding Option Flex fees);
- **44 to 22 days prior to departure:** 50% of the total price of the package in Option Flex Credits and the balance in the original mode of payment (excluding Option Flex fees);
- **21 days to 3 hours prior to departure:** 100% of the total price of the package in Option Flex Credits (excluding Option Flex fees).

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

### Posted on June 15, 2017.

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: Tour Transat, 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.

## TERMS & CONDITIONS SANDALS HOTELS UNIQUE TRAVEL CORP. ("UNIQUE TRAVEL")

IMPORTANT: THESE TERMS AND CONDITIONS APPLY IN RELATION FOR HOTEL ACCOMMODATIONS, TRANSPORTATION, AND OTHER SERVICES FOR YOU AND ANYONE TRAVELING WITH OR THROUGH YOU (COLLECTIVELY AND INDIVIDUALLY "GUEST") AND MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF VOUCHER AND/OR CONFIRMATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "CONTRACT").

Additional Definitions: As used herein, "Arrival" means the Guest's arrival at the Hotel for the start of their vacation. "Hotel" means the resort(s) visited by Guest.

1. These terms and conditions shall supersede and/or override any representations contained in any advertising and promotional materials to the extent of any inconsistency.
2. Tour Operator and/or Travel Agents: Any Tour Operator and/or Travel Agent used by Guest to make reservations is, for all purposes, Guest's agent, and represents that the Tour Operator and/or Travel Agent has the authority to receive notice of these Terms and Conditions on behalf of the Guest. Guest's Tour Operator and/or Travel Agent agrees also to promptly notify a Guest of these Terms and Conditions. Neither Unique Travel nor the Hotel shall be liable for any representations made by Guest's Tour Operator and/or Travel Agent. No Tour Operator and/or Travel Agent has the authority to modify or waive these terms and conditions.

3. Travel Documents: PROOF OF CITIZENSHIP IS GUEST'S RESPONSIBILITY. Guest is responsible for furnishing proof of citizenship in the form of a valid passport, and any other documentation necessary for travel. Guest should consult with their travel agent or airline, or appropriate government authorities to ascertain what documentation is necessary. Guest may be refused passage/entry if they do not possess necessary travel documents. Unique Travel is not responsible for Guest's failure to obtain and safeguard necessary travel documents.
4. Customs and Immigration: Customs and/or immigration officials may, at their own discretion, deny Guest entry into their country, and/or seize, confiscate, or impound personal property. Unique Travel is not liable for any loss or injury arising from Guest being denied entry into any country or the seizure, confiscation, or impoundment of any personal property
5. Compliance with Local and Other Law: Guest is responsible for knowing, obeying and complying with the laws and regulations of their destination, and neither Unique Travel nor any Hotel has any duty to inform or warn Guest about the destination's laws and/or regulations. Unique Travel and the Hotel also regularly conduct business by electronic means (e.g., iPad) and signature, including but not limited to required SIGNING AND ASSENT AT CHECK-IN (in Paragraph 7.C), required SIGN AND ASSENT to any waiver provision (in Paragraph 11), and voluntarily signed and assented to waiver, agreement and/or release by Guest, and by continuing with the reservation and booking to CHECK-IN, Guest hereby ACKNOWLEDGES AND AGREES to the same, as applicable."
6. Airport Departure Taxes: Guest may be required to pay airport departure taxes to the government of their destination for each traveler as required by local law. Such taxes may not be included in the price of their vacation.
7. FORUM SELECTION AND CHOICE OF LAW:
  - A. AS AGAINST UNIQUE TRAVEL ONLY: ALL CLAIMS WHATSOEVER AGAINST UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO THE CONTRACT, OR GUEST'S VISIT TO HOTEL, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATING TO THE FORMATION, INTERPRETATION, CONSTRUCTION, WAIVER, MODIFICATION, PERFORMANCE, DISCHARGE, OR BREACH OF THE CONTRACT, OR THE EXISTENCE, EXTENT, OR BREACH OF ANY FIDUCIARY DUTY, OR ANY DUTY IN TORT OR PURSUANT TO ANY STATUTE, SHALL BE LITIGATED SOLELY AND EXCLUSIVELY IN PANAMA, AND SHALL BE GOVERNED BY THE LAWS OF REPUBLIC OF PANAMA WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.
  - B. CLAIMS WHICH INCLUDE HOTEL AND/OR Sandals Resorts International LIMITED, THE FOREGOING IN PARAGRAPH 7.A. NOTWITHSTANDING, ANY CLAIMS WHATSOEVER ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO ANY PERSONAL INJURY, ILLNESS OR DEATH, THAT INCLUDE ANY CLAIM WHATSOEVER AGAINST Sandals Resorts International LIMITED, the hotel, hotel management company, and/or their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents and representatives, AND TO WHICH CLAIM UNIQUE TRAVEL IS ALSO A PARTY, SHALL BE LITIGATED SOLELY AND EXCLUSIVELY IN THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED AND GOVERNED EXCLUSIVELY BY THE LAWS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED.
  - C. NOTICE OF REQUIRED SIGNING AND ASSENT AT HOTEL CHECK-IN Notwithstanding the terms set forth in Paragraph 7.A. and 7.B. of this Contract, the Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to separately and specifically sign and assent to the following forum selection and choice of law provisions: The undersigned Guest(s) HEREBY KNOWINGLY AND VOLUNTARILY AGREES that any and all claims that each such Guest may have against Sandals Resorts International Limited, the hotel, hotel management company, and/or their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents and representatives, in connection with or in any way incident or related to the undersigned Guest's (or Guests') stay at the hotel/resort, shall be governed solely by the laws of the country in which the Resort is physically located as the exclusive choice of law, and further that the courts of the country in which the Resort is physically located shall be the exclusive venue/forum for any proceedings, claims or litigation whatsoever.

The Guest is required to SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS

AT CHECK-IN, and signature may be by electronic means (e.g., iPad), and the Guest is hereby on notice of same for acknowledgement and agreement.

IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED. The Guest's Tour Operator and/or Travel Agent (to the extent one has been used) is being provided with this Notice and, in turn, said Tour Operator and/or Travel

Agent is required to provide a copy of the Notice (in Paragraph 7.C) to the Guest. Should the Guest decide to cancel Guest's trip/vacation based upon an unwillingness to sign and assent to the specific forum selection and choice of law provisions, the following minimum cancellation terms and charges apply:

Cancellation charges depend on when Unique Travel receives notice of the cancellation. Minimum cancellation charges are as follows:

- If notice is received 30 to 15 days prior to Arrival, 50% of the purchase price. Additional Tour Operator fees may apply.
- If notice is received 14 to 0 days prior to Arrival, 100% of the purchase price. Additional Tour Operator fees may apply.

Unique Travel will apply any payments made toward the purchase price against any cancellation charges and will refund any balance remaining after the payment of any charges. In order to receive a refund, if applicable, Guest must request and receive a cancellation confirmation number. The cancellation charges outlined above are liquidated damages and not a penalty. Holiday periods may be subject to additional cancellation charges. No refunds or adjustments will be made from any portion of your vacation or attendant services not utilized

Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to assent to the following Use of Guest's Likeness provision: The undersigned Guest(s) grants Sandals and Beaches Resorts and/or its promotional partners the exclusive right to photograph and video you during your stay at the hotel and include such photographic, video and other visual portrayal(s) of the undersigned Guest(s), in any medium of any nature whatsoever, for any purpose, including without limitation trade, advertising, sales, publicity or otherwise, without compensation to such Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Sandals and Beaches Resorts, free from any claims by the undersigned Guest(s) and or any person deriving any rights or interest from such Guest AND each undersigned Guest(s) UNDERSTANDS AND HEREBY KNOWINGLY AND VOLUNTARILY SO AGREES. IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

8. LIMITATIONS PERIODS: NO SUIT SHALL BE MAINTAINABLE AGAINST UNIQUE TRAVEL, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, Sandals Resorts International Limited, their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives RELATING TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNLESS WRITTEN NOTICE OF THE CLAIM, WITH PARTICULARS, IS ADDRESSED TO UNIQUE TRAVEL CORP. ATTENTION: CLAIMS, CALLE AQUILINO DE GUARDIA, NO. 8, IGRA BUILDING, PANAMA, REPUBLIC OF PANAMA AND IS RECEIVED WITHIN SIX MONTHS AFTER THE DEATH OR LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS. IN NO EVENT SHALL SUCH SUIT BE MAINTAINABLE UNLESS COMMENCED WITHIN ONE YEAR AFTER THE DEATH, LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS.
9. LIMITATION OF DAMAGES: UNIQUE TRAVEL, Sandals Resorts International Limited, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, THEIR PARENT CORPORATION, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives SHALL NOT BE LIABLE TO GUEST IN ANY CIRCUMSTANCES, FOR: (A) ANY PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION ON THE PART OF ANY AIR CARRIER OR GROUND TRANSPORTATION CARRIER; (B) EMOTIONAL DISTRESS, MENTAL SUFFERING, OR PSYCHOLOGICAL INJURY OF ANY KIND; OR (C) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.
10. All Other Defenses Preserved: Nothing in this Contract shall exclude the application of any defense, including but not limited to any governing law limiting or excluding actions, claims, liability or damages.
11. WAIVER OF LIABILITY: CANTILEVERED PRIVATE PLUNGE POOL WITH INFINITY EDGE AT SANDALS LASOURCE LOCATED IN GRENADA

The Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to separately and specifically sign and assent to the following waiver provision:

THE BALCONIES OF SOME OF THE ROOMS AT THE SANDALS LASOURCE GRENADA ARE EQUIPPED WITH A CANTILEVERED PRIVATE PLUNGE POOL WITH INFINITY EDGE ("BALCONY INFINITY POOL"). UNDERSIGNED GUEST(S) ACKNOWLEDGES AND AGREES TO FOLLOW ALL POSTED SAFETY PRECAUTIONS RELATED TO THE BALCONY INFINITY POOL INCLUDING, BUT NOT LIMITED TO, THE STRICT PROHIBITION AGAINST ENTERING THE INFINITY POOL'S OVERFLOW CHANNEL, RESTING, SITTING OR CLIMBING ON THE WALL(S) AND/OR EDGE(S) OF THE BALCONY INFINITY POOL. IN DOING SO, UNDERSIGNED GUEST(S) HEREBY DISCHARGES AND HOLDS HARMLESS UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, AND SANDALS RESORTS



INTERNATIONAL LIMITED, OR THE HOTEL, HOTEL MANAGEMENT COMPANY, AND/OR THEIR PARENT CORPORATION, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives (TOGETHER, THE "RELEASEES") FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS AND/OR EXPENSES WHICH MAY ARISE OUT OF OR IN ANY WAY CONCERN THE UNDERSIGNED GUEST'S (OR GUESTS') USE OF THE BALCONY INFINITY POOL. UNDERSIGNED GUEST(S) UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER INCLUDES CLAIMS BASED ON NEGLIGENCE AND/OR THE ACTION(S) OR INACTION(S) OF THE RELEASEES.

The Guest may be required to SIGN AND ASSENT to the above waiver provision AT HOTEL CHECK-IN by electronic means (e.g., iPad) and Signature, and the Guest is hereby on notice of the same for acknowledgement and agreement.

IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

The Guest's Tour Operator and/or Travel Agent is required to provide a copy of the Notice (in Paragraph 11) to the Guest. Should the Guest decide to cancel Guest's trip/vacation based upon an unwillingness to sign and assent to the specific waiver provision, the same minimum cancellation charges set forth in clause 7C above will apply.