

TERMS & CONDITIONS SOUTH 2018-2019

Terms and Conditions for November 1, 2018 to October 31, 2019 departures.

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 set out 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 contained in the Transat Sun 2018-2019 brochure (hereafter the “Brochure”) and posted on the company’s Website (www.transat.com) is current and accurate. However, changes to the Services, descriptions, prices and terms and conditions can be made at any time without notice after issue, namely to add new Services, correct errors and omissions or for reasons beyond our control. Any such updates will be published on www.transat.com or through notices to travel agents. If there is any discrepancy between the terms and conditions in the Brochure in paper format (or its equivalent e-brochure) and those posted on www.transat.com, the terms and conditions appearing on the latter shall prevail. Therefore, please contact your travel agent or visit www.transat.com to obtain any updates prior to booking.

SERVICES

Vacation packages provided by Transat in Portugal and Spain (hereafter “European Packages”) as well as the vacation packages provided in any other destination (hereafter “South Packages”) (collectively referred to as the “Package” or “Packages”) featured in this Brochure 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 Packages, the services of a Transat destination representative, hotel taxes and service charges.

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 rooms (hereafter “À La Carte Hotels”), as well as house rentals, studio, apartment or villa rentals, include accommodation for the period, category, format and occupancy selected 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. Please consult www.transat.com for further information regarding car rentals.

Theme park tickets include local taxes.

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

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 in this Brochure.

Local tourism taxes are not included.

PRICES

Prices are set based upon the prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect as of the publication date of this Brochure. To the best of our knowledge, prices indicated are valid as of the day of publication and are subject to change without prior 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 travel Services purchased.

The airfare used to establish the prices for 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 Packages and Guided Tours contained in this Brochure or on www.transat.com 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 45 days or more prior to departure date must be accompanied by a deposit as follows:

- South Packages: \$250 per person
- European Packages: \$250 per person
- Air only to South destinations: \$200 per person
- Air only to European destinations: \$300 per person
- À La Carte Hotels: \$100 per person (unless stated otherwise)
- House and apartment rentals: \$100 per person, when à la carte
- Car rentals: \$25, when à la carte
- Option Flex, excursions, à la carte visits, transfers, connecting flights and theme park tickets: 100% of total cost at time of booking

Subject to the requirements of certain hoteliers, final payment must be made no later than 44 days prior to scheduled departure date. Reservations made 44 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. The Customer may contact his travel agent or visit www.transat.com for more information.

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

This Brochure contains namely the "SAVE ALL SEASON LONG" promotions which apply to the price of a Package advertised in the Brochure or www.transat.com, once the Customer books and fully pays the Package up to 35 days before departure.

Regarding the "BOOK EARLY AND SAVE" promotion, please contact your travel agent or visit www.transat.com for more information. Based on double occupancy unless otherwise indicated.

The final payment date may vary according to the hotelier.

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 AND GROUND TRANSPORTATION

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

Changes: All flights offered by Transat are conducted in accordance with the air carrier's tariff and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and tariffs are also subject to approval by the relevant government authorities. Flight consolidations 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 three (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) 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) 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 transportation 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 Clients 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 purchase theme park tickets. In order to rent cars, Clients must be 18 years of age or older (25 years of age or older for the U.S.).

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 www.transat.com 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 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 the 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 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 CHECK-OUT

The Customer acknowledges and accepts that check-in time for most hotels is between 1 p.m. and 4 p.m. and that check-out time can be as early as 11 a.m. on the day of departure. The hotelier will advise the Customer at check-in of the appropriate check-out 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 check-out. 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 in this Brochure or on www.transat.com 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.

CUSTOMERS 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 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: As there may be health risks associated with air travel, the air carrier may refuse pregnant women in the later 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 www.transat.com for further information.

Sports and activities: Sports and other activities described in this Brochure or on www.transat.com 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. We invite you to consult our Privacy policy on www.transat.com.

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.

OPTION FLEX – TERMS & CONDITIONS

DESCRIPTION

The Option Flex program (“Option Flex”) is offered by Transat Tours Canada Inc. (“Transat”) at a cost of \$59 per person to Customers purchasing the South Packages and at a cost of \$99 per person for Customers purchasing the European Packages featured in this Brochure.

Option Flex must be purchased at the time of booking and is non-refundable. Option Flex is not applicable to group bookings, air only, À La Carte Hotels, Guided Tours, or Packages including a car rental, transfers by air or by train, cruise, ferry, high-speed boat, a transatlantic flight with an air carrier other than Air Transat, to Packages in Florida, golf packages in Europe and Packages at Marival Residences Luxury Resort Nuevo Vallarta, Sandals Resorts, Beaches Resorts, Grand Pineapple Beach Resorts and Couples Resorts Jamaica.

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, category and occupancy, as well as any other type of cancellation must be made directly through the Customer’s travel agent and be received by Transat at least three (3) hours prior to departure for South Packages or 72 hours prior to departure for European Packages; or in the case of a name change on file or a transfer, up to 30 days prior to departure. 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 will apply. 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 within the deadlines provided herein, 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 or destination and select a new Transat Package or cancel the booking, subject to the terms and conditions herein. 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 product. Option Flex Credits remain valid for 12 months following the initial departure date and must be used in the same timeframe. These credits 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 three (3) hours prior to departure for South Packages and 21 days to 72 hours prior to departure for European Packages:** 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.

CHANGE AND CANCELLATION FEES – SOUTH DESTINATIONS

The information below summarizes the various changes permitted and applicable fees and or cancellation fees payable per person (plus tax) with respect to certain booked Services, according to the number of days (or hours) prior to departure. 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.). 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

Change of name or passenger 1*

45 days or more prior to departure: \$50

44 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*

45 days or more prior to departure: \$50

44 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 prior to departure: \$100* (per room)

Less than 24 hours prior to departure: Not allowed

Change of room occupancy 2*

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

45 days or more prior to departure: \$250

44 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

Change of name or passenger

Not allowed.

Change of date or destination*

8 days or more prior to departure: \$75* (per segment)

Less than 7 days prior to departure: Not allowed

Any other change

Consult your travel agent

Cancellation

45 days or more prior to departure: \$200

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

GUIDED TOURS

Name correction

1 day or more prior to departure: No charge

Less than 24 hours prior to departure: Not allowed

Change of name or passenger

Not allowed

Change of departure date or Guided Tour*

45 days or more prior to departure: \$150

44 days or less prior to departure: Not allowed

Change of occupancy 3*

8 days or more prior to departure: \$50

7 days or less prior to departure: Not allowed

Cancellation

45 days or more prior to departure: \$250

44 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 4*

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

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

Change of date or hotel*

45 days or more prior to departure: \$50

44 to 22 days prior to departure: \$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 prior to check-in: \$100 (per room)

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

Change of room occupancy 2*

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

45 days or more prior to departure: \$100

44 to 22 days prior to departure: 50% of total cost

Less than 21 days prior to check-in: 100% of total cost

HOUSE OR APARTMENT RENTALS

Cancellation (when reserved in a Package)

45 days or more prior to departure: \$250

44 to 22 days prior to departure: 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)

45 days or more prior to departure: No charge

44 to 8 days prior to departure: \$350/unit

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

Any other change

Consult your travel agent

CARS RENTAL

Cancellation 5*

1 day or more prior to pick-up: \$25

Less than 24 hours prior to pick-up: Agency's fees

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 departure: No charge

Less than 72 hours prior to departure: Not allowed

Cancellation

3 days or more prior to departure: No charge

Less than 72 hours prior to departure: 100% of total cost

THEME PARK TICKETS

Cancellation or any other change

Consult your travel agent

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

2 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.

3 In the event of a change of occupancy of a Guided Tour, a hotel or room category, any resulting price difference will be borne by the Customer who will occupy the guided tour following such change.

4 One name change is allowed per reservation.

5 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).

CHANGE AND CANCELLATION FEES – EUROPEAN DESTINATIONS (Spain & Portugal)
For departures from November 1st, 2018 to April 30, 2019

The following outlines the various changes permitted and the applicable fees payable per person with respect to certain Services booked, according to the number of days (or hours) prior to departure. Fees apply to each change requested by the Customer and are cumulative.

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

EUROPEAN PACKAGES

Name correction

1 day or more prior to departure: No charge

Less than 24 hours prior to departure: Not allowed

Change of name or passenger 1*

45 days or more prior to departure: \$250

44 to 22 days prior to departure: 50% of total cost

21 days or less prior to departure: Not allowed

Change of departure date, hotel or destination*

22 days or more prior to departure: \$150*

21 days or less prior to departure: Not allowed

Change of room category*

15 days or more prior to departure: No charge

14 to 8 days prior to departure: \$100* (per room)

Less than 7 days prior to departure: Not allowed

Change of room occupancy 2*

8 days or more prior to departure: No charge

Less than 7 days prior to departure: Not allowed

Any other change

Consult your travel agent

Cancellation

45 days or more prior to departure: \$250

44 to 22 days prior to departure: 50% of total cost

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

AIR TRANSAT FLIGHTS

Name correction

1 day or more prior to departure: No charge

Less than 24 hours prior to departure: Not allowed

Change of name or passenger

Not allowed

Change of flight, date of departure or destination*

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

Less than 24 hours prior to departure: Not allowed

Any other change

Consult your travel agent

Cancellation

45 days or more prior to departure: \$300

44 to 8 days prior to departure: \$350

Less than 7 days prior to departure: 100% of total cost

À LA CARTE HOTELS

Name correction

3 days or more prior to check-in: No charge

Less than 3 days prior to check-in: Not allowed

Name change 1*

8 days or more prior to check-in: \$25

Less than 7 days prior to check-in: Not allowed

Change of departure date or hotel*

3 days or more prior to check-in: No charge

Less than 3 days prior to check-in: Not allowed

Change of room category*

15 days or more prior to check-in: No charge

14 to 8 days prior to check-in: \$100 (per room)

Less than 7 days prior to check-in: Not allowed

Change of room occupancy 2*

8 days or more prior to check-in: No charge

Less than 7 days prior to check-in: Not allowed

Hotel cancellation in Spain and Portugal

8 days or more prior to check-in: One night fee

7 to 3 days prior to check-in: 50% of stay (min. 1 night)

Less than 3 days prior to check-in: 100% of total cost

Cancellation

3 days or more prior to departure: \$25

Less than 3 days prior to check-in: 100% of total cost

CARS RENTAL

Cancellation - Hertz car rental

27 days or more prior to pick-up: \$25

26 to 22 days prior to pick-up: \$25

21 to 4 days prior to pick-up: \$25

Less than 3 days prior to pick-up: \$25

Change of date or name of passenger

Consult your travel agent

*Changes are subject to the prior approval of suppliers and the Customer must bear any price difference for the Services between the date of the reservation and the date of the change (excluding any applicable promotion) in addition to the applicable change fees (no reimbursement will be provided if the price of the Services is lower further to such change).

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

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

CANCELLATION FEES - OTHER SERVICES

Excursions, à la carte visits, show tickets, connecting flights, travel insurance policies and ground, maritime and air transfers are 100% non-refundable.

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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.