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PLEASE READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

For purposes of these Terms & Conditions the words “you,” “your,” “passenger” and “cardholder” refer to each person who books or is named on the booking or otherwise purchases or receives goods and services arranged by TravelBrands Inc. The words “TravelBrands”, “Sunquest”, “Sunquest.ca”, “our” and “we” refer to TravelBrands Inc.

These Terms & Conditions govern your purchase and/or booking of goods and/or services from various wholly-owned divisions of TravelBrands Inc. You accept and agree to be bound by these Terms & Conditions. You agree to convey these Terms & Conditions to all parties associated with your booking. Terms & Conditions published on our websites supersede all previously published information, including those published in our brochures (see section on Miscellaneous).

Acronyms are used as follows: TBI = TravelBrands Inc.

TravelBrands Inc.’s operating divisions include ALBATours, Boomerang Tours, Carte Postale Tours, Encore Cruises, Exotik Tours, FunSun Vacations, Holiday House, Intair, Intair Vacations, Sunquest and TravelGenie, and goods and/or services purchased, such as TravelGenie, Packages, Flights, Hotels, Cars, Cruises, Add-Ons, and Specialty Travel will be booked through these wholesale divisions.

PRODUCT

OFFERED BY

TravelGenie



Packages



Flights



Hotels, Cars & Add-Ons



Cruises



Specialty Travel



 **INDEPENDENT SUPPLIERS**

TBI makes arrangements with third party suppliers (“Suppliers”) who provide travel-related products and services such as air travel, cruises, hotels, buses, local excursions, car rental, transfers or other activities included in your booking.

We act solely as agent for the Suppliers identified on accompanying documentation whose services are being arranged for you. The travel products and services provided by Suppliers are subject to the terms and conditions contained in the tickets, brochures, exchange orders or vouchers issued by them. Familiarize yourself, and your travel companions, with the Suppliers' 'terms and conditions of sale'. We have provided you with material, as it was made available to us, and explained those portions that relate

to the services offered, prices and terms and conditions, which terms and conditions govern your purchase of travel product and services.

The liability of these Suppliers may be limited by their tariffs, conditions of carriage and international conventions and arrangements. TBI does not own, manage, operate, or control any vehicle, hotel, resort, cruise ship, restaurant, or other Supplier of product and services, and is not responsible for their acts or omissions.

Suppliers are independent parties over which we have no control. The information and description given about Suppliers are based on our inquiries and are believed to be accurate, but we make no warranty or representation in respect thereof. We cannot be responsible for breach of contract, failure to comply with any laws, or any intentional or negligent actions or omissions on the part of such Supplier(s), which result in any loss, damage, delay, inconvenience or injury to you, your travelling companions or group members.

NOTICE TO TRAVELLERS

Please be advised that:

1. TBI does not assume responsibility for any breach of contract, acts or omissions of anyone other than our employees, properly acting on our behalf;
2. TBI assumes no responsibility for overbooking, cancellation or delays for hotels, airlines, car rentals, local excursions, transfers and/or cruises, or other Supplier product and services arranged through TBI;
3. No employee, agent or representative of TBI has the authority to modify, waive or alter any provision of this Notice;
4. Unless the term 'guarantee' is stated in writing on your tickets, invoice or itinerary, we do not guarantee any of the Supplier(s) rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. We are not responsible for any injuries, damages, or losses caused to any traveller in connection with terrorist activities, social or labour unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control. There may be different living standards and practices, and different standards and conditions with respect to the provision of utilities, services and accommodation outside Canada. Information on 'relevant laws and customs and documentation' is contained in the Supplier(s) brochure, or is obtainable through tourist offices, consulates, etc, of the applicable destination. We can only provide information available to us from our manuals or automated airline services. By embarking upon your travel, you voluntarily assume all risks involved in such travel, whether expected or unexpected. You are hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility you may be unable to travel as scheduled because of personal emergency.
5. Any deviation in your travel is subject to a service fee in addition to any Supplier charges or penalties.
6. We cannot be responsible for your failure to obtain and carry proper travel documentation (see section on Documentation).

MANY OF THE PROBLEMS FOR WHICH WE CANNOT BE RESPONSIBLE CAN BE INSURED AGAINST. WE HAVE STRONGLY RECOMMENDED THAT YOU OBTAIN THE APPROPRIATE INSURANCE COVERAGE TO PROTECT YOURSELF AND YOUR TRAVELING COMPANION(S) ACCORDINGLY.

HOW TO MAKE A BOOKING

Simply call or visit your travel agent and they will contact TBI for reservations. For Packages, you may also visit our website at Sunquest.ca (see section on Website Provisions).

PAYMENT REQUIREMENTS

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| TravelGenie | <p>Air and Hotel: A deposit of 50% of the total price**, plus applicable insurance is due immediately on booking</p> <p>Hotel and Car: Balance and/or full payment is due no less than <u>45 days</u> prior to departure date.</p> <p>Air and Car: Balance and/or full payment is due no less than <u>45 days</u> prior to departure date.</p> <p><i>For Hotel only, Car only and Add-ons payment requirements, please see below.</i></p> |
| Packages | <p>A deposit of \$250.00 per person, plus applicable insurance is due immediately on booking.</p> <p>Balance and/or full payment is due no less than <u>45 days</u> prior to departure date.</p> <p><i>For Sunquest.ca bookings, full payment plus applicable insurance is due immediately on booking. For a deposit option outside 45 days from departure date, please contact TBI directly to make your booking and apply deposit.</i></p> |
| Flights | <p>Full payment is due immediately on booking.</p> |
| Hotels | <p>A deposit of 25% of the total price**, plus applicable insurance is due immediately on booking.</p> <p>3 day option available (excludes peak travel periods and certain Suppliers). Please contact your travel agent.</p> <p>Balance and/or full payment is due no less than <u>45 days</u> prior to check-in date.</p> <p>Payment requirements may vary during peak travel periods and/or may vary by supplier.</p> |
| Cars | <p>Full payment is due immediately on booking.</p> |
| Cruises | <p>Deposit and/or full payment requirements vary based on Supplier and destination. Please enquire at time of booking.</p> |
| Add-ons | <p>Minimum 25% of the total price**</p> <p>Balance and/or full payment is due no less than <u>45 days</u> prior to pick-up date.</p> |

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| <p>Specialty Travel</p> | <p>Deposit requirements vary based on supplier and destination. Please enquire at time of booking.</p> <p>Land, Air*/Land Package, Cruise: Deposit requirements, plus applicable insurance are due immediately upon booking.</p> <p><i>*Air component: full payment, plus applicable insurance is due immediately on booking.</i></p> <p>Additional deposits may be required by some suppliers. European cruises require an additional \$500 deposit to secure the stateroom.</p> <p>Balance and/or full payment is due no less than <u>50 days</u> prior to departure date - or <u>90 days</u> prior to departure date for Norwegian cruises. For bookings made less than 20 days prior to departure date, payment by credit card is required.</p> |
| <p>Refunds for deposit due at the time of booking, and full payment, are subject to Cancellation Charges (see section on Cancellation Charges).</p> <p>** Total price is all money due and/or paid to TBI</p> <p>TBI reserves the right to cancel a booking where cash or credit card payment is not received by its due date.</p> <p><i>Group Bookings: Payment requirements for groups may differ from those above and will be in accordance with the group contract terms and conditions.</i></p> | |

 **CREDIT CARDS**

When a credit card is used to confirm and pay for a booking, you, the passenger, and/or the cardholder give consent to TBI for the card's use. The credit card holder's signature is compulsory. TravelBrands Inc., or the Supplier, will appear as the merchant on your credit card statement.

 **CANCELLATIONS**

If you need to cancel your booking, you must notify your travel agent immediately. Cancellation charges are calculated based on the date that TBI receives notice of cancellation. The departure date is excluded in determining the cancellation deadline. Cancellation charges are imposed by our Suppliers and may vary based on products and/or services purchased on your booking. Administration fees may also apply. TBI may request notification of the cancellation request in writing.

 **CANCELLATION CHARGES**

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| <p>TravelGenie</p> | <p>Air and Hotel: 21 days or more prior to departure date, Cancellation charges as imposed by the Supplier to a maximum of 50 % of the total price**. Please enquire at time of booking.</p> <p>Hotel and Car:</p> <p>Air and Car: 20 days prior to departure date to any time including on and after departure date, 100% of total price**</p> |
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| | <p>Additional fees/cancellation charges may apply. For peak travel periods, increased cancellation charges may apply.</p> <p><i>For Hotel only, Car only and Add-ons payment requirements, please refer to below.</i></p> |
| Packages | <p>45 days or more prior to departure date <u>Effective for bookings made prior to February 22, 2016: \$125.00 per person*</u> <u>Effective for bookings made from February 22, 2016 onwards: \$250.00 per person*</u></p> <p>44 days to 21 days prior to departure date 50% of total price**</p> <p>20 days prior to departure date to any time including on and after departure date 100% of total price**</p> <p><i>* As of the respective dates above, these cancellation policies cancel and supersede all previously announced/published cancellation policies of Sunquest including those contained in the Sunquest brochure and on Sunquest.ca.</i></p> |
| Flights | <p>Cancellation charges as imposed by the airline. Please enquire at time of booking.</p> <p>An administration fee of \$50.00 per ticket plus GST/HST/QST will be charged for each cancellation.</p> |
| Hotels | <p>45 days or more prior to check-in date No charge for cancellations</p> <p>44-21 days prior to check-in date One (1) night cancellation charge</p> <p>20-4 days prior to check-in date Two (2) nights cancellation charge</p> <p>3 days prior to check-in date to any time including on and after check-in date 100% of total price**</p> |
| Cars | <p>No charge for cancellations made 24 hours or more prior to scheduled pick-up time.</p> <p>Cancellations made within 24 hours or after scheduled pick-up time and 'no shows' will be subject to cancellation charges as imposed by the Supplier.</p> <p>No refund for unused days.</p> |
| Cruises | <p>Cancellation charges vary, as imposed by the supplier. Please enquire at time of booking.</p> <p>Cancellation charges may apply to the package or other travel components.</p> <p>Cancellations any time including on and after departure/sailing date will result in 100% of total price** in cancellation charges.</p> |
| Add-ons | <p>Cancellation charges vary, as imposed by the Supplier - plus administration fees. Please enquire at time of booking.</p> |

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| Specialty Travel | <p>Cancellation charges vary, based on the Supplier and destination. Please enquire at time of booking.</p> <p>Cancellations any time including on and after departure date will result in 100% of total price** in cancellation charges.</p> |
| <p>** Total price is all money due and/or paid to TBI</p> <p>Group Bookings: Cancellation charges for groups may differ from those above and will be in accordance with the group contract terms and conditions.</p> | |

The cancellation charge compensates TBI for damages arising from cancellation, including, among other things, pre-payment made on booking of travel and other services and administration costs involved in processing a cancellation. By booking a vacation you agree that the cancellation charge is a genuine estimate of damages to TBI of any cancellation and is not a penalty. TBI may arrange for the resale of any holidays you cancel without refund to you.

CHANGES TO A BOOKING

TravelGenie, Packages, Hotels, Cruises & Add-ons

Changes to a confirmed booking are conditional on and subject to Supplier policies and fees. Supplier policies and fees vary depending on the airline, cruise line, hotel or any other supplier of products and services booked. Cancellation charges may apply. TBI administration fees may also apply. Ask your travel agent to contact TBI on your behalf. There may be charges for each change. Name change requests or name corrections may be denied due to airline, cruise line, hotel or other Suppliers' policy and conditions, and will be treated as a cancellation and rebooking.

Flights

Changes to a confirmed booking are not permitted and will make the booking subject to full cancellation charges. All change requests (including passenger name/letter/title correction) will be treated as a cancellation and rebooking. An administration fee of \$50.00 per ticket plus GST/HST/QST will also apply.

Cars

Changes to a confirmed booking are permitted 24 hours or more prior to scheduled pick-up time. Change requests made within 24 hours or after scheduled pick-up time will be treated as a cancellation (see section on Cancellation Charges).

Specialty Travel

Any change to the hotel component: minimum of \$50 per person, per change (plus any additional supplements according to the change).

45 days prior or more prior to departure date:

Name, departure date and/or destination changes/corrections: minimum change fee of \$350 per person, per change, plus any additional supplements or charges according to the change. Subject to availability. Requests may be denied due to Suppliers' policy and conditions, and will be treated as a cancellation and rebooking.

44 days prior to departure date to any time including on and after departure date:

Changes not permitted and will make the booking subject to full cancellation charges. Changes will be treated as a cancellation and rebooking.

Group Bookings: Change fees for groups may differ from those above and will be in accordance with the group contract terms and conditions.

You will also be responsible for any price increase on goods and services from the original reservation date to the date of change. No price adjustments shall be made if the price for such products and services has decreased. If a change is made to the room/stateroom occupancy, including the addition to or reduction of the number of occupants, you will be responsible for any resulting increase in price. Name change requests may be denied due to hotel, cruise line and Supplier policy and conditions.

SPECIAL REQUESTS

TBI cannot guarantee specific requests such as hotel room location, adjoining rooms, bed preference, stateroom requests, in-flight meal requirements, sky cots, etc. While TBI will attempt to advise Suppliers of such requests, it cannot be held responsible if such requests cannot be fulfilled or if local surcharges are applied. Special in-flight meals are not available with some airlines and must be requested 14 days or more prior to departure. Supplier bonus features and/or premium hotel room/stateroom/airline upgrades must be booked and/or paid for (where applicable) at time of booking, otherwise local upgrade surcharges will apply.

Cruise line requests for special dietary needs must be submitted to TBI in writing 45 days or more prior to departure/sailing date. While TBI will attempt to advise the cruise line of special dietary needs, such request must be re-confirmed with the Maitre D' upon boarding.

CHILDREN & UNACCOMPANIED MINORS

Unless otherwise stated, children's prices are restricted to those 2-11 years of age at the time of departure and only when sharing a room with 2 full paying adults.

Unaccompanied minor (UNMR) is a passenger 17 years of age or less travelling alone. Please contact the airline to verify their UMNR policies. TBI does not accept UMNR bookings for passengers less than 12 years of age.

Cruise lines require children to be accompanied by a parent or legal guardian while in the stateroom. Passengers under the age of 21 must be booked with an adult 25 years of age or older. Please enquire with your travel agent or a TBI representative regarding age requirements.

INFANTS

Passengers under the age of 2 for the duration of the holiday are considered infants and will fly free of charge with most airlines (1 infant per adult allowed). A reservation, however, is required for each infant. Please note that infants are not assigned a seat and are not allotted baggage allowance. If an infant turns 2 years of age during the vacation, an airline ticket must be purchased for his or her travel to and from the destination. Certain fees may apply.

Most cruise lines require infants to be a minimum of 6 months of age or older at the time of travel. Please enquire with your travel agent or a TBI representative at time of booking.

PREGNANCY

TBI cannot be held responsible in the event that a pregnant passenger is denied boarding by the airline, cruise line or tour provider. Applicable cancellation charges will apply (see section on Cancellation Charges). TBI recommends that women that are pregnant, or may become pregnant, discuss their travel

plans and assess the risks with their health-care provider prior to booking and/or travelling, or consider postponing travel.

Cruise lines do not allow women who have begun their 24th week of pregnancy at any time before or during the cruise. All pregnant women are required to provide a physician's letter prior to departure. Please enquire with your travel agent or a TBI representative at time of booking. The cruise line will not be held responsible should pregnancy complications occur during the cruise.

CUSTOMS & IMMIGRATION

Customs and/or immigration officials can deny a person entry into their country at their own discretion. A previous criminal record could be an obstacle in international travel. TBI cannot be held responsible for denied entry under any circumstances.

DOCUMENTATION

It is solely your responsibility to ascertain and obtain, at your own expense, all the documentation and/or visas required by relevant government authorities and cruise lines for the purpose of your holiday. This includes the documentation required by both the government authorities in your holiday destination as well as any jurisdictions which you may transit through en route to your holiday destination. Required documentation may vary depending on citizenship status. Special documentation may be required for minors travelling alone; for children who have a different surname than the adults who accompany them; or for single parents travelling with children. Prior to departure, you should check with your travel agent and/or the relevant consulate and/or cruise line about what documentation is required. **A valid passport and/or visa are required. Some countries require passports and visas to be valid for up to six months beyond your return to Canada.** For information on the Canadian Government Passenger Protect program, please visit PublicSafety.gc.ca. Landed immigrants without Canadian citizenship or a Permanent Resident Card may be denied boarding upon return to Canada. In the event that a passenger does not possess the documentation required by the government authorities at the holiday destination or jurisdictions transited through en route to the holiday destination, or by the airline, or by the cruise line for each port of call, passage or entry to the destination or transit jurisdiction may be refused. If passage or entry is refused, TBI will not be held liable and will not issue any refunds.

The spelling of your name, and each passenger's name on the booking, must be identical as the spelling shown on your passport(s) at the time of booking. TSA (Transportation Security Administration) requires passengers to provide airlines with their date of birth and gender. Failure to do so or providing the incorrect data may result in additional screening, increased check-in time, denial of boarding and/or booking cancellation. To comply with TSA Secure Flight requirements, we require all passengers date of birth and gender at time of booking.

Hotel check-in may require a valid passport and/or a valid credit card. Some countries will not allow a Canadian visitor to share a room with a local resident of that country if the reservation was made in Canada, in the name of the Canadian passenger. It is the responsibility of the passenger to inform TBI at the time of booking. TBI will not be responsible if local charges apply.

Car rental pick-up will require a valid driver's license, a valid credit card and may also require an International Driving Permit (IDP). Driver's license must be held for a minimum of 2 years (some exceptions may apply). Please enquire at time of booking.

TICKETS, DOCUMENTS & E-DOCUMENTS

Tickets are available once full payment has been received by TBI (see section on Payment Requirements). All tickets and vouchers are produced in electronic format and will be forwarded to you or your travel agent. **Please review for accuracy.** E-documents must be presented along with proper

identification (see section on Documentation) at check-in for departure flight, return flight, and for other purchased services such as hotel accommodations, staterooms, optional excursions, transfer and car rentals. All e-tickets are valid only for the flight purchased and cannot be exchanged for other flights or departure times.

Cruises & Specialty Travel e-documents and/or documents (as applicable) will be forwarded to you or your travel agent approximately 3 weeks prior to departure, provided full payment has been received by TBI by the required due date. In some instances, guest information forms must be fully completed and received by the cruise line before the cruise line will release documents to TBI (see section on Online Check-in). Special arrangements will be made for bookings made within 21 days of departure date. TBI cannot be responsible for late deliveries due to shipping delays by the supplier or cruise lines. Upon request, some documents may be forwarded as e-documents.

FLIGHTS & CARRIERS

All flight times, flight itineraries, carriers and aircraft types are subject to change with or without notice. The carriers and TBI also reserve the right to add en route or overnight stops. It is recommended that you contact the airline within 24 hours of departure to confirm your departure times. It is also recommended that you arrive at the airport 3 to 4 hours prior to departure to allow sufficient time for check-in and security clearance. Please check with the airline directly for check-in cut-off time. You agree that TBI cannot be held responsible or liable if you miss your flight or are denied boarding. Carriage and service performed and tickets issued are subject to the terms referred to on such tickets, the rules relating to liability by the Warsaw Convention (as amended), The Athens Convention, The London Convention and The Montreal Convention and these Terms & Conditions. TBI makes arrangements with various airlines. Air transportation complaints are solely the responsibility of the airline concerned. You agree that TBI cannot be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays.

In the unlikely event that a cruise departure is missed due weather related flight delays, or other problems en route, TBI will assist with alternative arrangements. Additional expenses for alternative arrangements may apply, at the passengers' expense. For this reason, it is strongly recommended that adequate travel insurance is purchased.

Flights included in Specialty Travel bookings are booked in economy class as offered by the specified air carrier. Seat availability may be limited and supplements may apply. You may not qualify for frequent flyer miles when flying on certain fares.

BAGGAGE

Please check your e-tickets for baggage allowance information. There may be charges for baggage and/or excess baggage. Please contact the airline for more details. All baggage remains at your own risk throughout the trip. TBI shall not be responsible for any damage to or loss of luggage or personal items. Due to security restrictions, liquids and gels, as well as many other items, are not permitted in carry-on luggage. Prescription medications should be kept in the original container and packed in carry-on luggage. Please check with the airline prior to departure for the most up-to-date regulations in order to avoid items being confiscated at security. In the event that your baggage is delayed at your destination or upon your return home, please contact the airline representative before leaving the airport. Failure to do so will invalidate your claim. All incidents of damaged, lost or stolen luggage should be reported in writing directly to your insurance company. Independent contractors over which we have no control perform baggage handling and we cannot assume responsibility for loss of, or damage to, baggage or other possessions. Due to the carrier's limit of liability, please do not check valuable items such as jewellery and cameras. Please also limit the valuables (including electronic equipment) you take with you on holiday and use the safety deposit boxes provided at hotels. TBI reminds cruise guests that stateroom storage is limited. **Please ensure you have adequate insurance to cover your belongings throughout your holiday.**

TRAVELBRANDS INC. STRONGLY RECOMMENDS THE PURCHASE OF TRAVEL INSURANCE.

CONNECTING FLIGHTS

If you have a connecting flight, you should allow ample time (minimum 3 hours or overnight) between flights. Please enquire with the airline directly upon check-in if your checked baggage has to be claimed after your first flight, or if it will be checked through to your final destination. TBI cannot accept any responsibility for additional charges incurred for airfares or other expenses due to missed flights, irregular air operations or flight time changes.

If you miss your connector flight, or encounter other problems en route, please contact the 'We've Got Your Back Number' listed on your tickets for assistance with alternative flight arrangements.

If your flight itinerary included in your package holiday includes a connecting flight and an airline change/flight or delay occurs en route or you miss your connecting flight, you must immediately telephone the Customer Service Help Line number indicated on your e-documents and notify them of your revised arrival time/flight number in order to secure your transfer pick-up, provided transfer service is included in your package.

LOCAL TRANSFERS

If you have purchased roundtrip transfers, your documents will include transfer vouchers with full details. Upon arrival, please proceed directly to the transfer company identified on your documents. On your return, please be ready to depart your hotel or cruise ship at the designated time indicated by your transfer company. You must reconfirm your return transfer pick-up time. There is no reimbursement for missed transfers.

Roundtrip transfers are included in your package holiday for Mexico/Caribbean destinations and your documents will include transfer vouchers with full details. For U.S. destinations, roundtrip transfers may be purchased as an option. It is not uncommon to be approached by taxi drivers misrepresenting themselves to get you to buy transport to the hotel or by time share sales people offering you free transport or tours in exchange for your attendance to one of their meetings. Your transportation is already prearranged so please proceed directly to the transfer company identified on your documents. On your return, please be ready to depart your hotel at the designated time indicated by your transfer company. You must reconfirm your return transfer pick-up time. There is no reimbursement for missed transfers.

PROBLEM HANDLING

If you have any questions, queries or problems while at your destination, please contact hotel management, your cruise line representative, on board cruise staff, the transfer agent or Supplier directly, as applicable. You may also contact our Customer Service Help Line at the contact telephone number listed in your documents. **Failure to report your concerns may preclude your right to a claim.**

Should you find your accommodation unsuitable, contact the hotel manager immediately. If you decide to find your own accommodation elsewhere, cancellation charges as imposed by the Supplier will apply. TBI will not be responsible for additional expenses for alternative accommodation or arrangements.

For package holidays, after arrival at most hotels the representative will give a welcome briefing to provide important information about your travel arrangements and Mexico/Caribbean destination resort area. This service is not provided at certain hotels such as Sandals, Beaches, Couples and SuperClubs resorts or at hotels with smaller groups of passengers. In such circumstances, passengers will be provided with our local office contact information. If you have any questions, queries or problems while at your destination, please contact the local representative and/or hotel directly. For U.S. destinations,

please contact the hotel or supplier directly if you have any questions, queries or problems while at your destination. You may also contact our Customer Service Help Line at the contact telephone number listed in your documents. **Failure to report your concerns may preclude your right to a claim.**

ADDITIONAL NOTICE TO TRAVELLERS

Please be aware that different living standards and practices exist outside of Canada, including but not limited to provision of utilities, i.e. water and electricity, accommodations, services of all kinds, food, food preparation, water quality, security, insects, wildlife or weather conditions. You agree that TBI shall not be responsible or liable for any loss, damage, illness or injury you may suffer as a result of such different living standards and practices. The Public Health Agency of Canada recommends that you visit your family doctor or a travel medicine clinic prior to departure to advise you on precautions. Please check the Foreign Affairs & International Trade Canada website at Travel.gc.ca for information specific to your destination before you travel. All hotels undergo routine maintenance and renovations. Certain resort areas are undergoing major growth with ongoing construction and TBI is not responsible for any resulting inconvenience. At brand new hotels, some facilities may not be completely operational. Landscaping and other finishing touches may be continuing during your stay. If TBI is advised of any significant work that will be ongoing during your stay or of any major facilities that will not be available, we will try to advise you prior to departure through notice to your travel agent.

TRAVEL INSURANCE

It is strongly recommended that all travellers obtain adequate insurance coverage to protect themselves should they be obliged to cancel a holiday due to health problems or unforeseen circumstances such as medical expenses, baggage loss and damage or trip interruption. You may purchase such insurance from your travel agent at the time of booking. You may also wish to purchase medical insurance. You agree that TBI shall not be responsible or liable for health problems that may arise or become aggravated while travelling or at your destination. Standards of medical care may differ from those in Canada. Treatment may be expensive, payment in advance may be required and provincial health care coverage may be limited. Some countries may require proof of health insurance coverage upon entry (i.e. Cuba).

CANCELLATION OF SERVICES

In the event that certain services are cancelled, subject to any applicable cancellation policies, TBI will have no responsibility beyond the refund of all monies received by TBI for such cancelled services, which will be deemed to constitute full settlement of any claim you might have against TBI for the cancellation. Some services and/or tours may require a minimum number of registered participants to operate; which may result in cancellation if the minimum requirement is not met.

ALTERATION OF SERVICES

Advertised facilities may occasionally be modified or unavailable. When known to us, we will advise you or your travel agent of any description changes, prior to departure. Sometimes major changes to your holiday arrangements may be required due to circumstances beyond our control, such as hotel overbooking, unexpected maintenance problems or due to market conditions. Major changes may include change of destination, change of departure or return by more than 24 hours, change of itinerary, change of hotel, ship or accommodation standard. In these circumstances, TBI reserves the right to substitute hotel and other arrangements for arrangements of comparable value without notice or liability.

FORCE MAJEURE/ACT OF GOD

TBI is not responsible or liable for changes or cancellations made that relate to or arise as a result of hostilities, acts of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics or health risks, technical problems with transport as well as flight delays due to weather or for mechanical reasons, government action, closed or congested airports or ports, supplier insolvency, governmental acts and other events beyond our control. You agree that TBI does not assume any responsibility, and is not liable, for the costs or other consequences that arise out of or result from inclement weather conditions or natural phenomena at any time of the year. For Mexico/Caribbean destinations, the National Hurricane Center in Miami considers June 1st to November 30th inclusive Hurricane Season. This must be taken into consideration when you book your vacation.

HOTEL RATINGS & ACCOMMODATION

Star ratings are our opinion and can differ from official gradings. Our rating is relative to general standards in each destination, so our four-star hotel in one destination can be different to our four-star hotel in another. Ratings are based on many factors including hotel location and facilities as well as feedback from our customers and staff. Ocean/sea view room category upgrades may include partial or lateral views.

Hotel rooms and/or staterooms are subject to availability and are confirmed at time of booking; they may be replaced by other hotel rooms and/or staterooms of similar category. Hotel and cruise ship suppliers assign hotel rooms and/or staterooms based on availability upon check-in. Occupancy of any stateroom(s) is limited to the number of berths. The cruise line reserves the right to limit the number of upper berths and single staterooms sold on each sailing. TBI does not have control over accommodation dimensions, location or view.

Hotel rooms in Europe and other countries abroad vary in size and some may have smaller dimensions. Heating and air conditioning in hotels may not be operational during the Spring and Fall seasons. Single occupancy rooms may be limited.

FACILITIES & SERVICES

Hotels, cruise lines and/or other Suppliers may curtail or alter some facilities without notice, usually for purpose of ongoing maintenance and improvement. You agree that TBI shall not be held responsible or liable if, due to the acts or omissions of others, some services, bonus features or facilities described, cease to be available or are not working. The behaviour of other guests and the cancellation of services for any reason are beyond TBI's control. All efforts are made to ensure accuracy, at the time of publishing our brochures, on our websites, and through our call centres. Descriptions and photographs are representational only and are not a guarantee that everything will be exactly as depicted at the destination. **You agree that TBI shall not be held responsible or liable for modifications that can take place after publication, including damage or beach erosion or conditions due to storms or tidal conditions or natural phenomena.** Services such as à la carte dinners, daily activities programs, spa services and bonus features are on a first-come, first-serve basis and may require reservations. Certain services and activities may be withdrawn by the Supplier for reasons such as weather conditions and number of participants. All withdrawn features are non-refundable. Spa services are at additional charge unless otherwise stated. Certain services and/or use of facilities and restaurants may be subject to local fees. Room/stateroom upgrade and bonus features are subject to space availability at check-in and cannot be guaranteed prior to your arrival. Bonus features do not have a cash value.

Advertised promotional offers for cruises may be available nationally or may be limited to selected departure gateways, destinations or ships. Cruise promotions commencement and termination dates are time sensitive. Some cruise promotions cannot be combined with any other advertised promotion on the same booking. All cruise prices and promotions advertised are subject to availability and may be withdrawn at any time, with or without prior notice.

Cruise ships used in the Mediterranean, Asia, Egypt, Russia differ from cruise ships used in the Caribbean in terms of tonnage, size and number of staterooms, service and entertainment on board, etc. Criteria used for ship classification are established on the basis of local standards, which may be lower than North American and Caribbean standards.

UNUSED SERVICE

No refunds or adjustments will be made to you for portions of your vacation not taken or used.

HOTEL CHECK-IN & CHECK-OUT

Due to hotel housekeeping requirements, regardless of flight times, hotel check-in is normally after 3:00 pm on the day of arrival. Hotel check-out time is normally 12 noon but could be different at each hotel. All-inclusive privileges begin at check-in and end at check-out.

CRUISES ONLINE CHECK-IN

It is important that passengers provide the cruise line with key personal information (passport numbers, etc.) in advance. No later than 3 days prior to sailing date, passengers can register on the cruise line website, log in and access all important pre-cruise information and complete the online check-in process. A link will be provided with your e-documents.

LOCAL EXCURSIONS, OPTIONAL TOURS & SPECIALTY TRAVEL TOURS

All excursions/optional tours sold locally in destination are subject to the local cancellation policy as each tour is operated by independent Suppliers. TBI's role is strictly limited to transmitting your reservations to the local tour operator. TBI does not assume any responsibility in the event of an error, change in itinerary, substitutions or failure to provide any service by the local tour operators or their representatives. Local guides are fluent in English and/or other languages; however, some language barriers/accents may be encountered. Transfer drivers do not provide the services of local guides.

European day tour itineraries may be physically demanding and may entail prolonged periods of walking. Some day tours are not recommended for those with special needs and/or children under the age of six – please enquire at time of booking. When visiting any church in Europe – shorts, short skirts or bare shoulders are not permitted. For security purposes, bags, parcels, knapsacks are not permitted in certain museums and churches. Day tours may require a minimum number of passengers to operate; which may result in cancellation of the tour if the minimum requirement is not met.

Specialty Travel tour Itineraries may be physically demanding and intense climatic conditions and/or temperatures may be experienced in some countries. Tour itineraries, visits, accommodation, transportation are subject to change or substitution during the course of the tour, with or without notice. The local tour operator, as well as the tour guide, can determine and implement changes or substitutions at any time. The number of participants in a tour group can vary from 2 to 45 persons, with exception to tours that guarantee 25 or 35 passengers (27 or 37 maximum dependent on room assignment and including the tour leaders). Prescription medications are not readily available abroad and you must carry a sufficient amount of your medication, whether it is prescribed or can be purchased over the counter, with you at all times throughout the tour. Prescription medications should be kept in the original container, and packed in your carry-on luggage together with prescription refills. Do not pack medications in your checked luggage or another group member's luggage.

SOUVENIRS

TBI cannot be held responsible for goods purchased from abroad, including items to be delivered at a later date; including damaged or lost items or incorrect goods delivered, or transport charges and duties, or items confiscated by customs, etc.

CARS

All rentals are arranged with independent car rental companies and subject to their local rental agreement(s). Rentals are based on 24 hour periods and a minimum number of rental days may be required. A full day is charged for any portion of a day that the vehicle is used. When you pick up the vehicle, you must sign a rental agreement provided by the rental company and subject to local laws. TBI cannot be held responsible if you do not meet the car rental company's requirements to rent a vehicle, or if you do not have available all the necessary documentation (see section on Documentation).

TBI recommends that you check that the condition of the vehicle is adequately reflected on the rental agreement and that any pre-existing damage is indicated. Additional fees may apply for rental service beyond hours of operation. All local fees are billed in local currency. TBI does not provide insurance and coverage is provided by the rental company as indicated on your voucher. Additional coverage may be available for purchase from the rental company. Your voucher will list the inclusions and exclusions of your car rental. Local fees, mandatory fees and/or services are paid locally to the car rental company and are not included in your prepaid voucher. Optional vehicle equipment, prepaid tank of gas or additional insurances may be requested at time of booking for an additional fee and/or purchased locally. Please ensure that you read the terms and condition listed on your voucher, as well as the car rental company's rental agreement in its entirety before signing the car rental company's document. TBI cannot accept liability for items or services purchased locally.

PRICES & COST INCREASES

All prices, unless otherwise stated, are per person based on two adults sharing one hotel room or stateroom, for hotels and cruises respectively. For Hotel only bookings, all prices are per room based on single/double adults sharing one hotel room. For Flight only bookings, all prices are per person and may change with each enquiry or website session. All prices advertised on our websites or in our brochures are in Canadian dollars and do not include GST/HST (where applicable) and taxes or local fees. Tax is additional on all other hotels and resorts. In Quebec, all advertised prices include all taxes. The prices advertised are based on fixed costs at the time of publication. These costs are dependent on rate of exchange and/or other factors. TBI reserves the right to increase the price. Should the price increase be greater than 7%, you have the right to cancel the contract for travel services and obtain a refund of all monies paid to TBI, unless the price increase is the result of government taxation or fuel surcharge allowed by the Canadian Transportation Agency. Every effort will be made to advise your travel agent of any price increase at least 15 days prior to your departure date. In the event of an error in published rates, you will be given the option to accept the change or to cancel for a full refund of all monies received by TBI.

Prices may be adjusted in response to market conditions or other factors and may change at any time. Changing conditions require a response to booking trends that cannot be foreseen and may result in price increases or decreases depending upon the specific product and dates of travel. Price reductions made in response to market conditions are offered as an incentive to new bookings only.

All prices are directed solely to Canadian residents. Residents of other countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. TBI shall not be responsible or liable for any resulting change in price or additional expenses imposed by hotels and/or suppliers.

Additional charges may apply, such as Canadian transportation tax, destination departure tax, hotel service charges for housekeeping, porters, etc., government/local hotel tax, energy surcharges, tour operator compensation, tourist cards, G.S.T, U.S. customs and immigration fees, port charges/NCCF and other miscellaneous charges. The exact amounts vary by destination and payment must be included with final payment. In some instances, certain taxes are not payable in advance and passengers are responsible to pay these taxes locally.

TBI guarantees that the cruise vacation price will not increase once the balance has been paid in full. Cruise line or airline fuel surcharges and airline imposed taxes and increases in taxes by government or quasi-government agencies are not included in this guarantee as they are beyond TBI's control. Air fares are subject to change without notice unless the air tickets have been issued, which case we guarantee no increase to the price paid, except for government taxes or fuel surcharges imposed by the airlines. TBI reserves the right to increase prices on bookings that have not been confirmed.

Specialty Travel tour prices include air transportation in economy class from Vancouver, Toronto or Montreal on an individual or group basis; transfers as indicated in the tour program; transportation by tour bus, train or ship as outlined in the tour itinerary; double occupancy accommodation with private bathroom and/or private shower (single rooms are limited and will be confirmed after the reservation); meals as outlined on the tour itinerary (drinks not included); visits according to the tour itinerary, including entrance fees; handling of one piece of luggage per person (unless otherwise stated in the tour program); hotel service charges; travel documents. Tour prices do not include passport fees, insurance, optional excursions, gratuities, visa fees & transportation-related taxes and fees, personal expenses (drinks during meals, wine or spirits) and any other items not listed as inclusions in the tour package is an additional expense, including airport taxes.

FOR RESIDENTS OF THE PROVINCE OF QUEBEC

The price for the travel products and services provided hereunder may be increased following the imposition of a surcharge on fuel by the air carrier, or an increase in the exchange rate insofar as the exchange rate applicable 45 days before the date of departure has increased by more than 5% since the date of this contract. If any such increase is equal to or greater than 7% of the price of the travel services, without taking into account any increase in the Quebec sales tax or federal goods and service tax, you may choose to cancel this contract and to receive a full refund of any amounts paid. There shall be no increase in the price of travel services within 30 days of your departure date.

SPECIAL NEEDS PASSENGERS

TBI must be advised at the time of booking of any special services required at the airport so we can determine the availability with the airline directly. Although reasonable attempts will be made to provide the airport services requested, TBI does not guarantee that the airport while in destination will be wheelchair accessible.

Services required for a passenger with special needs cannot be confirmed at the time of booking or prior to departure. Transfer/tour vehicles and cruise line/hotel facilities for special needs passengers may be limited and subject to local surcharges in destination or not available. TBI does not guarantee that the airport, transfer vehicles, hotel room and/or stateroom will be wheelchair accessible. Please enquire with your travel agent or a TBI representative prior to booking.

For Cruise bookings, stateroom, airline and transfer requirements for a passenger with special needs must be specified at time of booking. Passengers must be self-sufficient & travel with another person who assumes responsibility at all times for the required assistance. The cruise line has a limited number of staterooms fully accessible to passengers in wheelchairs. Medical certificates are required by the cruise line for all stateroom requests for a passenger with special needs. This documentation must be received by TBI at least 30 days prior to departure. Any special services required may not be available and/or subject to local charges or advance payments.

For Specialty Travel bookings, some hotels and countries are not equipped to provide services to a passenger with special needs. TBI must be notified at time of booking and passengers must provide a medical certificate for clearance to participate in the tour activities, are self-sufficient and do not require assistance from another group member or tour representative. TBI reserves the right to refuse a passenger who cannot complete the trip or for whom the trip represents health risks to the passenger or other group members. TBI cannot provide special care or special assistance to individuals suffering from a disability or food allergies.

NOTICE OF CLAIMS

You must notify TBI, in writing by registered mail, of any claim you may have, or claim to have, against TBI, within 30 days from the event giving rise to the claim. Should you not file a written complaint with TBI within 30 days from the end of your vacation, you will be presumed to be satisfied with the services received and to have waived any and all claims that you may have had against TBI. TBI will not respond to any claims or demands made after the expiration of the 30-day delay. You may not commence any legal proceeding against TBI unless you have submitted a notice as set out above. Under no circumstances shall TBI be liable to you for an amount in excess of the total amount paid to TBI for your vacation.

COMPLIANCE

You agree to comply with any reasonable instructions issued by TBI or its representatives during your vacation. Any group participant that compromises the enjoyment of other travelers on the trip or who refuses to follow instructions given by TBI representatives may be obliged to return to Canada before the end of the trip, at the passenger's expense.

APPLICABLE LAW

Regardless of your holiday destination, any dispute between you and TBI shall be interpreted in accordance with the laws of the place of your departure from Canada and international conventions and agreements referred to herein. **Notice:** No agent or representative of TBI or any other service provider has the authority to modify or waive any provision of these Terms and Conditions.

ARBITRATION

Any claim or dispute (including, without limitation, any unresolved claims concerning any services booked through, or provided by, TBI and claims made directly by you or by anyone connected to you or claiming through you) relating to or arising from your purchase of a holiday, or the goods and services provided by or through TBI, must be decided by one arbitrator, to the exclusion of the Courts. The arbitration shall be governed by the National Arbitration Rules of the ADR Institute of Canada, Inc. or its successors or a replacement Administrator. The seat of the arbitration shall be in the province in which you reside. The decision of the arbitrators shall be final and binding upon the parties. The present arbitration clause applies to all claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis.

TRAVELBRAND INC'S RESPONSIBILITY

The travel services provided are subject to the Travel Industry Act (ON), Travel Agent's Act (BC), Travel Agent's Act (QC) or any other similar act enforced in the province of residence of the purchaser or in the province where a vacation was purchased from TBI and Regulations thereunder and are subject to the

conditions imposed by the suppliers and such suppliers' (and TBI's) liability is limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements as amended (e.g. The Warsaw Convention, The Athens Convention, The London Convention and the Montreal Convention).

You agree that TBI shall not be responsible or liable for, and you hereby waive any claim arising out of or relating to, any loss, damage, injury or illness whether physical or mental, resulting from any delay, substitution of equipment, or any act, omission, negligence or commission of any third party supplying any of the services or accommodation herein, its agents, servants, employees, subcontractors, or for any claims for such loss, damage or injury, whether physical or mental, arising therefrom, or from any cause that arises by reason of actions of parties other than TBI. TBI reserves the right to decline any passenger as a member of these tours at any time.

PRIVACY POLICY

TBI is compliant with the Personal Information Protection and Electronic Document Act (P.I.P.E.D.A.) that went into effect January 2004. A copy of our policy can be found on our website(s) or by contacting our Privacy Policy Office at the address listed below.

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BC Registration Number: 3597

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Quebec Registration Numbers: 702734

SEVERABILITY

The invalidity of any provision contained herein does not affect the validity of any other provision listed.

MISCELLANEOUS

All prices are subject to change without notice. Blackout periods and/or surcharges may apply particularly over peak travel periods and holidays. The information on our websites supersedes all previously published information, including our brochures. Published May 2016.

ENTIRE AGREEMENT

These Terms and Conditions, together with the Privacy and Security sections of this website(s), as well as the Web Use Agreement Terms and Conditions available on our websites, to the extent that they apply, constitute the entire agreement between TBI and you regarding the subject matter of this agreement, and supersede all prior or contemporaneous communications, whether electronic, oral or

written between TBI and you with respect to such subject matter. Your retention and use of tickets, reservations, tour documents, invoice or bookings after issuance, shall constitute evidence of your consent to the above terms and conditions.

WEBSITE PROVISIONS

In order to make reservations and purchases through our websites you have to be 18 years old or older and you agree to pay for all charges noted on our website(s) as payable by you. For greater certainty, you acknowledge and agree that you are exclusively liable for all obligations incurred as a result of use of our websites for the making of any reservations and/or purchases, including those reservations and/or purchases made through our websites by persons using your personal profile sign-in information and password.

TBI makes every effort to ensure that the content on our websites is complete and current. However, TBI does not guarantee that the information contained on our websites will not contain errors, inaccuracies or omissions. Such errors, inaccuracies or omissions may relate to price or to product or service description or availability. TBI reserves the right to correct any error, inaccuracy or omission or to change or update the content without prior notice to you. Further, TBI reserves the right to refuse or cancel any orders or reservations containing any error, inaccuracy or omission, whether or not the order or reservation has been submitted, confirmed and/or your credit card has been charged. If your credit card has been charged for the purchase and your order or reservation is cancelled, TBI shall promptly issue a credit to your credit card.

Travelers' who use our websites, assume full responsibility for, and hereby release TBI from any duty of checking or verifying any passport, visa, vaccination or other entry requirements for chosen destinations.

Travellers are also fully responsible for verifying all safety and security conditions for each destination. You agree that TBI is not responsible for any potential risks and hazards associated with travel to destinations listed on the websites. Without limiting the generality of the foregoing, TBI assumes no responsibility for standards of hygiene, cuisine, sanitation, medical treatment or telecommunications services. Nor is TBI responsible for any political instability, terrorist activity, war, social or labour unrest, civil disturbances, arbitrary changes in government policies, local laws or customs, climatic conditions, methods of conducting business, military activity or emergency evacuation methods. By embarking on travel arranged through, or utilizing information contained on, the website, you voluntarily assume the risks associated with such travel.

Please note that all content on our websites is provided on a "as is" and "as available" basis. TBI disclaims, and you hereby waive, any and all warranties and liabilities of TBI, whether express or implied, arising by operation of law or otherwise, with respect to our websites or any other internet site linked to our websites and any content on our websites or any other internet site linked to our websites, including, but not limited to, any:

- Implied warranty of merchantability or fitness for a particular purpose;
- Implied warranty of non-infringement;
- And claim in tort (including negligence).

Some of the websites content that refers to transportation, hotel accommodations, car rentals, restaurants and other services is the property of, and is supplied by, independent suppliers are not under our control. TBI does not verify, and does not guarantee, the accuracy of the information that we receive from third party vendors, including suppliers of transportation and accommodations. All information, prices and availability are subject to change without notice.

The information on our websites is directed solely at those who access this site from Canada. **TBI DOES NOT MAKE ANY REPRESENTATION THAT THE CONTENT PROVIDED IS APPLICABLE OR**

APPROPRIATE FOR USE IN LOCATIONS OUTSIDE OF CANADA. Residents of other countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. All bookings and purchases are also subject to the general information appearing in our current on-line brochure and product descriptions.

TBI, in its sole and unfettered discretion, reserves the right, without prejudice to any rights or claims that TBI may have against you, to refuse service, terminate accounts, and /or cancel orders or reservations for any reason whatsoever, including, without limitation, if TBI believes that your use of our websites contravenes the Web Use Agreement Terms and Conditions, violates applicable law or is harmful to TBI's interests.