

## **Precedent Booking Conditions for Package Holidays**

**Please read these booking conditions carefully, they form an important part of the contract for your holiday.**

All holidays advertised in our brochures and on our website are operated by Exodus Travels Canada Inc. TICO Registered number 002471880 (hereinafter called 'the Company', 'Exodus', 'we', 'us' or 'our'), a member of the Travelopia Group of Companies. Registered office: 70 The Esplanade, Suite 401, Toronto, ON, M5E 1R2 and are sold subject to the following conditions:

### **General:**

If you have any questions arising from the information above, please 1 800 267 3347. We are required to answer any questions you may have about the information contained in these terms and conditions.

### **Insurance.**

Please Note: Adequate and valid travel insurance is compulsory for all Exodus travelers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking. We recommend you take out insurance as soon as your booking is confirmed.

### **For Certain Tours:**

You may be asked to accept a separate Contract of Carriage with a local vessel owner/carrier or a local service provider (collectively, the "Carrier") of your cruise which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier of your cruise. By agreeing to the Contract of Carriage and accepting the conditions therein, you agree that any dispute that you raise directly with the Carrier will be governed by and subject to the terms and conditions of the Contract of Carriage. For the avoidance of doubt, this Agreement governs the relationship between you and us, and any dispute or claim that you raise with us will be subject to this Agreement and not the Contract of Carriage and to the extent there is a conflict between this Agreement and the provisions of the Contract of Carriage as they relate to you and us, this Agreement shall prevail and supersede the provisions of the Contract of Carriage.

### **1. Your Financial Protection**

As a registered Ontario retail travel agency, we provide you with security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. The Ontario Travel Industry Compensation Fund provides reimbursement of monies paid to an Ontario registered travel agent for travel services that are not provided due to the bankruptcy or insolvency of an Ontario registrant or an end supplier airline or cruise line, where a reimbursement has not otherwise been provided.

### **2. How to Book**

To make a booking you can contact us in several ways: directly over the telephone, via our

website [www.exodustravels.com](http://www.exodustravels.com) ('Website'), or through an approved travel agent. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person traveling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons traveling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

For all holidays, excluding Polar holidays, you will need to pay a deposit to us at the time of booking of at least 10% per person of your selected travel arrangements (minimum \$300 per person or equivalent). For Polar holidays the required deposit is 20% per person of your selected travel arrangements. For Private Adventure Bookings the deposit amount will be confirmed on the initial quotation document sent prior to booking. You may also be required to pay for any non-transferable and non-refundable items such as National Park entrance fees and Permits, and in some cases for accommodation and services at peak times of travel or where accommodation and spaces are limited. You will be advised of all such charges due at the time of booking and before your booking is confirmed. We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 70 days (133 days for Polar holidays) before departure. In certain cases we may request full payment more than 70 days before departure where, for example, airlines require full payment on booking. If you book less than 70 days before departure (133 days for Polar holidays), full payment must be made on booking. If you do not pay the balance by the due date your booking will be canceled and you will forfeit your deposit plus any other relevant charges.

When you book your holiday through an approved travel agent, all communication between you and us will be made through that agent, as such please contact your agent in the first instance, as no changes can be made to your booking unless they are made through your agent. If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 2-3 weeks before the departure of your tour, and will not be issued unless payment of the due balance has been received and any cheques have cleared. If you live outside Canada, we will email any trip information documents. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) and/or Advance Passenger Information, sometimes known as APIS. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

We may transfer your booking to another company within our group, but this will have no effect on your holiday arrangements.

### **3. Prices, Surcharging and Air Passenger Duty**

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including any flight supplements, upgrades or additional facilities which you have requested. Prices quoted in this brochure are based on exchange rates published by OANDA in August 2018.

Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports may mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an amount to cover agents' commission. If this means that you have to pay an increase of more than 7% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your holiday booking and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, but we will refund in full amounts exceeding such 2%. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

In all cases, we will only consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Dates and itineraries shown for tours departing after 1 January 2019 are indicative only and subject to change.

#### **4. If you Change or Cancel your Booking**

**4.1** If, after our confirmation has been issued, you (i) make a change to your existing booking or (ii) wish to change to a different tour or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 70 days (133 days for Polar holidays) before departure, but we reserve the right to charge an amendment fee of \$60 USD per booking for each change.

**4.2** Any alteration, whether a change to an existing booking or a change to another tour or departure date, will be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the tour. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 70 days of departure (133 days for Polar holidays) will be treated as a cancellation of the original booking and will be subject to cancellation charges.

**4.3** Subject to the conditions below and section 4.4, where you are unable to travel you can either (i) transfer your booking (and your deposit) to a new booking on a different trip departing within 12 months of your date of cancellation; or (ii) transfer your booking to another person, providing the following conditions are met:

a) you notify us in writing at least 70 days before departure (133 days for Polar holidays) and give us authority to make the transfer; and

b) your request is accompanied by all original travel documents which you have received and if you are transferring your booking to another person, the full name and address of the person to whom you wish to transfer your holiday booking (“transferee”); and

c) if you are transferring your booking to another person, the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and

d) your, or the transferee are able to confirm that suitable travel insurance is in place; and payment is made by you of all costs charged or levied by those supplying your travel arrangements.

e) we reserve the right to charge an amendment fee of \$60 USD per booking for each change. Where you are transferring your booking to another person, both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses. Please note that any request to transfer your booking (either to another date or another person) will be treated as a cancellation if such notice is received within 70 days of departure (133 days for Polar holidays) and will be subject to cancellation charges.

**4.4** Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. Accordingly, you may have to pay for the canceled ticket and be required to pay for the full cost of a new ticket.

**4.5** You, or any member of your party, may cancel your tour at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon

receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers, you wish to cancel from the booking:

<b>Period before scheduled departure date when notice of cancellation is received</b>	<b>Cancellation charge per person as percentage of total booking price</b>
More than 70 days before departure date	Loss of deposit unless booking (and deposit) is transferred to a new booking within 12 months of the date the original booking was canceled.
Between 70 and 42 days before departure date (inclusive)	50% of the holiday cost
Between 41 and 28 days before departure date (inclusive)	60% of the holiday cost
Between 27 and 15 days before departure date (inclusive)	80% of the holiday cost
14 days or less before departure date (or failure to join the holiday) (inclusive)	100% of the holiday cost

For **Polar holidays** canceled within 133 days of the departure date the following cancellation charges will be made:

<b>For Polar holidays: Period before scheduled departure date when notice of cancellation is received</b>	<b>Cancellation charge per person as percentage of total booking price</b>
More than 133 days before departure date	Loss of deposit.
133 days or less before departure date (or failure to join the holiday) (inclusive)	100% of the holiday cost

For trip codes WFK and WFL, please note that cancellation charges are as follows:

More than 50 days before departure date	Loss of deposit
50 days or less before departure date (or failure to join the holiday) (inclusive)	100% of holiday cost

**Please note** that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday.

**4.6** All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the Lead Name in writing and in English by email or sent by recorded delivery post to Exodus Travels, 112 Merton St, 1st Floor, Toronto, ON, CANADA, M4S 2Z8.

### **5. If we Change or Cancel your Booking**

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. If we become aware of a change to any matter that is referred to in a representation and that, if known, might have affected your decision to purchase, we shall promptly advise you of the change. Flight timings and carriers shown in the brochure are for guidance only and are subject to change. Your Confirmation Invoice will show the latest planned timings. Your actual flight timings will be shown on your e-ticket itinerary, which you should check carefully as soon as you receive it. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: a change in accommodation to that of a lower category; a change in time of your scheduled departure or return flight by more than 24 hours (but not a flight delay); a different cruise ship is substituted; documents needed for the trip are changed because the transportation routing is changed, and there is not enough time for you to obtain the documents before the departure; or a change of departure airport. A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and

there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- a) accepting the change; or
- b) accepting a replacement tour from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one; or
- c) canceling your tour, in which case you shall receive a full refund of all monies paid.

This paragraph does not apply if the delay or advancing of your trip is the result of: (a) mechanical problems with a vehicle, ship or aircraft; (b) safety considerations; (c) weather conditions; (d) a strike or lock-out; or (e) force majeure.

We may also have to cancel your holiday arrangements. Operation of all tours is dependent on a minimum number of persons booking the tour. If that number is not achieved, we reserve the right to cancel the tour. However, we will not cancel your tour less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control.

Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement holiday from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

<b>Period before scheduled departure date when we notify you of a major change or cancellation</b>	<b>Compensation payable per person</b>
Before balance due date	Nil
Between balance due date and 14 days before departure date (inclusive)	\$35.00
Between 13 days and the date of departure date (inclusive)	\$55.00

This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements. Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

## **6. Our Liability, Conditions of Carriage & Limitations**

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes standards and practices at the destination with respect to the provision of utilities, services and accommodation may differ from those found in North America. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, shall be limited to the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our international head office Exodus Travels Ltd., DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had



been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased overseas your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your holiday booking up to a total cost to us of \$9,000 CAD as long as the following conditions are met:

- (i) you must ask us for such assistance within 90 days of the misadventure;
- (ii) you must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
- (iii) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance.

If you are joining the holiday locally (i.e. not starting with the group from Canada) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with

your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. On certain tours our local service providers will on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour. The purpose of the form is to make you aware of the risks and dangers involved with traveling in these areas, and for you to agree that the service provider and the Company shall not be responsible for any claims made by you for incidents arising due to circumstances outside the service provider's and the Company's reasonable control. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

We operate all our trips in accordance with the recommendations from the Government of Canada and the Department of Foreign Affairs and International Trade. If you are booking from outside Canada, you should recognize that the Government of Canada advice may not always be aligned with the advice from your own consulate or government travel authority.

### **Flight Notice, Flight Information & EU Blacklist**

This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the European Community Regulation (EC) No. 889/2002 or the Montréal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

**Air carrier liability for passengers & their baggage:**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 Special Drawing Rights ("SDRs") the air

carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting & actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at [www.ec.europa.eu/transport/modes/air/safety/air-ban/](http://www.ec.europa.eu/transport/modes/air/safety/air-ban/).

In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, Turkish Airlines, Iberia, IcelandAir, South African Airways, KLM, Air Namibia, Ethiopian Airlines, Royal Air Maroc, Swiss International Air Lines, Tunisair, Kenya Airways, Air China, Etihad Airways, Gulf Air, Sri Lankan

Airlines, Qatar Airways, Japan Airlines, Royal Jordanian, Thai Airways, Jet Airways, Air Canada, Virgin Atlantic, Aerolineas Argentinas, Finnair, Emirates, LAN Airlines, Air New Zealand, Air Europa, SAS, Air France, TAM, Korean Air, Croatia Airlines, Thomson Airways, EgyptAir, Malaysia Airlines, Adria Airways, Alitalia, EasyJet, TAROM, Air Madagascar, Air Botswana, TAP Portugal, Delta Airlines, Bulgaria Air, Lufthansa, Aeroflot, Norwegian, American Airlines, United Airlines, Vietnam Airlines, Singapore Airlines, Cathay Pacific, Uzbekistan Airways, Aegean Airlines, Pegasus Airlines, SATA International, Ukraine International Airlines, Eva Air, Bangkok Airways, Air Malta, Precisionair, Meridiana, Brussels Airlines, Alaska Airlines, Flybe, Aer Lingus, Austrian Airlines, Avianca, JAT Airways, Aeromexico, Air Baltic, Air Zimbabwe, Caribbean Airlines, China Eastern Airlines, China Southern Airlines, Cubana, El Al, Garuda Indonesia, Iran Air, LOT Polish Airlines, Middle East Airlines, Monarch, Oman Air, Lao Airlines, Vueling Airlines, Jet2

The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your e-tickets. Flight times are local times based on the 24-hr system. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

## **7. Complaints**

If you have a complaint about your arrangements whilst away, you must immediately notify our local representative or your Group Leader and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 35 days of your return home by emailing us at [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) or by writing to Customer Services, Exodus Travels Ltd., DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

## **8. Details of Insurance**

Adequate and valid travel insurance is mandatory for all clients while on one of our tours. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives on whom your trip may depend. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers; failure to do so may result in your being prevented from participating in certain activities without the right to any refund. You are responsible for ensuring that you are in possession of travel insurance for the entire duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer.

If you make your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. Exodus will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

### **9. Visa, Health, Passport, Travel Documentation**

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate, the Federal Government of the United States or the Government of Canada for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us, including, but not limited to, checking that your passport has the required period of validity left on it. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are traveling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients traveling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. If a parent is traveling alone with a child, an affidavit or letter from the other parent may be required. If you are unsure about the information provided regarding the documentation required, you should contact us to confirm the requirements prior to booking. You should also note that entry to another country may be refused even if the required information and travel documents are complete as travel documentation is subject to change. When traveling to the U.S. you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the U.S. must have either: i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the U.S. authorities. The U.S. authorities require passengers traveling to the U.S. under the Visa Waiver Programme to register on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for traveling visa-free on the Visa Waiver Programme guarantees admission to the U.S. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at [www.esta.cbp.dhs.gov](http://www.esta.cbp.dhs.gov) and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with

you. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy website <https://ca.usembassy.gov>. We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the U.S. if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$14 fee per person charge which is payable by credit or debit card when applying. As announced by the U.S. Customs and Border Protection, this fee will recover the costs incurred by the U.S. Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel promotion fee established by the Travel Promotion Act of 2009. This is subject to change.

When traveling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's ETA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travelers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is canceled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

The Cuban authorities require proof of valid medical insurance before allowing visitors to gain entry to the country. It is essential that you have a copy of a valid travel insurance policy, insurance certificate or other suitable evidence in your possession on arrival in Cuba. Please ensure that you keep the policy documents easily to hand upon arrival. U.S. residents visiting Cuba must ensure that any medical insurance policy that they purchase covers them for travel to Cuba.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner. You must advise us and you may need to be cleared for travel from your GP (who may charge you for such and, for the avoidance of doubt, we are not liable for any such charges or related costs). Some of our suppliers request you to complete a medical form which itself may require you to obtain a certificate or note from your GP at your own cost.

When assessing whether tours or expeditions will operate we use information from our local offices in conjunction with advice from the Government of Canada and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Check the Department of Foreign Affairs and International Trade Canada's website at <https://travel.gc.ca/for> advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

#### **10. Local Laws & Customs & Travel Aware**

Laws and customs of the country/ies you visit can be very different to those in Canada. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in Canada. You are strongly advised to check with the appropriate embassy, consulate or <https://travel.gc.ca/travelling/advisories> for further information regarding local laws and customs of the country/ies you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

#### **11. Privacy Policy**

Exodus Travels Limited's Privacy Policy sets out what information we collect, how we collect it and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

### **INFORMATION ABOUT YOU**

#### **Your Information**

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is

collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

### **Our use of your Information**

For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside Canada. In order for you to travel abroad, it may be **mandatory** (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

**1.** We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as “data processors” on our behalf, or to credit and fraud agencies (some of whom are located outside Canada). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

**2.** Information (such as health or religion) may be considered “sensitive personal data” under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our use of Your information above, we cannot engage/do business with you or accept your booking.

### **Marketing material**

**1.** Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more



personalized and relevant communications. We may use innovative technologies and work with business partners to achieve this.

**2.** We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

**3.** If you do not wish to receive such information or would like to change your preference, please refer to point (2) of “Your Rights” below.

### **Your rights**

**1.** On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a \$20 fee) and to correct any inaccuracies.

**2.** You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our “unsubscribe email”, opt-out of personalized emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

**3.** For a list of relevant brands, please send us your request. Please write to Exodus Travels Limited, Legal Department, Origin One | 108 High Street | Crawley | West Sussex | RH10 1BD | UK

### **Posting your images on our website.**

**1.** You have the option to upload your holiday images on to our website once you have opened a ‘My Exodus’ account. Who sees your photos is determined by the settings you select in your ‘My Exodus’ account. You may choose to send an email to your ‘Friends’ including a link to your photo album(s) saved in your ‘My Exodus’ account. To enable this link to be forwarded to your friends you will need to supply an email address for your friend(s). Exodus will not use the friend's email address supplied for marketing purposes. When you choose to share your online images with Friends, those individuals will be able to view your album. Please note, as with any email, your friends could forward the email invitation to others, who will then be able to click on the link to the album within the email, and see the pictures too.

**2.** You may choose to ‘Share your album with everyone’ and thereby publish your album on the Exodus Website by assigning it a 3-character trip code. Your album will then be displayed in the Images section for that trip and will potentially be visible to anyone that visits the Website.

**3.** Exodus employees or employees of partner companies that provide services to Exodus may see your photos even if they are not published on the Website as a result of carrying out maintenance on the Website or correcting problems with your account.

### **Foreign controls**

Outside of Canada, data protection controls may not be as strong as the legal requirements in this country.

### **Use of Tools/"Cookies" And Links To Other Websites**

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies. Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

### **Monitoring**

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

### **Security Statement**

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

### **Changes To This Policy**

Any changes to this Policy will be either posted on our website, brochure and/or made available on request

### **DATA NOTICES**

**Customer Data:** To provide your holiday and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman

Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands. Collectively members or associate members of 'Caricom'. The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention.

**US Secure Flight Data:** The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).

Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## **12. Leader Authority & Behaviour**

On an active group holiday, it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behavior is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from Canada, we will treat your booking as canceled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.

If you are refused carriage because of your behavior, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a

result of your behavior including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking. For the purpose of this section, reference to "you" or "your" includes any person in your party.

### **13. Your Accommodation**

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

### **14. Trip Notes**

If we issue detailed trip notes for your booking these trip notes and all the information contained therein will be deemed to be part of the contract. Trip notes available from our website or by post from Exodus Travels Ltd., DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH, contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the trip notes, the information in the trip notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

### **15. Special Requests**

We will consider special requests such as dietary requirements or specific rooming arrangements when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

### **16. Participation Requirements**

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure.

By booking an Exodus tour you acknowledge that this is an active holiday which may test your physical ability and may consist of strenuous and demanding activities. You are therefore responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book. By confirming your booking, you acknowledge that you have the appropriate levels of ability, fitness and good health to safely participate in the tour.

By confirming your booking, you accept that the Company's tour leaders have the authority to prevent you from participating in any part of a tour should they have concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will

reasonably endeavour to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 3 -17 years may accompany their parents on tours designated as family adventures and (b) older teenagers may be allowed to join group tours provided they are accompanied by a parent or guardian who accepts full responsibility for them. (c) minors aged between 10 and 17 may accompany their parents on certain tours designated as Polar holidays. If you are disabled or have difficulty moving around, you may be able to receive free assistance when you fly. Please contact us if you wish to find out more information.

## **17. Law & Jurisdiction**

If you booked your holiday in any jurisdiction other than in Canada (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Canada, this contract, and any claim or dispute arising from or related to this contract, will be governed by Canadian law and the courts of Ontario shall have exclusive jurisdiction over any claim arising out of it.

### **1. Severability**

In the event that clause 17 of this contract is struck down, invalidated or disapplied for any reason whatsoever by any court whatsoever, clause 17 shall be severed from the remainder of the clauses of this contract, which shall remain valid and enforceable.

### **2. US Forum**

This clause shall apply where a U.S. court has struck down, invalidated, disapplied or declined to enforce or have regard to clause 17 of this contract for any reason whatsoever, or in the event that a claim in respect of death or personal injury is issued or filed, or you threaten to issue or file, in a court within the United States of America and where:

- a.** you have stated your intention in correspondence to issue or file the claim in a U.S. court or have issued or filed court proceedings in a U.S. court; and/or
- b.** you have issued or filed proceedings in a U.S. court and that court has indicated it will accept jurisdiction, despite the provision of clause 17 of this contract, and for any reason; and
- c.** the claim is against Exodus Travels Limited or any of their owners, affiliates or subsidiaries, or any of the third party suppliers who are responsible for the provision of services in the U.S. The following will apply and sets out our liability to you.

I. THE ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY AS DETAILED AT EXHIBIT A THAT ALL MEMBERS OF YOUR PARTY HAVE SIGNED WILL APPLY IN FULL TO YOUR CONTRACT AND EXODUS TRAVELS LIMITED, ANY OF ITS OWNERS OR AFFILIATES AND ANY OF THE THIRD PARTIES INVOLVED IN THE PROVISION OF SERVICES, MAY RELY ON THE PROVISIONS AND EXCLUSIONS OF LIABILITY CONTAINED WITHIN THIS DOCUMENT IN ITS DEFENSE OF YOUR CLAIM.

II. THE TERMS OF EXHIBIT A ARE INCORPORATED INTO THIS CONTRACT. WE ARE TO BE REGARDED AS HAVING ALL BENEFIT OF ANY LIMITS AND EXCLUSIONS CONTAINED IN EXHIBIT A. YOU CAN FIND THE EXHIBIT A WORDING BELOW.

YOU CAN ASK FOR A COPY OF EXHIBIT A BY WRITING TO US AT: EXODUS TRAVELS LTD., DST HOUSE, ST MARKS HILL, SURBITON, SURRY, KT6 4BH. YOU MUST EITHER SIGN AND RETURN OR ELECTRONICALLY AGREE TO EXHIBIT BEFORE YOUR BOOKING WILL BE CONFIRMED BY US.

III. MANDATORY ARBITRATION: YOU AGREE THAT ANY DISPUTE CONCERNING, RELATING OR REFERRING TO A CLAIM FOR DAMAGES DUE TO INJURY OR DEATH WHICH OCCURS DURING OR IN CONNECTION THE HOLIDAY AND WHERE THAT CLAIM IS COMMENCED OR TRANSFERRED TO U.S. JURISDICTION SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ACCORDING TO THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN AN ARBITRATION CONDUCTED IN ATLANTA, GEORGIA, U.S.A. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE DELAWARE LAW. THE DISPUTE WILL BE RESOLVED BY A SINGLE ARBITRATOR WHO MUST BE A LAWYER ADMITTED TO PRACTICE IN THE COURTS OF AT LEAST ONE STATE IN THE U.S. AND HAVE A MINIMUM OF FIFTEEN YEARS OF EXPERIENCE IN CIVIL LITIGATION. THE ARBITRATOR SO DESCRIBED WILL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY TO THE DISPUTE SHALL HAVE THE RIGHT ON A SINGLE OCCASION TO VETO THE DESIGNATION OF AN ARBITRATOR SO SELECTED. THE PARTIES WAIVE THE RIGHT TO RELY ON ANY STATE LAW OR STATUTE WHICH CREATES AN EXCEPTION TO ENFORCEMENT OF THE REQUIREMENT THAT DISPUTES BE RESOLVED PURSUANT TO ARBITRATION IN THE MANNER SET FORTH HEREIN.

IV. IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING BROUGHT BY THE CUSTOMER IN U.S. JURISDICTION, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY IRREMOVABLY AND FOREVER RELINQUISH AND WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

V. WHERE THE CUSTOMER CHOOSES OR THREATENS TO BRING A CLAIM UNDER THIS CONTRACT (OR RELATED IN ANY WAY TO THE HOLIDAY), IN THE U.S. COURTS ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, OR RELATING TO, THIS CONTRACT (OR WITH RESPECT TO ANY LEGAL CLAIM WHATSOEVER RELATED TO THE HOLIDAY (INCLUDING ANY CLAIM BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY)) SHALL BE

BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

EXHIBIT "A"

ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY [Please read carefully!]

**I).** RESPONSIBILITY: I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER EXODUS NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES INCLUDING BUT NOT LIMITED TO THE TRAVELOPIA GROUP OF COMPANIES (COLLECTIVELY "GRAND AMERICAN ADVENTURES"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT EXODUS TRAVELS NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD EXODUS TRAVELS RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, EXODUS IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF EXODUS TRAVELS, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

**II).** ACKNOWLEDGEMENT OF RISK : I understand and acknowledge that my travel in connection with and participation in the travel or vacation package ("Vacation Package" or "Trip") arranged at my request by Exodus Travels may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognise the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Exodus Travels or the negligence

or participation of other passengers, contractors and/or subcontractors to Exodus Travels. I also recognise and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

**III). EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risk of the travel and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behaviour and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of Exodus Travels.

**IV). RELEASE OF LIABILITY :** In consideration of the services and arrangements provided by Exodus Travels, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Exodus Travels, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACT OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF EXODUS TRAVELS.

**V). EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES :** Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Exodus Travels, its owners, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

**VI. MEDICAL AUTHORISATION:** I hereby authorise any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

**VII. MEDICAL EXPENSES:** I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

**VIII. SEVERABILITY:** I agree that if any term set forth in this Exhibit "A" is found to be unenforceable, all other terms set forth in this Exhibit "A" are severable from the terms that are invalidated.



**IX. CONFLICT:** In the event of any inconsistency or conflict between the terms of this Exhibit "A" and any terms or conditions otherwise applicable to the Trip, the terms of this Exhibit "A" shall prevail.

**X. MANDATORY ARBITRATION:** I hereby acknowledge that I have read and understood the Mandatory Arbitration provisions set forth in clause 18 of the Booking Conditions for my Trip and agree to be bound by such provision in the event that a claim in respect of death or personal injury is issued or filed by me or I threaten to issue or file such a claim in a court within the United States of America as set forth therein.