

BYTOWN TRAVEL TERMS AND CONDITIONS

Ottawa Senators-Operation Sweden 2017-Tour

The purchase of these travel services constitutes a contractual agreement. In making any reservation through BYTOWN you accept and agree to be bound by these conditions. Therefore, please make sure you have read and clearly understand these terms and conditions before making your reservation

PAYMENT—The following payment terms are in effect for the “*Ottawa Senators-Operation Sweden 2017-Tour*”:

- o \$500.00 per person non-refundable deposit due on booking.
- o Balance is due September 7th/2017.
- o If paying by cheque, your booking is not confirmed until the cheque is received at Bytown Travel. All cheques payable to “Bytown Travel”.

CANCELLATION—The following charges will apply in the event of any cancellation for the “*Ottawa Senators-Operation Sweden 2017-Tour*”:

- o Cancellations made on or before Friday, August 4th/2017: \$500.00 per person (deposit).
- o Cancellations made between Saturday, August 5th/2017 and on or before Friday, September 8th/2017: \$2000.00 per person.
- o Cancellations made after Friday, September 8th/2017: 100% of package price.

LOGISTICS

BYTOWN will be responsible for issuing e-tickets for flights, will provide an on-site coordinator in Sweden to liaise with the group and will handle all arrangements pertaining to booking flights with Air Canada, the hotel, land transfers, planned meals and VIP reception.

NAME REQUIREMENTS AND NAME CHANGES (SUBSTITUTIONS):

- o Travelers’ names are required no later than Friday, September 8th/2017.
- o We require names “as written in passport” in order to process tickets.
- o Name changes are permitted free of charge prior to Friday, September 8th/2017.
- o After Friday, September 8th/2017, name changes may only be permitted with payment of applicable airline change fees and the difference in the rate applicable on the date of the change.

FLIGHT DEVIATIONS—There are absolutely no deviations allowed on the “*Ottawa Senators-Operation Sweden 2017-Tour*”.

SUPPLEMENTAL CHARGES—Individuals are responsible for ALL charges not included in your BYTOWN travel package. These include, but are not limited to, hotel incidentals for mini-bar, movies, telephone, meals, gas for rental vehicles or any other charge not outlined in your tour package.

ROOM ALLOCATION--Hoteliers are solely responsible for room allocation, in accordance with the category reserved by consumers. Should customers choose to alter their room category upon arrival at destination (upon availability), they must make their own arrangements with the hotelier and assume all additional fees levied by them. Special requests concerning room amenities and location can be transmitted to the hotelier. These requests do not constitute on any account a confirmation.

CONNECTING FLIGHTS--Whenever customers book connecting flights, they must allow sufficient time to make the connection. No control can be exercised over airline carriers to guarantee flight schedules, which may be altered or affected by various circumstances. All connecting flight reservations are made at the risk of the customer, who hereby agrees to assume the cost of any loss in the event of a change to the original flight schedule. BYTOWN cannot be held liable for damages or additional fees incurred by customers owing to a missed flight connection, whatever the reason.

Liability: The provisions of the Warsaw Convention, as well as the notice appearing on the passenger ticket and baggage check, govern the loss of and damage to baggage and establish the limits of carrier liability. At all other times, baggage is transported at the risk of consumers.

Airport check-in: It is mandatory that customers arrive at the airport check-in counter at least three (3) hours prior to departure, failing which their reservation may be cancelled and their seats may be assigned to other customers, with no right of recourse.

CHANGES TO TRAVEL SERVICES--If confirmed goods or services are no longer available prior to the departure date or subsequent to arrival at destination, BYTOWN reserves the right to substitute them for comparable goods or services, or to cancel them in the case of default. If the substituted goods or services are of lesser value, the liability of BYTOWN shall be limited to the sole difference in cost. If the substituted goods or services are of greater value, the customer will be responsible for the difference between the original prices and the substituted goods or services. The customer will be entitled to refuse such substitutions, in such a case, and in the event of a cancellation, liability of BYTOWN shall be limited to the reimbursement of the price of goods or services paid by the customer.

SPORTS AND ACTIVITIES—BYTOWN cannot be held responsible for any accident or mishap occurring at the destination during the practice of any sport and/or activity in which the customers participate of their own free will and initiative. Please see “Travel Insurance”.

RESPONSIBILITY—BYTOWN takes great pride in its selection of vendors. However, BYTOWN and its’ employees function as an intermediary and/or agent for independent contractors who provide air and ground transportation, hotel accommodation, leisure activities and

other services offered as part of the BYTOWN travel packages. BYTOWN shall also have the right to use agents to assist and provide the services ordered by the Customer.

Neither BYTOWN nor the Ottawa Senators Hockey Club nor any of BYTOWN's intermediaries, are agents for transportation carriers, hotels or providers of the services offered as part of the BYTOWN travel packages and at all times. Consequently, neither BYTOWN nor the Ottawa Senators Hockey Club shall be held responsible or liable for any losses or breaches of contract or any omissions or careless actions by the suppliers that may result in any damage, loss, injury, delay or irregularity.

By acceptance hereof, individual or group members acknowledge that BYTOWN, the Ottawa Senators Hockey Club and their respective employees shall not be liable for injury, damage, loss, accident, delay, irregularity or expense incurred by participants due to act or default of any independent contractor(s) or supplier(s). Customer voluntarily assumes all risks and is advised to obtain insurance if so needed.

The Customer agrees to indemnify BYTOWN, the Ottawa Senators Hockey Club, their respective officers, employees and servants from liability for any injury, loss or damage arising in the course of transportation or any other ancillary services provided by BYTOWN pursuant to the sale made by BYTOWN hereunder or arising from the failure of BYTOWN to provide transportation or services.

Further, neither BYTOWN nor the Ottawa Senators Hockey Club accepts any responsibility for any sickness, pilferage, labor disputes, machinery breakdowns, government restraints, weather conditions or any misadventure or casualty of any other cause beyond its' control.

VALIDITY OF TICKETS--Tickets are made out in the name of the customer and are not transferable. Tickets are valid only on the dates and flights indicated. Unused portions of tickets may not be used for travel on other flights and are not subject to refund at any time.

TRAVEL INSURANCE—BYTOWN offers a full suite of Travel Insurance products to all clients as a measure of added consumer protection. If customers decide to decline coverage from BYTOWN, they will be required to sign our insurance waiver. They should also purchase travel insurance elsewhere and/or confirm any other personal coverage they might have before departure. For information and details about the travel insurance plan best suited to their needs, consumers are advised to consult with their BYTOWN travel coordinator.

TRAVEL DOCUMENTS—All travelers are responsible to bring a valid passport and any other required identification. It is the full responsibility and expense of customers to obtain all documents required by all relevant government authorities. One (1) parent traveling with a child must obtain an affidavit signed by the other parent authorizing the child to travel. Customers must check with BYTOWN to find out which documents are required, and then make certain that they have the documents in hand prior to departure. No refund or replacement will be given for lost or stolen travel documents, denied access to the country of origin or denied access by a carrier or any other relevant authority.

COMMENTS AND COMPLAINTS--At destination, customers must contact the BYTOWN representative or the hotel director immediately to get his/her assistance and to remedy any problem without delay, whenever such a problem can be reasonably remedied. In the event that a problem cannot be solved or dealt with immediately, customers are requested to forward the specifics of the incident in writing to BYTOWN within thirty (30) days or failing which no action will be taken.

JURISDICTION—This agreement is governed by the laws of the Province of Ontario and the laws of Canada, as applicable. You irrevocably submit to the exclusive jurisdiction of the Courts and legal system of that province and country.

All transportation sold under this agreement by the Agent or by its officers, employees, or servants shall be sold subject to the conditions of carriage of the carriers concerned applicable to the transportation.