

GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0001

(DESCRIPTION NOT AVAILABL - 70

K DEFINITIONS

AFFECTED FLIGHT MEANS THE FLIGHT INVOLVED IN A SCHEDULE
IRREGULARITY.

AIR CREW MEANS THE FLIGHT CREW AND ONE (1) OR MORE PERSONS
WHO, UNDER THE AUTHORITY OF THE CARRIER, PERFORM IN-FLIGHT
DUTIES IN THE PASSENGER CABIN OF AN AIRCRAFT OF THE

CARRIER;

AIR SERVICE INCLUDES A LIVE FLIGHT;

AIR TRANSPORTATION REGULATIONS MEANS THE REGULATIONS
RESPECTING AIR TRANSPORTATION, SOR/88-58 AS AMENDED FROM
TIME TO TIME, AND ANY SUBSTITUTE REGULATIONS PRESCRIBED IN
RELATION TO THE SUBJECT-MATTER THEREIN;

FLIGHTS)

ALTERNATE TRANSPORTATION MEANS ANOTHER FLIGHT (OR FLIGHTS)
ON THE SERVICES OF THE SAME CARRIER OR A FLIGHT (OR

ON THE SERVICES OF ANOTHER CARRIER.

AMBULATORY MEANS A PERSON WHO IS ABLE TO MOVE ABOUT WITHIN
AN AIRCRAFT UNASSISTED;

AND/OR

ANCILLARY REFERS TO OPTIONAL EXTRA PRODUCTS, SERVICES

PRIVILEGES DISTINCT FROM THE FARE, PURCHASED EITHER IN
RESPECT TO TRANSPORTATION SERVICES OR PRODUCTS, SERVICES OR
PRIVILEGES ANCILLARY TO TRANSPORTATION SERVICES, BY A
PASSENGER AT THE TIME OF INITIAL FARE BOOKING OR AT A
SUBSEQUENT MOMENT UP TO AND INCLUDING THE JOURNEY. ALSO

SEE

"FEES, CHARGES AND SURCHARGES" DEFINED BELOW;

APPLICABLE ADULT FARE MEANS THE FARE WHICH WOULD BE
APPLICABLE TO AN ADULT FOR THE TRANSPORTATION TO BE USED
EXCEPT THOSE SPECIAL FARES WHICH WOULD BE APPLICABLE DUE

THE

ADULT'S STATUS;

CLASS

APPLICABLE FULL FARE MEANS THE FULL ADULT FARE FOR THE

OF SERVICE DESIGNATED IN THE CARRIER'S OFFICIAL GENERAL
SCHEDULE FOR THE AIRCRAFT, OR COMPARTMENT OF THE AIRCRAFT
USED BY THE PASSENGER;

ASSISTANT/ATTENDANT IS A PERSON WHO TRAVELS WITH A PERSON
WITH A DISABILITY, IS 18 YEARS OF AGE OR OVER, AND IS FULLY
CAPABLE OF PROVIDING A SERVICE RELATED TO THE DISABILITY
THAT IS NOT USUALLY PROVIDED BY THE CARRIER'S STAFF;

BAGGAGE MEANS ANY GOOD THAT IS NECESSARY OR APPROPRIATE FOR
THE WEAR, USE, COMFORT, OR CONVENIENCE OF THE PASSENGER FOR
THE PURPOSE OF THE TRIP. UNLESS OTHERWISE SPECIFIED, IT
SHALL INCLUDE BOTH CHECKED AND UNCHECKED BAGGAGE OF THE
PASSENGER.

BAGGAGE IDENTIFICATION TAG MEANS A DOCUMENT ISSUED BY THE

CARRIER SOLELY FOR IDENTIFICATION OF CHECKED BAGGAGE, PART OF WHICH IS GIVEN TO THE PASSENGER AS A RECEIPT FOR THE PASSENGER'S CHECKED BAGGAGE AND THE REMAINING PART IS ATTACHED BY THE CARRIER ONTO A PARTICULAR PIECE OF THE PASSENGER'S CHECKED BAGGAGE.

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BANKERS' BUYING RATE OF EXCHANGE OR BANKERS' SELLING RATE

OF

EXCHANGE MEANS:

- IN CANADA, THE UNIT RATE PUBLISHED IN THE TORONTO GLOBE AND MAIL FRIDAY EDITION EACH WEEK, AS THE FOREIGN EXCHANGE MID MARKET RATE IN CANADIAN FUNDS. WHEN A NATIONAL HOLIDAY FALLS ON FRIDAY, THE RATES QUOTED ON THE PREVIOUS BUSINESS DAY WILL BE USED. THESE RATES WILL BE APPLICABLE FROM MONDAY OF THE FOLLOWING WEEK UP TO AND INCLUDING THE FOLLOWING SUNDAY.

- IN THE UNITED STATES, THE RATE PUBLISHED EACH TUESDAY IN THE WALL STREET JOURNAL UNDER THE HEADING FOREIGN EXCHANGE. THIS RATE WILL BE APPLICABLE FROM WEDNESDAY OF EACH WEEK UP TO AND INCLUDING THE TUESDAY OF THE FOLLOWING WEEK. WHEN A NATIONAL HOLIDAY FALLS ON A MONDAY, FOREIGN EXCHANGE RATES DO NOT APPEAR IN THE TUESDAY EDITION OF THE WALL STREET JOURNAL. IN SUCH EXCEPTIONAL CASES, THE PREVIOUS WEEK'S RATES ARE USED THROUGH WEDNESDAY INSTEAD OF TUESDAY, AND

THE

WEDNESDAY EDITION OF THE WALL STREET JOURNAL WILL BE USED FOR THE PERIOD THURSDAY THROUGH TUESDAY OF THE FOLLOWING WEEK.

- IN OTHER COUNTRIES, THE RATE AT WHICH A BANK WILL

PURCHASE

A GIVEN AMOUNT OF FOREIGN CURRENCY IN EXCHANGE FOR ONE UNIT OR UNITS OF THE NATIONAL CURRENCY OF THE COUNTRY IN WHICH THE EXCHANGE TRANSACTION TAKES PLACE FOR THE PURPOSE OF THE TRANSFER OF FUNDS THROUGH BANKING CHANNELS I.E., OTHER THAN TRANSACTIONS IN BANK NOTES, PASSENGER CHECKS, AND SIMILAR BANKING INSTRUMENTS.

BOARDING AREA/GATE MEANS THE VICINITY OR POINT WHERE THE CARRIER EXAMINES THE PASSENGER'S BOARDING PASS PRIOR TO THE PASSENGER BEING PERMITTED ON THE AIRCRAFT.

BOARDING PASS INCLUDES EITHER A PAPER DOCUMENT OR AN ELECTRONIC DOCUMENT ISSUED BY THE CARRIER TO THE PASSENGER AND SERVICES AS A RECORD THAT THE PASSENGER HAS CHECKED IN FOR THEIR FLIGHT AND, WHEN IT SHOWS A SEAT ASSIGNMENT, IT PERMITS A PASSENGER TO BOARD A PARTICULAR FLIGHT.

BOARDING TIME DEADLINE IS THE TIME LIMIT SPECIFIED BY THE CARRIER BY WHICH THE PASSENGER MUST BE PRESENT AT THE DESIGNATED BOARDING AREA OF THEIR FLIGHTS.

CANADA MEANS THE TEN PROVINCES OF CANADA, THE YUKON

TERRITORY, THE DISTRICTS AND ISLANDS COMPRISING THE
NORTHWEST TERRITORIES OF CANADA AND NUNAVUT.
CARRIER MEANS SWOP INC. A BODY LICENSED TO PROVIDE
SCHEDULED DOMESTIC AIR SERVICES, SCHEDULED INTERNATIONAL

AIR

SERVICES AND NON-SCHEDULED INTERNATIONAL AIR SERVICES BY

THE

CANADIAN TRANSPORTATION AGENCY;
CHECKED BAGGAGE MEANS BAGGAGE OF WHICH THE CARRIER TAKES
SOLE CUSTODY AND FOR WHICH THE CARRIER ISSUES A BAGGAGE
IDENTIFICATION TAG.

CARRIER

CHECK-IN DEADLINE IS THE TIME LIMIT SPECIFIED BY THE

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BY WHICH THE PASSENGER MUST HAVE COMPLETED CHECK-IN
FORMALITIES AND RECEIVED A BOARDING PASS.
COMPARABLE AIR TRANSPORTATION IS SIMILAR TRANSPORTATION
PROVIDED BY THE CARRIER AT NO EXTRA COST TO THE PASSENGER

IN

LIEU OF THE PASSENGER'S ORIGINAL FLIGHT RESERVATIONS.
CONVENTION MEANS THE CONVENTION FOR THE UNIFICATION OF
CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR,
SIGNED AT WARSAW, 12 OCTOBER 1929, OR THAT CONVENTION AS
AMENDED BY THE HAGUE PROTOCOL, 1955, OR THE MONTREAL
CONVENTION SIGNED IN MONTREAL ON 28 MAY, 1999 WHICH MAY BE
APPLICABLE TO CARRIAGE HEREUNDER.
CONJUNCTION TICKET MEANS A TICKET ISSUED TO A PASSENGER
CONCURRENTLY WITH ANOTHER TICKET(S) WHICH TOGETHER
CONSTITUTE A SINGLE CONTRACT OF CARRIAGE.
CONTROLLABLE SCHEDULE IRREGULARITY MEANS A FLIGHT DELAY,
CANCELLATION OR DIVERSION THAT IS CONSIDERED TO BE WITHIN
THE CARRIER'S CONTROL. SOME EXAMPLES INCLUDE MECHANICAL
ISSUES, THE CARRIER'S IT SYSTEM FAILURES AND DELAYS OR
CANCELLATIONS DUE TO OPERATIONAL REQUIREMENTS.
CREDIT MEANS AN ELECTRONIC VALUE THAT CAN BE APPLIED TO THE
PURCHASE OF FUTURE TRAVEL AND OPTIONAL PRODUCTS AND
SERVICES, EXCLUDING THIRD-PARTY OFFERINGS AND ONBOARD
PURCHASE;
DESTINATION MEANS THE ULTIMATE STOPPING PLACE ACCORDING TO
THE CONTRACT OF CARRIAGE AS SHOWN ON THE TICKET.
DOMESTIC TRANSPORTATION MEANS AIR TRANSPORTATION BETWEEN
POINTS IN CANADA, FROM AND TO THE SAME POINT IN CANADA OR
BETWEEN CANADA AND A POINT OUTSIDE OF CANADA THAT IS NOT IN
THE TERRITORY OF ANOTHER COUNTRY.
EMOTIONAL SUPPORT ANIMAL IS A DOG WHICH IS USED TO PROVIDE
SUPPORT FOR AN EMOTIONAL DISABILITY AND IS REQUIRED AS AN
ACCOMMODATION FOR AIR TRAVEL OR FOR ACTIVITIES AT THE
PASSENGER'S DESTINATION.

FARE MEANS THE AMOUNT CHARGED BY THE CARRIER FOR THE CARRIAGE OF A PASSENGER IN RESPECT OF A PARTICULAR CLASS OF DOMESTIC/INTERNATIONAL & TRANSBORDER SERVICE OFFERED BUT DOES NOT INCLUDE ANY APPLICABLE FEES, CHARGES OR

SURCHARGES.

FEE, CHARGE OR SURCHARGE MEANS AN AMOUNT OF MONEY COLLECTED BY THE CARRIER FROM THE PASSENGER, DISTINCT FROM THE FARE, AND EITHER IN RESPECT OF TRANSPORTATION SERVICES OR

SERVICES

ANCILLARY TO TRANSPORTATION SERVICES.

FERRY FLIGHT MEANS THE MOVEMENT OF AN AIRCRAFT WITHOUT PASSENGERS OR GOODS TO POSITION THE AIRCRAFT TO PERFORM A FLIGHT OR UPON COMPLETION OF A FLIGHT TO POSITION THE AIRCRAFT TO A POINT REQUIRED BY THE CARRIER.

FLIGHT COUPON MEANS THAT PORTION OF THE TICKET WHICH IS EITHER HELD ELECTRONICALLY IN THE CARRIER'S DATABASE OR ON PAPER WHEN A PAPER TICKET IS ISSUED TO A PASSENGER. IT INDICATES THE PARTICULAR POINTS BETWEEN WHICH THE PASSENGER

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IS ENTITLED TO TRANSPORTATION.

FORCE MAJEURE MEANS ANY UNFORESEEABLE CIRCUMSTANCES BEYOND THE CARRIER'S CONTROL, THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED INCLUDING, BUT WITHOUT LIMITATION, METEOROLOGICAL AND GEOLOGICAL CONDITIONS, ACTS OF GOD, STRIKES, RIOTS, CIVIL COMMOTIONS, EMBARGOES, WARS, HOSTILITIES, DISTURBANCES, UNSETTLED INTERNATIONAL CONDITIONS, SHORTAGE OF FUEL OR FACILITIES, OR LABOUR DISPUTES, EITHER ACTUAL, THREATENED

OR

REPORTED.

GOODS MEANS ANYTHING THAT CAN BE TRANSPORTED BY AIR, INCLUDING ANIMALS.

IMMEDIATE FAMILY MEANS SPOUSE, PARENTS AND GRANDPARENTS, CHILDREN AND GRANDCHILDREN, BROTHERS AND SISTERS, MOTHER IN LAW AND FATHER IN LAW, BROTHERS IN LAW AND SISTERS IN LAW, DAUGHTERS IN LAW AND SONS IN LAW. ADOPTED AND STEP MEMBERS ARE ALSO INCLUDED IN IMMEDIATE FAMILY.

INFANT MEAN CHILDREN UNDER THE AGE OF TWO(2) YEARS AT THE COMMENCEMENT OF TRAVEL.

INTERNATIONAL TRANSPORTATION MEANS AIR TRANSPORTATION BETWEEN CANADA AND A POINT IN THE TERRITORY OF ANOTHER COUNTRY.

INVOLUNTARY REFUNDS MEANS A REFUND OF AN UNUSED TICKET OR PORTION THEREOF REQUIRED AS A RESULT OF THE CARRIER CANCELLING A FLIGHT, FAILING TO OPERATE A FLIGHT ACCORDING TO SCHEDULE, FAILING TO STOP AT A POINT TO WHICH THE PASSENGER IS DESTINED, OR CAUSING THE PASSENGER TO MISS A CONNECTING FLIGHT, BEING UNABLE TO PROVIDE PREVIOUSLY

CONFIRMED SPACE, SUBSTITUTING A DIFFERENT TYPE OF EQUIPMENT OR WHERE, BECAUSE OF SAFETY OR LEGAL REQUIREMENTS OR THE CONDITION OF CONDUCT OF THE PASSENGER, CARRIAGE IS REFUSED. ITINERARY/RECEIPT MEANS A TRAVEL DOCUMENT OR DOCUMENTS THE CARRIER OR ITS AGENT ISSUES TO THE PASSENGER TRAVELLING ON

A

TICKET. THE ITINERARY/RECEIPT CONTAINS THE PASSENGER'S NAME, FLIGHT INFORMATION AND NOTICES RELEVANT FOR THE JOURNEY. THIS DOCUMENT IS TO BE RETAINED BY THE PASSENGER DURING THE ENTIRE JOURNEY.

LIVE FLIGHT MEANS THE MOVEMENT OF AN AIRCRAFT WITH PASSENGERS OR GOODS FROM THE POINT OF TAKE-OFF AT THE

ORIGIN

TO A POINT OR POINTS OF LANDING THEREAFTER, INCLUSIVE OF

THE

POINT OF LANDING AT THE DESTINATION (IMMEDIATE TECHNICAL OR FUEL LANDINGS EXCEPTED);

MINOR MEANS A PERSON WHO HAS NOT REACHED HIS/HER 12TH BIRTHDAY ON THE DATE THAT TRAVEL COMMENCES.

MONTREAL CONVENTION MEANS THE CONVENTION FOR THE

UNIFICATION

OF CERTAIN RULES FOR INTERNATIONAL CARRIAGE BY AIR, SIGNED AT MONTREAL, MAY 28, 1999.

NON-AMBULATORY MEANS A PERSON WHO IS NOT ABLE TO MOVE ABOUT WITHIN AN AIRCRAFT UNASSISTED.

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NON-SELF-RELIANT MEANS A PERSON WHO IS NOT SELF-RELIANT AS DEFINED BELOW;

NO SHOW MEANS THAT A PASSENGER THAT HAS FAILED TO MEET CARRIER'S CUT-OFF REQUIREMENTS FOR CHECK-IN AND/OR BOARDING AS DESCRIBED HEREIN. NO SHOW SEGMENTS ARE NON-CREDITABLE AND NON-REFUNDABLE;

ORIGIN MEANS THE INITIAL STARTING PLACE OF THE JOURNEY AS SHOWN ON THE TICKET.

OVERBOOKING/OVERSOLD IS THE RESULT OF SELLING MORE SEATS THAN THE AVAILABLE NUMBER OF SEATS ON A FLIGHT.

PASSENGER MEANS ANY PERSON, EXCEPT MEMBERS OF THE CREW, CARRIED OR TO BE CARRIED IN AN AIRCRAFT WITH THE CONSENT OF THE CARRIER PURSUANT TO A VALID CONTRACT OF CARRIAGE.

PASSENGER LIABILITY MEANS THE LEGAL LIABILITY OF THE

CARRIER

TO ANY PASSENGER OR OTHER PERSON IN RESPECT OF A PASSENGER, ARISING FROM THE CARRIER'S OPERATION, OWNERSHIP OR POSSESSION OF AN AIRCRAFT, FOR:

- 1) INJURY TO OR DEATH OF PERSONS WHO ARE PASSENGERS;
- 2) LOSSES SUFFERED OR SUSTAINED BY A PASSENGER OR OTHER PERSON AS A RESULT OF THE CARRIER'S INABILITY TO PERFORM, IN WHOLE OR IN PART, THE AIR SERVICE

- CONTRACTED FOR;
- 3) DAMAGE TO OR LOSS OF GOODS IN THE CARRIER'S CHARGE; OR
 - 4) LOSSES DUE TO ANY DELAY IN DELIVERY OF ANY GOODS IN

THE

CARRIER'S CHARGE;

PERSON MEANS AN INDIVIDUAL, FIRM, CORPORATION, ASSOCIATION, PARTNERSHIP, OR OTHER LEGAL ENTITY, AS THE CONTEXT REQUIRES OR OTHERWISE PERMITS;

PERSON WITH A DISABILITY INCLUDES ANY PERSON WHO, BY VIRTUE OF A LOCOMOTOR, SENSORY, INTELLECTUAL, DEVELOPMENTAL, OR OTHER IMPAIRMENT, OR A MENTAL HEALTH CONDITION, REQUIRES SERVICES OR ASSISTANCE BEYOND THOSE NORMALLY OFFERED BY THE CARRIER TO MEET THEIR DISABILITY-RELATED NEEDS.

PERSONAL INFORMATION MEANS INFORMATION ABOUT AN

IDENTIFIABLE

INDIVIDUAL, BUT DOES NOT INCLUDE THE NAME, TITLE OR

BUSINESS

ADDRESS OR TELEPHONE NUMBER OF AN EMPLOYEE OF AN ORGANIZATION.

RESERVATION IS A RECORD, EITHER IN PAPER FORM OR IN ELECTRONIC FORM, OF THE ACCOMMODATION HELD BY A PASSENGER

ON

A GIVEN FLIGHT. THE RESERVATION WOULD SPECIFY THE DATE AND TIMES OF TRAVEL, FLIGHT NUMBER AND THE CLASS OF SERVICE TO BE PROVIDED THE PASSENGER.

REROUTE MEANS TO ISSUE A NEW TICKET COVERING TRANSPORTATION TO THE SAME DESTINATION AS, BUT VIA A DIFFERENT ROUTING

THAN

THAT DESIGNATED ON THE TICKET, OR PORTION THEREOF, THEN

HELD

BY THE PASSENGER, OR TO HONOUR THE TICKET, OR PORTION THEREOF, HELD BY THE PASSENGER FOR TRANSPORTATION TO THE SAME DESTINATION AS, BUT VIA A DIFFERENT ROUTING THAN, THAT DESIGNATED THEREON.

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ROUTING ESTABLISHES THE POSSIBLE POINTS VIA WHICH TRAVEL

MAY

TAKE PLACE FOR A SPECIFIC FARE.

SCHEDULE IRREGULARITIES MEANS THE FOLLOWING:

- 1) DELAYS IN THE SCHEDULED DEPARTURE OR ARRIVAL OF THE CARRIER'S FLIGHTS;
- 2) CANCELLATION OF FLIGHT, OR OMISSION OF A SCHEDULED STOP, OR;
- 3) SUBSTITUTION OF AIRCRAFT OR OF A DIFFERENT CLASS OF SERVICE; OR
- 4) SCHEDULE CHANGES WHICH REQUIRE REROUTING OF A

PASSENGER

AT DEPARTURE TIME OF HIS OR HER ORIGINAL FLIGHT.

THE SELF-RELIANT MEANS THAT A PERSON DOES NOT REQUIRE SERVICES
RELATED TO A DISABILITY BEYOND THAT NORMALLY PROVIDED BY
THE CARRIER, OR BEYOND THAT WHICH APPLICABLE RULES OR
REGULATIONS REQUIRE THE CARRIER TO PROVIDE.
WITH SERVICE ANIMAL MEANS A DOG THAT IS REQUIRED BY A PERSON
A DISABILITY FOR ASSISTANCE AND IS CERTIFIED IN WRITING, AS
HAVING BEEN TRAINED BY A PROFESSIONAL SERVICE ANIMAL
INSTITUTION TO ASSIST A PERSON WITH A DISABILITY AND WHICH
IS PROPERLY HARNESSSED IN ACCORDANCE WITH STANDARDS
ESTABLISHED BY A PROFESSIONAL SERVICE ANIMAL INSTITUTION.
SINGLE TICKET MEANS A DOCUMENT THAT PERMITS TRAVEL FROM
ORIGIN TO DESTINATION;
SPECIAL DRAWING RIGHTS (SDR) IS A UNIT OF ACCOUNT OF THE
INTERNATIONAL MONETARY FUND.
STANDARD FARE CONSISTS OF A RANDOMLY ASSIGNED SEAT AND A
PERSON ITEM.
AND TARIFF MEANS A SHEDULE OF FARES, RATES, CHARGES OR TERMS
CONDITIONS OF CARRIAGE APPLICABLE TO THE PROVISION OF AN
AIR SERVICE AND OTHER INCIDENTAL SERVICES.
THE TAX MEANS AN AMOUNT OF MONEY COLLECT BY THE CARRIER FROM
THE PASSENGER PURSUANT TO AN OBLIGATION IMPOSED BY GOVERNMENTAL
AUTHORITY.
BY TICKET MEANS EITHER A PAPER OR ELECTRONIC DOCUMENT ISSUED
OR ON BEHALF OF THE CARRIER WHICH INCLUDES THE PASSENGER'S
OF FLIGHT COUPONS. THE TICKET SERVES AS EVIDENCE OF PAYMENT
AIR FARE AND CONSTITUTES FOR THE PASSENGER PROOF OF THEIR
A CONTRACT OF CARRIAGE. IT ALSO HAS DETAIL INFORMATION TO
ENSURE PROPER PROCESSING AND HANDLING. IN INSTANCES WHERE
TICKET EXISTS AS AN ELECTONIC DOCUMENT, THE CARRIER ISSUES
TO THE PASSENGER, PROOF OF PURCHASE, AN ITINARY/RECEIPT.
TRAFFIC MEANS ANY PERSONS OR GOODS THAT ARE TRANSPORTED BY
AIR.
TRANSFER POINT MEANS ANY POINT AT WHICH THE PASSENGER
TRANSFERS BETWEEN AIRCRAFT.
TRAVELLER SWOOP MAY REFER TO TRAVELLER IN PLACE OF
PASSENGER, SEE PASSENGER DEFINITION ABOVE.
UNCHECKED BAGGAGE MEANS ANY BAGGAGE (CARRY-ON) ACCOMPANYING
THE PASSENGER OTHER THAN CHECKED BAGGAGE.

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UNCONTROLLABLE SCHEDULE IRREGULARITY MEANS A FLIGHT DELAY,

CANCELLATION OR DIVERSION THAT IS CONSIDERED TO BE NOT WITHIN THE CARRIER'S CONTROL INCLUDING BUT NOT LIMITED TO SITUATIONS OF FORCE MAJEURE;
UNITED STATES OF AMERICA OR THE UNITED STATES OR THE U.S.A. MEANS THE AREA COMPRISING THE 48 CONTIGUOUS FEDERATED STATES, THE FEDERAL DISTRICT OF COLUMBIA, ALASKA, HAWAII, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AMERICAN SAMOA, GUAM, MIDWAY AND WAKE ISLANDS.
VOLUNTARY REFUNDS MEANS A REFUND OF AN UNUSED OR PARTIALLY USED TICKET FOR REASONS OTHER THAN THOSE MENTIONED UNDER

THE

DEFINITION OF AN INVOLUNTARY REFUND.
VOUCHER MEANS A MONETARY CREDIT PROVIDED EITHER IN PAPER OR ELECTRONIC FORMAT TO A PASSENGER THAT MAY BE USED TOWARD FUTURE TRAVEL SERVICES OR THE PROVISION OF INCIDENTAL SERVICES SUCH AS MEALS, GROUND TRANSPORTATION, AND HOTEL ACCOMMODATION.
WARSAW CONVENTION MEANS THE CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR, SIGNED AT WARSAW, NOVEMBER 12, 1929, AS AMENDED, BUT NOT INCLUDING THE MONTREAL CONVENTION AS DEFINED ABOVE.

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K APPLICATION OF TARIFF
(A) GENERAL

- (1) THIS TARIFF IS APPLICABLE TO THE TRANSPORTATION OF PASSENGERS AND THEIR ACCOMPANYING BAGGAGE USING AIRCRAFT OPERATED BY SWOOP.
- (2) AIR TRANSPORTATION WILL BE SUBJECT TO THE RULES, RATES, FARES AND CHARGES PUBLISHED OR REFERRED TO

IN

THIS TARIFF IN EFFECT ON THE DATE WHICH THE TICKET IS ISSUED FOR TRANSPORTION FROM ALL POINTS OF ORIGIN.

- (3) UNLESS THE FARE RULE GOVERNING A SPECIFIC FARE

BASIS

CODE APPLICABLE TO THE TRANSPORTATION PURCHASED BY THE PASSENGER STATES OTHERWISE, THE GENERAL RULES CONTAINED IN THIS TARIFF WILL APPLY.

- (4) THE CONTENT OF THIS TARIFF CONSTITUTES THE CONTRACT BETWEEN THE CARRIER AND THE PASSENGER. SHOULD

THERE

BE A CONFLICT BETWEEN THIS TARIFF AND ANY OTHER DOCUMENT ISSUED OR POSTED BY THE CARRIER, THIS TARIFF WILL PREVAIL.

- (5) NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE CARRIER

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HAS THE AUTHORITY TO ALTER, MODIFY OR WAIVE ANY PROVISIONS OF THIS TARIFF.

(6) THE CARRIER'S RULES, REGULATIONS AND CONDITIONS OF CARRIAGE AS FOUND IN THIS TARIFF ARE SUBJECT TO CHANGE WITHOUT NOTICE ONLY WHEN REQUIRED BY APPLICABLE LAWS, GOVERNMENT REGULATIONS, ORDERS AND REQUIREMENTS.

(7) THE CARRIER WILL BE RESPONSIBLE FOR THE FURNISHING OF TRANSPORTATION ONLY OVER ITS OWN SERVICES, INCLUDING THOSE SERVICES OFFERED VIA CODE - SHARE ARRANGEMENTS WHERE THE FLIGHT IS OPERATED BY

ANOTHER

CARRIER. HOWEVER, WHEN THE CARRIER ISSUES A

TICKET,

BAGGAGE CHECK, OR MAKE ANY OTHER ARRANGEMENTS FOR TRASPORTATION OVER THE SERVICES OF ANY OTHER CARRIER. (WHETHER OR NOT SUCH TRANSPORTATION IS

PART

OF A THROUGH SERVICE), THE CARRIER ACTS ONLY AS AGENT FOR SUCH CARRIER AND THE TARIFF OF THAT OTHER CARRIER WILL APPLY. SWOOP WILL ASSUME NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH OTHER CARRIER.

(8) INTERNATIONAL TRANSPORTATION WILL BE SUBJECT TO THE RULES RELATING TO LIABILITY ESTABLISHED BY, AND TO ALL OTHER PROVISIONS OF THE CONVENTION. THE

CARRIER

MAY STIPULATE THAT THE LIMITS OF LIABILITY

CONTAINED

IN THIS TARIFF ARE HIGHER THAN THOSE PROVIDED FOR WITHIN THE APPLICABLE CONVENTION OR THAT THERE ARE NO LIMITS OF LIABILITY WHATSOEVER. IN ALL OTHER INSTANCES, TARIFF RULES ARE INCONSISTENT WITH ANY PROVISION OF THE CONVENTION WILL, TO THAT EXTENT,

BE

INAPPLICABLE TO INTERNATIONAL TRANSPORTATION.

(B) GRATUITOUS CARRIAGE

EXCEPT FOR THE PROVISIONS OF THE CONVENTION, THE

CARRIER

RESERVES THE RIGHT TO EXCLUDE THE APPLICATION OF ALL OR ANY PART OF THIS TARIFF WITH RESPECT TO GRATUITOUS CARRIAGE AS STATED IN THIS TARIFF.

(C) PASSENGER RECOURSE

ANY COMPENSATION OFFERED TO PASSENGERS IS FOUND IN THIS TARIFF AND IS SUBJECT TO APPLICABLE GOVERNMENT REGULATIONS.

IN THE CASE OF DISPUTE WITH THE AIR CARRIER, PASSENGERS SHOULD. AS THE FIRST RECOURSE, TRY TO RESOLVE ANY PROBLEM BY DEALING DIRECTLY WITHE CARRIER. IF THE PASSENGER HAS ATTEMPTED TO RESOLVE A COMPLAINT WITH THE CARRIER AND STILL NOT SAFISFIED, THE PASSENGER MAY TAKE THE MATTER TO EITHER THE CANADIAN TRANSPORATION AGENCY OR THE APPROPRIATE COURT, AS THE PASSENGER PREFERENCES.

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K PROTECTION OF PERSONAL INFORMATION
PRIVACY POLICY

AT SWOOP, WE ARE COMMITED TO RESPECTING YOUR PRIVACY. THIS
POLICY DESCRIBES HOW WE COLLECT, USE AND DISCLOSE PERSONAL
INFORMATION CONCERNING OUR PASSENGERS AND INDIVIDUALS. WE
RESERVE THE RIGHT TO UPDATE OR MODIFY THIS POLICY AT ANY
TIME WITHOUT PRIOR NOTICE BY POSTING AN UPDATED VERSION ON
THIS WEBSITE. TO ALERT YOU OF A CHANGE, WE WILL UPDATE THE
EFFECTIVE DATE OF THIS PRIVACY POLICY.

WHO IS SWOOP?

FOR THE PURPOSES OF THIS PRIVACY POLICY, SWOOP MEANS

2031973

ALBERTA LTD.

WHAT IS PERSONAL INFORMATION?

PERSONAL INFORMATION IS INFORMATION ABOUT AN IDENTIFIABLE
INDIVIDUAL. YOUR PERSONAL INFORMATION INCLUDES YOUR FULL
NAME, ADDRESS, TELEPHONE NUMBER, DATE OF BIRTH, EMAIL
ADDRESS, OPINIONS, PREFERENCES, USAGE OF SWOOP'S WEBSITES,
AND ANY OTHER INFORMATION THAT IS CONNECTED TO YOU,
IDENTIFIES WHO YOU ARE OR WOULD ALLOW SOMEONE TO CONTACT
YOU.

CONSENT

IT IS OUR POLICY TO ONLY COLLECT, USE AND DISCLOSE PERSONAL
INFORMATION ABOUT YOU WITH YOUR KNOWLEDGE AND CONSENT,
UNLESS OTHERWISE REQUIRED OR ALLOWED BY LAW. PRIOR TO
COLLECTING PERSONAL INFORMATION, IT IS OUR POLICY TO
IDENTIFY THE PURPOSES FOR DOING SO AND TO LIMIT THE
COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION TO
THOSE PURPOSES. GENERALLY, WE WILL ONLY COLLECT PERSONAL
INFORMATION FROM YOU, AND USE IT AND DISCLOSE IT WITH YOUR
CONSENT OR FROM SOMEONE ON YOUR BEHALF. THERE WILL BE
OCCASIONS WHERE WE WILL EITHER CONTACT YOU WITH OFFERS AND
TRAVEL SERVICES THAT WE FEEL WILL BE OF INTEREST TO YOU AND
RELY ON YOUR CONSENT (IMPLIED OR EXPRESS) WHILE ALSO
PROVIDING AN OPT-OUT MECHANISM FOR SUCH CONTACT. WE WILL
USE IMPLIED CONSENT ONLY IN CIRCUMSTANCES WHERE THE

PERSONAL

INFORMATION IN QUESTION IS NOT SENSITIVE, WHERE THE

PURPOSES

AND CIRCUMSTANCES ARE LIMITED AND WELL DEFINED AND WHERE

YOU

ARE GIVEN AN OPPORTUNITY TO OPT-OUT OR WITHDRAW YOUR

CONSENT

THEN OR AT ANY TIME BY CONTACTING US. IF WE IDENTIFY A NEW
PURPOSE FOR USING OR DISCLOSING YOUR PERSONAL INFORMATION,
UNLESS OTHERWISE REQUIRED BY LAW, DEPENDING UPON THE
SENSITIVITY OF THE USE OR DISCLOSURE OF THE PERSONAL

INFORMATION, WE WILL UPDATE THIS POLICY AND/OR CONTACT YOU TO OBTAIN YOUR CONSENT FOR THE NEW USE OR DISCLOSURE AND WE MAY USE YOUR CONTACT INFORMATION, INCLUDING YOUR EMAIL ADDRESS, TO DO SO.

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COLLECTION OF PERSONAL INFORMATION

PERSONAL INFORMATION IS COLLECTED BY SWOOP WHEN YOU PROVIDE IT TO US, OR WHEN A THIRD PARTY, SUCH AS A TRAVEL AGENT, FAMILY MEMBER OR OTHER PARTY BOOKS A TICKET ON YOUR BEHALF, WHEN A THIRD PARTY SUCH AS A REWARDS PROGRAMS OR CREDIT

CARD

SERVICES PROVIDER PROVIDES PERSONAL INFORMATION TO SWOOP,

OR

WHEN CERTAIN TECHNOLOGIES WE EMPLOY ON OUR WEBSITES OR WEB BASED APPLICATIONS ARE ABLE TO PROVIDE SWOOP WITH INFORMATION RELATED TO YOUR INTERACTION WITH VARIOUS WEBSITES AND OTHER TECHNOLOGIES. IF YOU WOULD LIKE TO FLY WITH US, BOOK A HOTEL OR CAR, JOIN A MAILING LIST, APPLY

FOR

A JOB, PARTICIPATE IN A PROGRAM OR ENTER A CONTEST THAT MAY BE OFFERED BY SWOOP FROM TIME TO TIME, YOU WILL BE ASKED

FOR

PERSONAL INFORMATION AS DESCRIBED IN THIS POLICY OR AS STATED TO YOU AT THE TIME OF COLLECTION. PERSONAL INFORMATION MAY BE COLLECTED BY US THROUGH OUR CALL CENTRE, BY INTERACTION WITH OUR OTHER WEBSITES, WEB BASED APPLICATIONS, FROM YOU IN PERSON, FROM A TRAVEL AGENT OR OTHER PARTY OBTAINING TRAVEL SERVICES FOR YOU ON YOUR BEHALF, OR FROM A THIRD PARTY OTHERWISE PROVIDING INFORMATION ABOUT YOU ON YOUR BEHALF OR FOR YOUR BENEFIT. WE ALSO USE VARIOUS COMPUTER OR WEB-BASED TECHNOLOGIES TO COLLECT AND STORE INFORMATION WHEN YOU VISIT A SWOOP SITE INCLUDING BUT NOT LIMITED TO E-COOKIES, PIXELS AND OTHER

WEB

BEACONS AS OUTLINED LATER IN THIS POLICY. IT IS OUR POLICY TO COLLECT PERSONAL INFORMATION ABOUT YOU DIRECTLY FROM YOU WHERE POSSIBLE OR REASONABLE TO DO SO. HOWEVER, THERE ARE CIRCUMSTANCES WHERE PERSONAL INFORMATION ABOUT YOU WILL BE COLLECTED FROM A THIRD PARTY ON YOUR BEHALF.

USE OF PERSONAL INFORMATION

BOOKING A FLIGHT

WHEN YOU BOOK A FLIGHT WITH US, OR WHEN SOMEONE BOOKS A FLIGHT WITH US ON YOUR BEHALF, WE WILL YOU ASK FOR YOUR GENDER, NAME, ADDRESS, EMAIL ADDRESS, PHONE NUMBER, AND INFORMATION RELATED TO YOUR FORM OF PAYMENT. WE COLLECT THIS INFORMATION IN ORDER TO PROCESS YOUR REQUEST FOR

TRAVEL

SERVICES OR TO PROCESS REFUNDS. WE NEED YOUR GENDER TO

DETERMINE THE WEIGHT AND BALANCE OF OUR AIRCRAFT AND TO ASSIST US IN IDENTIFYING YOU FOR LEGAL AND SECURITY PURPOSES. WE MAY ALSO USE YOUR PERSONAL INFORMATION TO CONTACT YOU AND ABOUT YOUR FLIGHT, FLIGHT BOOKING OR ABOUT ANYTHING THAT AFFECTS OR MAY AFFECT YOUR FLIGHT BOOKING OR YOUR FLIGHT, AND TO NOTIFY YOU THAT A CREDIT THAT YOU HAVE WITH SWOOP HAS BEEN CREATED OR AN EXISTING CREDIT IS GOING TO EXPIRE. ADDITIONALLY, WE MAY LEAVE AN AUTOMATED FLIGHT STATUS MESSAGE ON ANY PHONE NUMBER YOU PROVIDE IN THE EVENT OF A CHANGE OR CANCELLATION OF YOUR RESERVED FLIGHT. ADQUATE PERSONAL IDENTIFICATION DOCUMENTS, INCLUDING PHOTOGRAPHIC LIKENESSES, WILL GENERALLY BE REQUIRED IN

ORDER

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SERVICES. TO PERMIT YOU TO BOARD AN AIRCRAFT OR ACCESS OTHER

THIS INFORMATION IS COLLECTED FOR SECURITY, LEGAL AND IDENTIFICATION PURPOSES AND IS GENERALLY RETURNED TO YOU IMMEDIATELY AND NOT RETAINED WITHOUT YOUR CONSENT. FOLLOWING YOUR FLIGHT, SWOOP MAY ALSO USE YOUR PERSONAL INFORMATION TO CONTACT YOU ABOUT TRAVEL SERVICES, YOUR TRAVEL PATTERNS AND YOUR EXPERIENCES WHEN FLYING WITH US IN THE FORM OF A SURVEY. YOU CAN OPT OUT OF THIS PROGRAM AT ANY TIME.

REQUIREMENTS OF GOVERNMENT AUTHORITIES BECAUSE OF THE NATURE OF THE AIRLINE INDUSTRY, AND CONCERNS WITH RESPECT TO SAFETY AND SECURITY, THERE MAY BE

SITUATIONS IN WHICH SWOOP IS REQUIRED OR REQUESTED BY LEGAL

AUTHORITIES TO COLLECT, USE OR DISCLOSE PERSONAL INFORMATION ABOUT YOU, PARTICULARLY WHEN YOU ARE TRAVELING WITH US, WITHOUT YOUR KNOWLEDGE OR CONSENT. INFORMATION THAT WE ARE REQUIRED TO COLLECT BY ANY CANADIAN, U.S. OR INTERNATIONAL GOVERNMENT AUTHORITIES, DEPENDING ON YOUR BOARDING LOCATION AND DESTINATION, MAY INCLUDE, AS REQUIRED BY SUCH AUTHORITIES, YOUR FULL NAME, DATE OF BIRTH, CITIZENSHIP, GENDER,

PASSPORT NUMBER AND COUNTRY OF ISSUANCE, IMMIGRATION VISA NUMBER, PERMANENT RESIDENT CARD NUMBER, THE MEANS BY WHICH YOU PAID FOR YOUR FLIGHT, DETAILS AS TO HOW IT WAS BOOKED, AND ANY OTHER PERSONAL INFORMATION COLLECTED BY US AS SET OUT IN THIS POLICY OR AS REQUIRED BY SUCH GOVERNMENT AUTHORITY. PLEASE BE ADVISED THAT SWOOP MAY DISCLOSE THIS PERSONAL INFORMATION TO AUTHORITIES WHEN REQUIRED OR REQUESTED IN CONJUNCTION WITH THE IDENTIFICATION OF LAWFUL AUTHORITY.

IN CERTAIN CIRCUMSTANCES WHERE WE BELIEVE UNLAWFUL OR CRIMINAL

ACTIVITY IS BEING COMMITTED TO, ON OR AGAINST SWOOP PASSENGERS, PEOPLE OR PROPERTY, WE MAY DISCLOSE YOUR PERSONAL INFORMATION TO APPROPRIATE GOVERNMENT AUTHORITIES OR OTHER NON-GOVERNMENTAL ENTITIES IN ORDER TO ALLOW THEM

TO

PROPERLY INVESTIGATE THE MATTER.

CROSS-BORDER INFORMATION

BECAUSE SWOOP FLIES ACROSS INTERNATIONAL BORDERS, PERSONAL INFORMATION MAY BE MADE AVAILABLE TO GOVERNMENT AUTHORITIES IN CANADA AND THE UNITED STATES, AS WELL AS ANY OTHER INTERNATIONAL DESTINATION, AS REQUIRED BY LAW. IN

ADDITION,

SWOOP USES THIRD PARTY PROVIDERS OF INFORMATION TECHNOLOGY, DATA PROCESSING, RESERVATION SERVICES, DATA STORAGE

SERVICES

AND OTHER SERVICES. SWOOP PROTECTS PERSONAL INFORMATION DISCLOSED TO SUCH THIRD PARTY SERVICE PROVIDERS BY CONTRACTUAL OBLIGATIONS OF CONFIDENTIALITY AND NON-DISCLOSURE. PERSONAL INFORMATION, INCLUDING MEDICAL INFORMATION COVERED BY THIS POLICY, MAY BE PROCESSED OR STORED OUTSIDE OF CANADA, AND SUCH PERSONAL INFORMATION MAY THEREFORE BE OR BECOME ACCESSIBLE TO GOVERNMENT AUTHORITIES AND AGENCIES IN OTHER JURISDICTIONS PURSUANT TO LAWFUL

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AUTHORITY MADE UNDER THE LAWS OF THOSE JURISDICTIONS.

SPECIAL NEEDS

SUBJECT TO CERTAIN RESTRICTIONS AND THE SWOOP BOOKING TERMS AND CONDITIONS, TARIFFS AND CONDITIONS OF CARRIAGE,

SERVICES

ARE OFFERED TO PERSONS WITH SPECIAL NEEDS. A SPECIAL NEED INCLUDES SITUATIONS IN WHICH AN INDIVIDUAL MAY REQUIRE SPECIFIC REQUIREMENT(S) TO ACCOMMODATE A DISABILITY. A SPECIAL NEED ALSO INCLUDES INDIVIDUALS WHO, FOR MEDICAL REASONS, REQUIRE A SPECIAL ARRANGEMENT IN ORDER TO TRAVEL. IN ORDER TO PROPERLY SERVE PERSONS WITH SPECIAL NEEDS, TO ASSURE THE HEALTH AND SAFETY OF ALL CONCERNED, AND TO

ENSURE

THAT AN INDIVIDUAL QUALIFIES FOR ANY SPECIAL ARRANGEMENT SWOOP MAY OFFER, SWOOP MAY REQUIRE ADDITIONAL PERSONAL INFORMATION, INCLUDING RELEVANT MEDICAL INFORMATION AND INFORMATION ON PARTICULAR REQUIREMENTS, SUCH AS WHETHER A WHEELCHAIR, OXYGEN SUPPLY OR OTHER SPECIAL EQUIPMENT ARE REQUIRED, INFORMATION ON CONNECTING FLIGHTS OR CONNECTIONS, AS WELL AS ADDITIONAL CONTACT INFORMATION IN THE EVENT OF

AN

EMERGENCY. IN SITUATIONS WHERE AN INDIVIDUAL REQUIRES THAT THEY BE ACCOMPANIED BY ANOTHER INDIVIDUAL, SWOOP WILL REQUIRE PERSONAL INFORMATION FROM THAT INDIVIDUAL AS A

PASSENGER ON THE BASIS SET OUT ON THIS POLICY.

TRAVEL AGENTS

WHEN YOU BOOK WITH US THROUGH A TRAVEL AGENT, YOUR TRAVEL AGENT WILL PROVIDE US WITH THE SAME PERSONAL INFORMATION THAT WE WOULD OTHERWISE COLLECT FROM YOU DIRECTLY IN ORDER TO BOOK A FLIGHT OR OTHER TRAVEL SERVICES. UNLESS AND

UNTIL

WE ARE ADVISED OTHERWISE, WE WILL CONSIDER A TRAVEL AGENT

TO

HAVE YOUR AUTHORITY TO PROVIDE US WITH YOUR PERSONAL INFORMATION TO BE USED AND DISCLOSED BY US PURSUANT TO THIS PRIVACY POLICY. COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION BY YOUR TRAVEL AGENT WILL BE SUBJECT

TO

YOUR DEALINGS WITH THE TRAVEL AGENT AND THEIR PRIVACY POLICIES AND PRACTICES. TRAVEL AGENT ACCESS TO ONLINE INFORMATION FROM SWOOP IS GOVERNED BOTH BY SWOOP POLICIES AND BY RESTRICTIONS AND LEVELS OF PERMISSION SET UP BY THE TRAVEL AGENCY. PERSONNEL IN EACH TRAVEL AGENT OFFICE MAY

BE

ABLE TO GAIN ACCESS TO PERSON INFORMATION CONCERNING ALL CLIENTS AND CUSTOMERS OF THE TRAVEL AGENCY. ACCESS TO YOUR PERSONAL INFORMATION MAY NOT BE LIMITED TO THE INDIVIDUAL TRAVEL AGENT YOU HAVE DEALT WITH AS TRAVEL AGENTS MAY SHARE INFORMATION. ANY INQUIRIES ABOUT ANOTHER TRAVEL AGENCY ACCESSING YOUR PERSONAL INFORMATION SHOULD BE DIRECTED TO THE ORIGINAL TRAVEL AGENCY WITH WHOM YOU BOOKED YOUR

FLIGHT.

CORPORATE AND OTHER THIRD PARTY BOOKINGS

IF A THIRD PARTY, INCLUDING A FAMILY MEMBER OR FRIEND, OR YOUR EMPLOYER OR ANOTHER PARTY OTHER THAN A TRAVEL AGENT, HAS MADE OR WILL BE MAKING A BOOKING ON YOUR BEHALF, THAT PARTY WILL PROVIDE US WITH THE SAME PERSONAL INFORMATION

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THAT WE WOULD OTHERWISE COLLECT FROM YOU DIRECTLY IN ORDER TO BOOK A FLIGHT OR OTHER TRAVEL SERVICES. UNLESS AND

UNTIL

WE ARE ADVISED OTHERWISE, WE WILL CONSIDER SUCH THIRD PARTY TO HAVE YOUR AUTHORITY TO PROVIDE US WITH YOUR PERSONAL INFORMATION TO BE USED AND DISCLOSED PURSUANT TO THIS PRIVACY POLICY. COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION BY A THIRD PARTY WILL BE SUBJECT TO YOUR DEALINGS WITH THEM AND ANY APPLICABLE PRIVACY POLICY AND PRACTICES THEY MAY HAVE. CERTAIN EMPLOYERS AND OTHER PARTIES MAY BE GRANTED ACCESS TO ONLINE INFORMATION FROM SWOOP WITH RESPECT TO YOUR BOOKING WHERE YOUR EMPLOYER OR OTHER PARTY HAS MADE THAT BOOKING ON YOUR BEHALF. SUCH ACCESS IS ALSO GOVERNED BY OUR TERMS OF USE. SUCH OTHER

PARTY, INCLUDING ANY OTHERS TO WHOM IT GRANTS PERMISSION, WILL BE ABLE TO GAIN ACCESS TO PERSONAL INFORMATION CONCERNING ALL INDIVIDUALS FOR WHOM THEY HAVE MADE BOOKS. PASSENGER FEEDBACK

BY SUBMITTING YOUR COMMENTS ON SWOOP'S FEEDBACK SECTION OF ITS WEBSITE, YOU AGREE THAT SWOOP MAY USE YOUR COMMENTS FOR INTERNAL PURPOSES SUCH AS, TRAINING OR EMPLOYEE ACKNOWLEDGEMENT AND RECOGNITION, AND THAT SWOOP MAY PUBLISH YOUR COMMENTS ON ITS INTRANET OR IN OTHER INTERNAL DOCUMENTS.

PROMOTIONAL CONTESTS

SWOOP MAY OFFER VARIOUS PROMOTIONS FROM TIME TO TIME. WHEN YOU ENTER A PROMOTIONAL CONTEST, WE ASK FOR YOUR NAME, DATE OF BIRTH, ADDRESS (EMAIL AND/OR RESIDENTIAL), SOCIAL MEDIA HANDLE AND/OR PHONE NUMBER SO THAT WE MAY COMMUNICATE WITH YOU IN THE EVENT YOU ARE A WINNER AND SO THAT WE MAY VERIFY THAT YOU ARE OF SUFFICIENT AGE TO PARTICIPATE OR THAT YOU MEET OTHER ELIGIBILITY REQUIREMENTS STATED IN ANY SPECIFIC CONTEST RULES. OTHER INFORMATION RELATED TO THE PROMOTION OR CONTEST MAY BE REQUESTED OF REQUIRED BY LAW.

EMPLOYMENT OPPORTUNITIES

SWOOP OFFERS EMPLOYMENT OPPORTUNITIES IN VARIOUS LOCATIONS, INCLUDING OVER ITS WEBSITE AND OTHERS. IF YOU WOULD LIKE

TO

APPLY FOR A JOB AT SWOOP, YOU WILL BE ASKED TO PROVIDE YOUR NAME, TELEPHONE NUMBER, ADDRESS, EMAIL ADDRESS, AND OTHER INFORMATION CONCERNING YOUR APPLICATION SUCH AS EMPLOYMENT HISTORY, REFERENCES AND EDUCATION. BY SUBMITTING YOUR APPLICATION, YOU ARE CONSENTING TO THE COLLECTION, USE, DISCLOSURE AND RETENTION OF YOUR PERSONAL INFORMATION FOR PURPOSES OF ASSESSING YOUR SUITABILITY FOR CURRENT AND FUTURE EMPLOYMENT OPPORTUNITIES AT SWOOP. IN ADDITION, YOU CONSENT TO THE RELEASE OF YOUR PERSONAL INFORMATION TO OUR THIRD PARTY SERVICE PROVIDERS FOR THE PURPOSES OF PRE-EMPLOYMENT SCREENING WHICH MAY INCLUDE A CRIMINAL BACKGROUND CHECK AND REFERENCE VERIFICATION. IF YOU ARE A SUCCESSFUL CANDIDATE, THIS INFORMATION WILL BE RETAINED BY

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SWOOP AS LONG AS REASONABLY REQUIRED FOR PURPOSES OF MANAGING YOUR EMPLOYMENT RELATIONSHIP OR AS OTHERWISE REQUIRED BY LAW.

COOKIES AND OTHER TECHNOLOGY

A COOKIE IS A SMALL AMOUNT OF DATA, OFTEN INCLUDING A

UNIQUE

IDENTIFIER, THAT IS SENT TO YOUR BROWSER FROM A WEBSITE'S COMPUTER AND STORED ON OUR COMPUTER'S HARD DRIVE. WE USE COOKIES TO COLLECT AND COMPILE DATA. COOKIES TRACK THE MOVEMENTS AND INTERACTIONS OF VISITORS ON OUR WEBSITES AND

ALLOW US TO COLLECT INFORMATION ABOUT VISTOR WEBSITE USAGE PATTERNS TO BETTER UNDERSTAND AND MEET THEIR REQUIREMENTS WITH IMPROVED DESIGN, CONTENT, DISPLAY OF RELEVANT FEATURES, AND TO PROVIDE YOU WITH VARIOUS ADVERTISING SERVICES. COOKIES ALSO ALLOW OUR WEBSITES TO RECOGNIZE YOUR COMPUTER OR DEVICE THE NEXT TIME YOU VISIT IN ORDER TO PROVIDE A CUSTOM EXPERIENCE INCLUDING REMEMBERING YOUR CHOICE OF LANGUAGE, EXPOSING YOU TO CERTAIN WEBSITE PAGES, AND AUTO-FILING CERTAIN FORMS BASED ON OUR PREVIOUS VISIT.

THIS ALSO ALLOWS US TO AUTOMATICALLY FILL IN CERTAIN FIELDS AS APPLICABLE. SWOOP USES THIRD PARTY ADVERTISING TECHNOLOGY TO SERVE ADS WHEN YOU VISIT OUR WEBSITE AND CERTAIN SITES ON WHICH WE ADVERTISE, USING INFORMATION FROM YOUR VISITS TO OUR WEBSITE AND THOSE OTHER SITES TO SERVE ADS WHICH ARE TAILORED TO YOU. IN THE COURSE OF SERVIING ADS TO YOU, A UNIQUE THIRD PARTY COOKIE MAY BE PLACED OR RECOGNIZED BY YOUR BROWSER. IN ADDITION, WE USE PIXELS OR TRANSPARENT GIF FILES, OFTEN REFERRED TO AS WEB BEACONS, TO HELP MANAGER AND OPTIMIZE OUR ONLINE ADVERTISING. THESE ARE PROVIDED BY EXTERNAL ENTITIES LIKE GOOGLE, FACEBOOK, AND OTHER SOCIAL MEDIA COMPANIES, AND ENABLE OUR AD SERVERS TO RECOGNIZE A BROWSER'S COOKIE WHEN A BROWSER VISITS OUR WEBSITE AND TO LEARN WHICH BANNER ADS BRING USERS TO OUR WEBSITE. THE TECHNOLOGY MAY ALSO ALLOW OTHER SERVICE PROVIDERS TO RECEIVE INFORMATION FORM OUR WEBSITE RELATED TO OUR ONLINE ADVERTISING. WITH BOTH COOKIES AND WEB BEACONS, THE YOUR INFORMATION THAT WE COLLECT, AND SHARE DOES NOT CONTAIN NAME, ADDRESS, TELEPHONE NUMBER, OR EMAIL ADDRESS. GOOGLE AND OTHER SIMILAR PROVIDERS ARE SUBJECT TO CONTRACTUAL RESTRICTIONS WITH RESPECT TO PERSONAL INFORMATION TO PROTECT YOUR PRIVACY. FOR MORE INFORMATION AND GOOGLE SPECIFICALLY, INCLUDING INFORMATION ABOUT HOW TO OPT-OUT OF THESE TECHNOLOGIES, GO TO

[HTTPS://STATIC.GOOGLEUSERCONTENT.COM/MEDIA/WWW.GOOGLE.COM/EN //INTO/EN/POLICIES/PRIVACY/GOOGLE PRIVACY POLICY EN.PDF.](https://static.googleusercontent.com/media/www.google.com/en/into/en/policies/privacy/google_privacy_policy_en.pdf) ADDITIONALLY, YOU CAN OPT OUT OF SWOOP'S BEHAVIOURAL ONLINE ADVERTISING. TO OPT OUT OF ONLINE BEHAVIORAL ADVERTISING USING ADCHOICES, CLICK ON THE ADCHOICE ICON IN A BANNER AD. TO OPT OUT OF ONLINE BEHAVIORAL ADVERTISING ON FACEBOOK, CLICK THE OR ON THE TOP RIGHT CORNER OF A FACEBOOK AD AND

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SELECT WHY AM I SEEING THIS?.

DISCLOSURE OF PERSONAL INFORMATION

SWOOP DISCLOSES YOUR PERSONAL INFORMATION TO THIRD PARTIES AS REQUIRED TO PROCESS YOUR REQUEST FOR TRAVEL SERVICES, INCLUDING FLIGHTS, HOTEL AND CAR BOOKINGS, TO PROVIDE SERVICES TO YOU, DISPLAY RELEVANT ADVERTISING, AS REQUIRED BY APPLICABLE LAW, OR AS OTHERWISE SET OUT IN THIS POLICY, SWOOP IS CONTINUOUSLY SEEING WAYS IN WHICH TO BETTER

SERVICE

YOU. SWOOP MAY THEREFORE ALSO DISCLOSE PERSONAL

INFORMATION

CONCERNING YOU TO OTHER ORGANIZATIONS THAT MAY HAVE AFFILIATED PROGRAMS TO SWOOP OR OTHER OFFERS OF INTEREST TO YOU TO ALLOW THEM TO CONTACT YOU, BUT SWOOP WILL DO SO ONLY WITH YOUR CONSENT, WHICH YOU MAY WITHDRAW AT ANY TIME. PERSONAL INFORMATION PROVIDED BY YOU OR ON YOUR BEHALF TO BOOK FLIGHTS OR OTHER TRAVEL SERVICES WILL GENERALLY NOT BE PROVIDED TO ANYONE, INCLUDING A SPOUSE, FAMILY MEMBER, FRIEND OR CO-WORKER, WITHOUT YOUR CONSENT, OR AS REQUIRED

BY

LAW, OR AS OTHERWISE PROVIDED IN THIS PRIVACY POLICY. TO PROTECT YOUR PRIVACY RIGHTS AND PERSONAL INFORMATION, AND FOR SECURITY AND LEGAL PURPOSES, WE THEREFORE GENERALLY CANNOT DISCLOSE YOUR PERSONAL INFORMATION TO ANY INDIVIDUAL CONTACTING US AND CLAIMING EITHER TO BE A SPOUSE, FAMILY MEMBER, FRIEND, CO-WORKER OR OTHERWISE ENTITLED TO YOUR PERSONAL INFORMATION, OR CLAIMING TO HAVE YOUR CONSENT FOR US TO DO SO, UNLESS AND UNTIL WE HAVE VERIFIED WITH YOU

THAT

YOU DO IN FACT CONSENT TO OUR DISCLOSURE OF YOUR PERSONAL INFORMATION TO SUCH SPECIFIED INDIVIDUAL. THE EXCEPTIONS

TO

THIS ARE: WE WILL DISCLOSE YOUR PERSONAL INFORMATION ON A REASONABLE BASIS TO AN INDIVIDUAL WHO HAS BOOKED YOUR CURRENT FLIGHT OR OTHER TRAVEL SERVICE WHERE THAT

INDIVIDUAL

HAS ADEQUATELY IDENTIFIED THEMSELVES. WE WILL CONSIDER THAT, SINCE THEY PREVIOUSLY HAD YOUR CONSENT, EXPRESS OR IMPLIED, TO DEAL WITH US, YOUR CONSENT, EXPRESS OR IMPLIED TO DEAL WITH US, YOUR CONSENT CONTINUES. PLEASE SEE CORPORATE AND OTHER THIRD-PARTY BOOKINGS. WE MAY ALSO,

WITH

YOUR CONSENT, EXCHANGE YOUR PERSONAL INFORMATION, INCLUDING MEDICAL INFORMATION, WITH THIRD PARTY MEDICAL PERSONNEL IN SITUATIONS WHERE YOU, OR SOMEONE ON YOUR BEHALF, HAS REQUESTED SPECIAL ARRANGEMENTS RELATED TO MEDICAL

CONDITIONS

OR STATUS. PLEASE SEE SPECIAL NEEDS. WHERE AN INDIVIDUAL CONTACT US AND PROVIDES US WITH YOUR FULL NAME AND RESERVATION CODE GIVING US REASONABLE GROUNDS TO CONCLUDE

IMPLIED,

THEY ARE CONTACTING US WITH OUR CONSENT, EXPRESS OR

INFORMATION.

WE WILL DISCLOSE FLIGHT INFORMATION TO THAT INDIVIDUAL FOR THE PURPOSES OF PERMITTING THAT INDIVIDUAL TO MEET YOUR FLIGHT OR BE AWARE OF DELAYS, AND OTHER SIMILAR

OF

FLIGHT INFORMATION IS LIMITED TO FLIGHT NUMBER, FLIGHT TIMING INFORMATION, CONFIRMATION THAT YOU HAVE OR HAVE NOT BOARDED A FLIGHT, AND THE DEPARTURE AND ARRIVAL LCOATIONS

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FLIGHT

YOUR JOURNEY WITH US. FLIGHT INFORMATION IS PROVIDED AS A SERVICE AND CONVENIENCE TO YOU TO PERMIT MEETING YOUR

WE

AND BEING AWARE OF ANY DELAYS OR FLIGHTS THAT ARE EARLY.

DO

WILL NOT PROVIDE OTHER PERSONAL INFORMATION SUCH AS HOME ADDRESS OR CONTACT INFORMATION TO OUTHER INDIVIDUALS IN THESE CIRCUMSTANCES WITHOUT YOUR EXPRESS CONSENT. IF YOU

INFORMATION

NOT WISH INDIVIDUALS TO BE ABLE TO OBTAIN FLIGHT

WHERE

FROM US, YOU SHOULD NOT SHARE YOUR RESERVATION CODE WITH THEM. LIKewise, YOUR BOARDING PASS CONTAINS PERSONAL INFORMATION, AND SHOULD BE HANDLED AND DISPOSED OF IN THE SAME MANNER AS ANY OTHER PERSONAL INFORMATION YOU MAY HAVE IN YOUR POSSESSION. OTHERWISE, WE WILL CONCLUDE THAT,

AN INDIVIDUAL HAS YOUR RESERVATION CODE REFERS TO THE CONFIRMATION NUMBER ASSIGNED BY SWOOP TO FOR A SPECIFIC FLIGHT.

SECURITY

SWOOP HAS IN PLACE SOPHISTICATED SECURITY MEASURES AND PROCEDURES TO ENSURE THAT YOUR PERSONAL INFORMATION IS PROTECTED FROM MISUSE AND FROM UNAUTHORIZED ACCESS. HOWEVER, NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100 PERCENT SECURE. WE CANNOT ENSURE THE SECURITY OF THE INFORMATION YOU TRANSMIT TO US OVER THE INTERNET.

RETENTION OF INFORMATION

RENTION PERIODS

WHICH

PERSONAL INFORMATION COLLECTED BY SWOOP IS RETAINED FOR AS LONG AS IT IS REASONABLY REQUIRED FOR THE PURPOSES FOR

IT WAS COLLECTED, OR AS REQUIRED BY LAW, FOLLOWING WHICH IT IS SECURELY DESTROYED OR MADE ANONYMOUS. IF YOU WITHDRAW YOUR CONSENT TO OUR RETAINING YOUR PERSONAL INFORMATION, WE WILL ADVISE YOU AS TO THE CONSEQUENCES, IF ANY, OF YOUR

DOING SO.
EXPIRY AND TERMINATION OF ACCOUNTS
UNTIL YOUR CONSENT IS WITHDRAWN, IT IS OUR POLICY TO KEEP
YOUR SWOOP ACCOUNT OPEN INDEFINITELY FOR YOUR CONVENIENCE

IN

THE EVENT YOU DECIDE TO ACCESS IT AGAIN, AND, IF YOU HAVE
SIGNED UP FOR ELECTRONIC COMMUNICATION, TO CONTINUE SENDING
YOU INFORMATION UNTIL YOU ADVISE US THAT YOU WISH TO NO
LONGER RECEIVE IT. HOWEVER, WE DO RESERVE THE RIGHT TO
TERMINATE ACCOUNTS AND DISTRIBUTION OF ELECTRONIC
COMMUNICATION AT ANY TIME WITHOUT NOTICE.
ACCESSING YOUR PERSONAL INFORMATION
FEEL FREE TO CONTACT US IF YOU HAVE AN QUESTIONS OR

CONCERNS

ABOUT THIS POLICY OR THE ACCURACY AND COMPLETENESS OF ANY
INFORMATION IN YOUR FILE, IF YOU WISH TO UPDATE ANY OF YOUR
INFORMATION, IF YOU WOULD LIKE TO SEE A COPY OF THE
INFORMATION WE HAVE ON FILE ABOUT YOU, OR AN ACCOUNT OF THE
USE THAT HAS BEEN MADE OF YOUR INFORMATION.
TO DO SO, SIMPLY CONTACT SWOOP TOLL-FREE AT 1-888-796-4540.

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WRITTEN INQUIRIES CAN BE DIRECTED TO SWOOP'S PRIVACY

OFFICER

VIA:

- FAX: 1-844-212-5513

- EMAIL: PRIVACY@FLYSCOOP.COM

- MAIL: 22 AERIAL PLACE NE, CALGARY, AB CANADA T2E 3J1

YOU MAY ALSO USE THE ABOVE INFORMATION TO WITHDRAW ANY
CONSENT YOU HAVE PROVIDED, OR TO REGISTER A CONCERN OR
COMPLAINT WITH US. IN ALL CASES, WE MAY REQUIRE THAT
REQUESTS FOR INFORMATION OR WITHDRAWL OF CONSENT BE

RECEIVED

BY US BY EMAIL, FAX, MAIL OR OTHERWISE IN WRITTEN FORM. WE
WILL ALSO REQUIRE THAT YOU PROVIDE SUFFICIENT INFORMATION

TO

ALLOW US TO LOCATE YOUR INFORMATION TO DEAL WITH YOUR
REQUEST.

RESPONDING TO YOU

ALL REQUESTS FOR ACCESS TO YOUR PERSONAL INFORMATION AND
COMPLAINTS MUST BE PROVIDED IN WRITING AND OUR RESPONSE

WILL

BE SUBJECT TO VERIFYING YOUR IDENTITY BEFORE REPLYING. IT
IS OUR POLICY TO RESPOND TO ALL INQUIRIES, REQUESTS FOR
ACCESS TO PERSONAL INFORMATION AND CONCERNS OR COMPLAINTS
WITHIN 30 DAYS OF OUR RECEIVING THEM UNLESS OTHERWISE
ALLOWED OR REQUIRED BY LAW. IF WE CANNOT FULLY RESPOND
WITHIN 30 DAYS, WE WILL STILL ADVISE YOU OF THAT WITHIN 30
DAYS.

HOWEVER, WE CANNOT GIVE YOU ACCESS TO PERSONAL INFORMATION THAT WE DO NOT HAVE, OR THAT WOULD DISCLOSE PERSONAL INFORMATION CONCERNING ANOTHER INDIVIDUAL WITHOUT THEIR CONSENT, OR THAT WE OTHERWISE CANNOT DISCLOSE UNDER APPLICABLE LAW. THERE ARE LEGAL RESTRICTIONS IN CERTAIN CASES WHERE WE ARE PROHIBITED FROM PROVIDING YOU WITH CERTAIN INFORMATION. WE RESERVE THE RIGHT, TO REFUSE TO PROVIDE ACCESS TO INFORMATION WHERE WE ARE NOT LEGALLY REQUIRED TO DO SO, IN WHICH CASE WE WILL ADVISE YOU OF THE REASONS FOR DOING SO, AND OF THE NAME OF A PERSON WHO CAN ANSWER ANY QUESTIONS YOU MAY HAVE.

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K APPLICATION OF FARES AND FEES, CHARGES OR SURCHARGES

A) GENERAL

APPLICABLE FARES ARE THOSE PUBLISHED BY OR ON BEHALF OF THE CARRIER OR, IF NOT PUBLISHED, CONSTRUCTED IN ACCORDANCE WITH THE CARRIER'S TARIFF.

FARES AND CHARGES WILL APPLY ONLY TO AIR TRANSPORTATION BETWEEN THE POINTS NAMED ON THE TICKET. GROUND

TRANSFER

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SERVICES, UNLESS OTHERWISE SPECIFIED IN RULE 85, GROUND TRANSFER SERVICES, WILL BE ARRANGED BY THE PASSENGER

AND

AT HIS/HER OWN EXPENSE AND ARE NOT SUBJECT TO THE TERMS OF THIS TARIFF.

(B) FARES AND CHARGES IN EFFECT

(1) SUBJECT TO GOVERNMENT REQUIREMENTS AND THIS TARIFF:

(A) APPLICABLE TO TRANSPORTATION WHICH ORIGINATES

IN

CANADA OR WHICH ORIGINATES IN THE UNITED STATES FOR TRAVEL BETWEEN CANADA AND THE UNITED

STATES:

THE APPLICABLE FARE IS THE FARE IN EFFECT ON

THE

DATE WHICH THE TICKET IS ISSUED. NO INCREASE

IN

FARES AND CHARGES WILL BE COLLECTED OR MORE RESTRICTIVE CONDITIONS OF CARRIAGE (INCLUDING THOSE RELATED TO BAGGAGE) APPLIED IN THE EVENT THAT AN INCREASE IN FARES AND CHARGES OCCURS OR MORE RESTRICTIVE CONDITIONS ARE IMPOSED BETWEEN THE DATE OF TICKET ISSUANCE AND THE DATE OF TRAVEL, PROVIDED:

(I) THE TICKET IS ISSUED WITH CONFIRMED

RESERVATIONS FROM A POINT OF ORIGIN IN CANADA OR THE UNITED STATES AT FARES AND CHARGES APPLICABLE ON THE DATE OF TICKET ISSUANCE FOR THE DATE OF COMMENCEMENT OF TRAVEL; AND,

(II) THE CONFIRMED TICKETED RESERVATIONS ARE NOT CHANGED AT THE PASSENGER'S REQUEST. SHOULD THE PASSENGER REQUEST A CHANGE TO THE TICKETED RESERVATIONS THEN THE PASSENGER WILL BE OBLIGED TO PAY THE DIFFERENCE IN

THE

FARES OR BE SUBJECT TO THE MORE RESTRICTIVE CONDITIONS IMPOSED AS A RESULT OF THE CHANGE; AND

(III) SALE OCCURS, AND THE TICKET IS ISSUED IN CANADA OR THE UNITED STATES.

IF, AFTER A TICKET HAS BEEN ISSUED, A DECREASE IN FARES AND CHARGES APPLICABLE TO THE TRANSPORTATION COVERED BY THE TICKET BECOMES EFFECTIVE, NO REFUND IN WHOLE OR IN PART OF THE ORIGINAL FARE WILL BE PERMITTED UNLESS

OTHERWISE

SPECIFIED IN THE APPLICABLE FARE RULE

ASSOCIATED

WITH THE FARE.

(B) APPLICABLE TO ALL OTHER TRANSPORTATION NOT OUTLINES IN (1) (A) ABOVE:

THE APPLICABLE FARE IS THE FARE IN EFFECT ON

THE

DATE OF COMMENCEMENT OF THE CARRIAGE AS INDICATED FOR THE FIRST FLIGHT SEGMENT OF A TICKET.

IF, AFTER A TICKET HAS BEEN ISSUED AND BEFORE ANY PORTION OF THE TICKET HAS BEEN USED, AN

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INCREASE OR DECREASE IN THE FARES OR CHARGES APPLICABLE TO THE TRANSPORTATION COVERED BY THE TICKETS BECOMES EFFECTIVE, THE FULL AMOUNT OF SUCH INCREASE OR DECREASE WILL BE COLLECTED FROM, OR REFUNDED TO, THE PASSENGER AS THE CASE MAY BE.

WHEN THE AMOUNT COLLECTED IS NOT THE APPLICABLE FARE, THE DIFFERENCE SHALL BE PAID BY THE PASSENGER OR, AS THE CASE MAY BE, REFUNDED BY THE CARRIER, IN ACCORDANCE WITH THIS TARIFF.

(C) ROUTING

UNLESS OTHERWISE PROVIDED IN THE CARRIER'S TARIFF,

FARES

APPLY ONLY TO THEIR ASSOCIATED ROUTING. IF THERE IS MORE THAN ONE ROUTING ASSOCIATED WITH A FARE, THE PASSENGER, PRIOR TO THEIR TICKET BEING ISSUED, MAY SPECIFY THE ROUTING THEY PREFER. IF NO ROUTING IS SPECIFIED, THE CARRIER MAY DETERMINE THE ROUTING (SEE RULE 50, ROUTINGS).

(D) TAXES AND CHARGES

ANY TAX OR CHARGE IMPOSED BY GOVERNMENT OR OTHER AUTHORITY, OR BY THE OPERATOR OF AN AIRPORT, IN RESPECT OF A PASSENGER OR THE USE BY A PASSENGER OF ANY

SERVICES

OR FACILITIES WILL BE IN ADDITION TO THE PUBLISHED

FARES

AND CHARGES AND WILL BE PAYABLE BY THE PASSENGER,

EXCEPT

OTHERWISE PROVIDED IN THE CARRIER'S TARIFF. (SEE RULE 15, TAXES).

(E) CURRENCY OF FARES

(1) ALL FARES AND CHARGES ARE STATED IN CANADIAN

DOLLARS

FOR TRAVEL COMMENCING IN CANADA.

(2) ALL FARES AND CHARGES ARE STATED IN CANADIAN

DOLLARS

FOR TRAVEL COMMENCING IN THE UNITED STATES, SWOOP HAS INTENT TO DISPLAY FARES AND FEES IN US DOLLARS AS SOON AS POSSIBLE.

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SPECIAL ANCILLARY PRODUCTS

SPECIAL ANCILLARY PRODUCTS ARE SWOOP PRODUCTS SOLD AT AN ADDITIONAL RATE IN ADDITION TO THE BASE FARE. PURCHASE IS OPTIONAL AND ALL TERMS AND CONDITIONS ARE ALSO AVAILABLE

VIA

FLYSWOOP.COM. CURRENT OFFERINGS INCLUDE:

(A) FLEXIBLE CHARGE - MODIFY

(1) THE OPTION TO PURCHASE AT INITIAL BOOKING A

FLEXIBLE

CHANGE PRODUCT THAT PROVIDES THE OPPORTUNITY TO

MAKE

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A ONE-TIME CHANGE TO THE DEPARTURE TIME (INCLUDING SAME-DATE OR ALTERNATE DATE) OR RETURN TIME (INCLUDING SAME -DATE OR ALTERNATE DATE) OF A DIRECTIONAL BOOKING UNDER THE FOLLOWING CONDITIONS:

(A) AVAILABLE FOR PURCHASE ONLY AT INITIAL BOOKING:

BEFORE

- (B) ONLY AVAILABLE FOR PURCHASE UP TO 14 DAYS DEPARTURE;
- (C) MUST BE REDEEMED NOT LESS THAN 24 HOURS BEFORE SEGMENT DEPARTURE;
- (D) CHANGE IS AVAILABLE FOR FLIGHT(S) OF THE SAME ORIGIN AND DESTINATION POINTS ONLY. MODIFY DOES NOT ENTITLE THE TRAVELLER TO CHANGE THEIR ITINERARY ORIGIN OR DESTINATION, ONLY THE INTENDED TIME(S) OR DATE(S) OF TRAVEL BETWEEN THE SAME CITY PAIR.
- (E) DIFFERENCE IN FARE DUE AT TIME OF CHANGE;
- (F) REDUCTION IN FARE IS FORFEIT;
- (G) EXTRA ANCILLARY PRODUCT(S), SERVICE(S) AND/OR PRIVILEGE(S) PURCHASED PRIOR TO THE USE OF FLEXIBLE CHANGE CARRY OVER TO THE NEW FLIGHT.
- (H) FOR A FEE OF \$4.99 - 29.99 CAD PER SEGMENT PER PERSON;
- (I) NO ADDITIONAL FEE AT TIME OF FLEXIBLE CHANGE;
- (J) MUST BE PURCHASED FOR ALL PASSENGERS ON RESERVATION;
- (K) PURCHASE OF FLEXIBLE CHANGE PRODUCT IS NON-REFUNDABLE.
- (L) WHERE ALTERNATE FLIGHT IS AVAILABLE SWOOP RESERVES THE RIGHT TO SUBSTITUTE OR CREDIT AT ITS DISCRETION A LIKE FOR LIKE EXTRA ANCILLARY PRODUCT, SERVICE AND PRIVILEGE IF AN IDENTICAL SELECTION IS NOT AVAILABLE OR IS SOLD OUT ON

THE

NEW FLIGHT SEGMENT.

SERVICES

- (M) IN THE EVENT OF NON-DELIVERY OF MODIFY

WITHIN SWOOP'S CONTROL, SWOOP WILL REFUND THE MODIFY FEE TO ORIGINAL FORM OF PAYMENT UPON REQUEST WITHIN 90 DAYS OF NON-DELIVERY AFTER WHICH NO REFUND WILL BE FORFEITED.

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TAXES

- (A) TAXES IMPOSED BY GOVERNMENTS ARE PAYABLE BY THE PASSENGER AND ARE IN ADDITION TO THE PUBLISHED OR

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CONSTRUCTED FARE.

- (B) AT THE TIME OF THE TICKET PURCHASE, THE PASSENGER WILL BE ADVISED BY THE CARRIER OF ALL THE TAXES APPEARING ON THE TICKET.

- (C) TAXES WILL BE SHOWN SEPARATELY ON THE TICKET.
- (D) THE CONDITIONS UNDER WHICH TAXES ARE IMPOSED, COLLECTED OR REFUNDED ARE ESTABLISHED BY THE TAXING AUTHORITY (DOMESTIC OR FOREIGN) AND IN ALL CASES WHERE A TICKET IS USED, WILL BE RESPECTED. AS A RESULT, THE CARRIER WILL EITHER COLLECT NEW OR HIGHER AMOUNTS OR REFUND ALL OR A PORTION OF THE TAX PAID

BASED

- ON THE CONDITIONS IMPOSED BY THE TAXING AUTHORITY.
- (E) WHEN A TICKET IS PURCHASED BUT NOT USED, NOT USED IN SEQUENCE OF THE PURCHASED ITINERARY, IS FORFEITED OR OTHERWISE MADE VOID THROUGH MISSED CHECK-IN, MISSED BOARDING, DENIED BOARDING AS PER RULE 105(B)(2) FOR PROHIBITED CONDUCT, THE TAXES WILL NO LONGER BE REFUNDABLE AND ARE ENTIRELY FORFEIT.

AREA: TB TARIFF: CGR CXR: WO RULE: 0020

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K METHODS OF PAYMENT

(A) GENERAL

THE FOLLOWING IS A LIST OF PAYMENT OPTIONS ACCEPTED BY THE CARRIER FOR THE PAYMENT OF TICKETS AND SERVICES OFFERED BY THE CARRIER:

(1) CREDIT CARD

(A) FLYSWOOP.COM

VISA, MASTERCARD, AMERICAN EXPRESS, DINERS

CLUB,

DISCOVER, VISA DEBIT

(B) CONTRACT CENTRE

VISA, MASTERCARD, AMERICAN EXPRESS, DINERS

CLUB,

DISCOVER, VISA DEBIT

(C) AIRPORT

VISA, MASTERCARD, AMERICAN EXPRESS, DINERS

CLUB,

DISCOVER, VISA DEBIT

(D) ONBOARD OUR AIRCRAFT

VISA, MASTERCARD, AMERICAN EXPRESS, DINERS

CLUB,

DISCOVER

(2) BANK DEBIT CARD, WHERE FACILITIES PERMIT

(3) SWOOP CREDIT

(4) SWOOP VOUCHERS

(B) FOLLOWING FORMS OF PAYMENT ARE NOT ACCEPTED:

(1) CASH

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(2) CHECKS

- (3) BANK DRAFTS
- (4) MCO - MISCELLANEOUS CHARGE ORDER

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K CURRENCY OF PAYMENT
GENERAL

- (A) CURRENCY PROVISIONS ARE SUBJECT TO GOVERNMENT REGULATIONS AND APPLICABLE FOREIGN EXCHANGE REGULATIONS.
- (B) WHEN TRAVEL COMMENCES IN CANADA, PAYMENTS FOR TICKETS WILL BE IN CANADIAN DOLLARS AT THE CANADIAN FARE, OR ITS EQUIVALENT IN OTHER CURRENCIES CONVERTED TO CANADIAN DOLLARS AT THE BANKER'S BUYING RATE OF EXCHANGE.
- (C) WHEN TRAVEL COMMENCES IN THE UNITED STATES, PAYMENT FOR TICKETS WILL BE IN U.S. DOLLARS AT THE U.S. DOLLAR FARE, OR IN CANADIAN DOLLARS AT THE CANADIAN DOLLAR FARE, OR ITS EQUIVALENT IN OTHER CURRENCIES CONVERTED TO U.S. DOLLARS AT THE BANKERS' BUYING RATE OF EXCHANGE.

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K CLASS OF SERVICE
ECONOMY CLASS OR CLASS Y

- (A) THE ECONOMY CLASS/TOURIST CLASS SECTION WILL BE LOCATED IN THE AREA OF THE AIRCRAFT DESIGNATED BY THE CARRIER AS ECONOMY CLASS.
- (B) ALL SWOOP PASSENGERS ARE SEATED IN AN ECONOMY CLASS SECTION AND WILL BE PROVIDED ECONOMY CLASS SERVICE.
- (C) ECONOMY CLASS SERVICES WILL CONSIST OF:
 - (1) STANDARD FARE
THE STANDARD FARE INCLUDES A RANDOMLY ASSIGNED SEAT AND ONE PERSONAL ITEM.
 - (2) OPTIONAL ANCILLARY FEES ARE APPLICABLE FOR THE FOLLOWING:
 - (A) CHECKED BAGGAGE;
 - (B) CARRY-ON BAGGAGE;
 - (C) SEAT SELECTION;
 - (D) FOOD AND BEVERAGE;

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- (E) THIRD-PARTY PRODUCTS, ANCILLARIES AND PRIVILEGES;
- (F) ADDITIONAL PRODUCTS, SERVICES AND PRIVILEGES

- INCLUDE BUT NOT EXCLUSIVE TO:
(I) FLEXIBLE CHANGE
(II) FLEXIBLE CANCEL
(III) PRIORITY BOARDING
(IV) BUNDLED OPTIONS OFFERING ONE OR MORE OF THE ABOVE.

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K CAPACITY LIMITATIONS
GENERAL

WHEN A RESERVATION FOR SPACE ON A GIVEN FLIGHT IS VALID ONLY

THE AVAILABILITY AND ALLOCATION OF THAT SPACE IS CONFIRMED BY THE CARRIER AND THE PASSENGER HAS PAID THE APPROPRIATE FARE AND A TICKET HAS BEEN ISSUED FOR THAT SPACE. ON ANY GIVEN FLIGHT, THE CARRIER MAY LIMIT THE NUMBER OF PASSENGERS CARRIED AT ANY GIVEN FARE. ALL FARES WILL NOT NECESSARILY BE AVAILABLE ON ALL FLIGHTS. THE NUMBER OF SEATS WHICH THE CARRIER SHALL MAKE AVAILABLE ON A GIVEN FLIGHT WILL BE DETERMINED BY THE CARRIER'S BEST JUDGMENT AS TO THE ANTICIPATED TOTAL NUMBER OF PASSENGERS ON EACH FLIGHT.

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RESERVATIONS

A) GENERAL

IS (1) A RESERVATION FOR SPACE ON A GIVEN FLIGHT IS VALID WHEN THE AVAILABILITY AND ALLOCATION OF THE SPACE

ENTERED INTO THE CARRIERS RESERVATION SYSTEM AND A CONFIRMATION NUMBER/CODE IS OBTAINED WHICH AUTHENTICATES THE RESERVATION.

VALID (2) THE CARRIER WILL ONLY ISSUE A TICKET AGAINST A

RESERVATION. SUBJECT TO PAYMENT OR OTHER SATISFACTORY ARRANGEMENT AND PASSENGER COMPLIANCE WITH THE CHECK-IN TIME LIMITS SET OUT IN PARAGRAPH

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(F) BELOW, A TICKET WILL BE ISSUED TO THE PASSENGER BY THE CARRIER OR AGENT OF THE CARRIER INDICATING THAT THE PASSENGER IS HOLDING CONFIRMED SPACE FOR THE FLIGHT(S) SHOWN ON THE TICKET. THE TICKET WILL ONLY APPLY BETWEEN THE POINTS NAMED ON THE TICKET AND THE FLIGHT COUPONS THAT ARE PRESENTED.

(B) SEAT ASSIGNMENT

COMMENCING

- (1) IF NO SEAT HAS BEEN PRE-SELECTED, SWOOP WILL ASSIGN SEATS RANDOMLY DURING CHECK-IN

24 HOURS BEFORE DEPARTURE;

- (2) SWOOP WILL ATTEMPT TO SEAT PASSENGERS ON THE SAME RESERVATION IN PROXIMITY TO EACH OTHER WHERE POSSIBLE;

- (3) SEATS ARE RANDOMLY ASSIGNED AT NO ADDITIONAL CHARGE. PASSENGERS MAY STILL PURCHASE AS ADVANCED SEAT SELECTION FOR AN ADDITIONAL FEE

IF

AVAILABLE.

- (4) THE CARRIER DOES NOT GUARANTEE THE ASSIGNMENT

OF

THE PASSENGER'S PREFERRED SEAT ON THE AIRCRAFT.

- (5) SEAT ASSIGNMENT FOR CHILDREN

- (A) THE CARRIER WILL MAKE REASONABLE EFFORTS TO ENSURE THAT CHILDREN ARE SEATED WITH THEIR ACCOMPANYING PARENT OR GUARDIAN. THE CARRIER PROVIDES PASSENGERS THE OPTION TO PRE-PURCHASE SEAT SELECTION UP TO 1-HOUR PRIOR TO DEPARTURE BUT THERE IS NO OBLIGATION TO DO SO.

- (B) THE CARRIER'S SUPPLEMENTAL POLICIES WITH REGARDS TO SEAT ASSIGNMENT FOR CHILDREN

ARE:

- (I) IF PASSENGERS DO NOT PRE-PURCHASE SEATS TO THEIR ARRIVAL AT THE AIRPORT, THE CARRIER'S AIRPORT AGENT AT THE CHECK-IN COUNTER WILL ENDEAVOR TO MANUALLY SEAT CHILDREN AND THEIR ACCOMPANYING PARENT OR GUARDIAN TOGETHER.

- (II) IF A MANUAL INTERVENTION IS NOT SUCCESSFUL, THE CARRIER'S AIRPORT AGENT AT THE BOARDING AREA WILL ASK FOR VOLUNTEERS AMONG THE PASSENGERS TO CHANGE SEATS.

- (III) IF NO PASSENGERS VOLUNTEERS, THE CARRIER'S AIRPORT AGENT AT THE BOARDING AREA WILL INFORM THE FLIGHT

ATTENDANT(S)

TO MOVE PASSENGERS AS ABLE.

- (6) ADVANCE SEAT SELECTION

- (A) GENERAL

THE CARRIER OFFERS PASSENGERS THE OPTION OF PAYING A FEE FOR A SPECIFIC SEAT AT THE

TIME

OF BOOKING OR UP TO 1 HOUR PRIOR TO THEIR

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FLIGHTS SCHEDULED DEPARTURE SUBJECT TO THE FOLLOWING:

- (B) ADVANCE SEAT SELECTION IS NOT GUARANTEED, AND MAY NOT BE OFFERED, OR BE SUBJECT TO CHANGE ON SAME FLIGHTS BASED ON OPERATIONAL RESTRICTIONS.
- (C) ADVANCE SEAT SELECTION MAY NOT BE AVAILABLE THROUGH SOME RESERVATION CHANNELS.
- (D) PASSENGERS WITH A DISABILITY REQUIRING SPECIFIC SEATING MAY REQUEST A SEAT BY CONTAINING THE CARRIER'S CONTACT CENTRE.
- (E) FEES

- (I) SEAT SELECTION FEES ARE CALCULATED PER FLIGHT SEGMENT (I.E. AS IDENTIFIED BY A CHANGE IN FLIGHT NUMBER) FOR EACH DIRECTION OF TRAVEL FROM THE ORIGIN TO THE DESTINATION BASED ON TIME OF PURCHASE.

- (II) WHEN SEATS ARE SELECTED ON MULTI-

ITINERARIES OR A ROUND TRIP, THE FEE SHALL BE COLLECTED FOR EACH FLIGHT SEGMENT.

- (III) DIFFERENT SEAT FEES APPLY FOR SEAT BEYOND ROW 18 OF THE AIRCRAFT EXIT ROW AND SEATS WITH EXTRA LEG ROOM.

- (IV) SEAT SELECTION FEES ARE NON-REFUNDABLE EXCEPT WHEN THE ITINERARIY IS CANCELLED WITHIN 24 HOURS OF BOOKING FOR FLIGHTS DEPARTING MORE THAN 7 DAYS FROM THE

SEGMENT

DATE

IS

OF BOOKING OR THE FLIGHT CANCELLATION

WITHIN THE CONTROL OF SWOOP.

SEAT SELECTION FEE

TABLE

SEAT FEES	ATTRIBUTE	AT INITIAL BOOKING	POST BOOKING
FRONT STANDARD	STANDARD SEAT PITCH TOWARD FRONT OF PLANE	FROM \$10	FROM \$20
BACK STANDARD	STANDARD SEAT PITCH TOWARD REAR OF PLANE	FROM \$5	FROM \$10

TABLE

SEAT FEES	ATTRIBUTE	AT INITIAL BOOKING	POST BOOKING
FRONT EXTRA-LEG ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH TOWARD FRONT OF PLANE	FROM \$30	FROM \$50
EXIT ROW	4IN TO 6IN EXTRA	FROM \$24	FROM \$30

ROOM (ELR) SEAT PITCH (SAFETY

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RESTRICTIONS

APPLY)

BACK EXTRA-LEG 4IN TO 6IN EXTRA FROM \$24 FROM \$30

ROOM (ELR) SEAT PITCH TOWARD

REAR OF PLANE

CANADA TO US

AT BOOKING AFTER BOOKING

STANDARD SEATS FROM \$10-60 FROM \$10 TO 75

EXTRA LEGROOM FROM \$24-\$100 FROM \$30-\$200

SEATS

ADVANCED SEAT SELECTION FEES

FRONT EXTRA BACK EXTRA FRONT BACK

EXIT ROW

LEG ROOM LEG ROOM STANDARD STANDARD

\$30-200 \$24-200 \$24-200 \$10-75 \$5-75

(F) CHANGES AND CANCELLATIONS TO ADVANCE SEAT SELECTION

(I) CHANGES TO A SEAT SELECTION ON A

RESERVATION

AFTER A BOOKING HAS BEEN MADE WILL REQUIRE PAYMENT OF THE SEAT FEE DIFFERENCE.

(II) THE CARRIER RESERVES THE RIGHT TO CANCEL OR CHANGE THE SELECTED SEAT(S) ON ANY SEGMENT(S) FOR WHICH FEES HAVE PAID, AT ANY TIME FOR ANY REASON, WITHOUT NOTICE TO ANY PASSENGERS AFFECTED THEREBY. THE CARRIER RESERVES THE RIGHT TO ACCOMMODATE AFFECTED PASSENGER(S) WITH SEATING IN COMPARABLE SEAT(S), OR THE BEST SEAT(S) AVAILABLE AT THE TIME AT CARRIER'S DISCRETION, OR TO PROVIDE A NON-REFUNDABLE CREDIT OR REFUND FOR THE FEES ASSOCIATED WITH THE SEAT(S)

(C) PASSENGER CANCELLATION OF RESERVATIONS

ALL RESERVATIONS (TOTAL FARE INCLUDING TAXES AND FEES) ARE REFUNDABLE TOWARD A SWOOP CREDIT MORE THAN 24 HOURS BEFORE DEPARTURE SUBJECT TO CONDITIONS LISTED BELOW SUBJECT TO CANCELLATION FEE AND FORFEITURE OF PREPAID ANCILLARY FEES.

ALL RESERVATIONS (TOTAL FARE INCLUDING TAXES AND FEES) ARE NON-REFUNDABLE LESS THAN 72 HOURS BEFORE THE

PLANNED

DEPARTURE OF THE FLIGHT. NO CHANGES TO A RESERVATION ARE PERMITTED UNLESS OPTIONAL MODIFY FLEXIBLE CHANGE

HAS

BEEN PRE-PURCHASED.

(1) CANCELLATION INCUR A \$100 CAD FEE PER BOOKING PER

PASSENGER.

- (2) THE REMAINING BALANCE OF THE RESERVATION WILL BE ISSUED TO THE PASSENGER IN THE FORM OF A SWOOP CREDIT AND WILL INCLUDE ALL AMOUNTS PAID BY THE PASSENGER IN ASSOCIATION WITH THE FARE INCLUDING REFUNDABLE FEES CHARGES SURCHARGES AND TAXES

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APPLICATION TO THE FARE LESS ANY CANCELLATION FEES AND THE OPTIONAL EXTRA ANCILLARY PURCHASED. THE SWOOP CREDIT SHALL BE VALID FOR 90 DAYS FROM THE DATE OF ITS CREATION.

- (3) CANCELLATIONS MADE WITHIN 24 HOURS OF ORIGINAL BOOKING FOR FLIGHTS DEPARTING MORE THAN 7 DAYS FROM THE DATE OF TRAVEL SHALL BE ELIGIBLE FOR A REFUND

TO

THE ORIGINAL FORM OF PAYMENT.

- (4) THE CARRIER WILL CANCEL RESERVATIONS OF ANY

PASSENGER

- (A) TO COMPLY WITH ANY GOVERNMENT REGULATIONS; OR,
- (B) DUE TO AN EVENT OF FORCE MAJEURE

- (D) PASSENGER'S RESPONSIBILITY

THE PASSENGER MUST ARRIVE AT THE AIRPORT WITH

SUFFICIENT

TIME TO COMPLETE CHECK-IN GOVERNMENT FORMALITIES, SECURITY CLEARANCE AND THE DEPARTURE PROCESS WHILE MEETING THE TIME LIMIT DETAILED IN (F) BELOW, FLIGHTS WILL NOT BE DELAYED FOR PASSENGERS WHO HAVE NOT COMPLETED ANY OF THESE PRE-BOARDING REQUIREMENTS. THE CARRIER WILL NOT BE LIABLE FOR LOSS OR EXPENSE DUE TO THE PASSENGER'S FAILURE TO COMPLY WITH THE PROVISION.

- (E) FAILURE TO OCCUPY SEAT

IF THE PASSENGER DOES NOT OCCUPY SPACE WHICH HAS BEEN RESERVED BY/FOR HIM/HER AND THE CARRIER IS NOT NOTIFIED OF THE CANCELLATION OF SUCH RESERVATION UP TO AND UNTIL THE SCHEDULED DEPARTURE OF THAT PARTICULAR FLIGHT THE CARRIER WILL CANCEL ALL CONTINUING OR RETURN RESERVATIONS HELD BY THE PASSENGER AND WILL NOT BE LIABLE FOR DOING SO OTHER THAN TO REFUND THE

PASSENGER'S

TICKET IN ACCORDANCE WITH THE APPLICABLE RULE AND RULE 125(C) VOLUNTARY REFUNDS.

- (F) CHECK-IN TIME LIMITS

TRAVEL	RECOMMENDED	CHECK-IN	BOARDING GATE
	CHECK-IN TIME	BAGGAGE DROP	DEADLINE
		OFF DEADLINE	
	*	**	***
TO/FROM THE	60 MINUTES	60 MINUTES	35 MINUTES
U.S.			

INTERNATIONAL 120 MINUTES 60 MINUTES 35 MINUTES
NOTE: CHECK IN AND BAGGAGE DROP OFF MUST BE COMPLETED AT
LEAST 60 MINUTES PRIOR TO DEPARTURE.

*RECOMMENDED CHECK-IN TIME: TO ENSURE THAT THE PASSENGER
HAS PLENTY OF TIME TO CHECK-IN, DROP OFF CHECKED BAGGAGE

AND

PASS THROUGH SECURITY, THE ABOVE TABLE SETS OUT HOW MUCH IN
ADVANCE OF THE FLIGHT'S DEPARTURE TIME THE PASSENGER SHOULD
CHECK-IN.

**CHECK-IN AND BAGGAGE DROP-OFF DEADLINE: THE PASSENGER
MUST HAVE CHECKED IN OBTAINED THEIR BOARDING PASS AND
CHECKED ALL BAGGAGE AT THE BAGGAGE DROP-OFF COUNTER BEFORE
THE CHECK-IN DEADLINE FOR THEIR FLIGHT.E.G. IF THE

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PASSENGER'S FLIGHT TO A U.S. CITY LEAVES AT 7.00 A.M.,, THE
PASSENGER IS REQUIRED TO HAVE CHECKED IN AND CHECKED ALL
BAGGAGE WITH CARRIER BY 6.00 A.M. (60 MINUTES BEFORE THEIR
FLIGHT)

*** (BOARDING GATE DEADLINE: THE PASSENGER MUST BE

AVAILABLE

FOR BOARDING AT THE BOARDING GATE BY THE THE BOARDING GATE
DEADLINE TO ALLOW TIME FOR DOCUMENT VERIFICATION.
IF THE PASSENGER FAILS TO MEET THE TIME LIMITS SPECIFIED IN
THE ABOVE CHART, SWOOP MAY REASSIGN ANY PRE-RESERVED SEAT
AND/OR CANCEL THE RESERVATION OF THE PASSENGER AND THE
CARRIER MAY NOT BE ABLE TO TRANSPORT THE PASSENGER'S
BAGGAGE. THE CARRIER IS NOT LIABLE TO THE PASSENGER FOR
LOSS OR EXPENSE DUE TO THE PASSENGER'S FAILURE TO COMPLY
WITH THIS PROVISION.

NOTE: IT IS RECOMMENDED THAT THE PASSENGER PROVIDE THE
CARRIER WITH A POINT OF CONTACT (E-MAIL ADDRESS AND/OR
TELEPHONE NUMBERS) IN CASE THE CARRIER MUST COMMUNICATE

WITH

THE PASSENGER PRIOR TO HIS/HER DEPARTURE OR AT ANY POINT
DURING THE PASSENGER'S ITINERARY. SWOOP WILL MAKE A
REASONABLE EFFORT TO INFORM ITS PASSENGERS OF ANY DELAYS
SCHEDULE CHARGES (SEE RULE 90(B) (4) .

(G) PRIORITY BOARDING

PRIORITY BOARDING IS AN OPTIONAL ANCILLARY SERVICE FEE
THAT ALLOWS BOARDING OF THE AIRCRAFT AFTER PRE-BOARDING
AND PRIOR TO GENERAL BOARDING

(A) PRIORITY BOARDING FEES ARE NON-REFUNDABLE EXCEPT IF
THE BOOKING IS CANCELLED WITHIN 24 HOURS OF BOOKING
AND OUTSIDE 7 DAYS OF DEPARTURE.

(B) THE FEE FOR PRIORITY BOARDING IS AS FOLLOWS:

(I) BOOKING (WEB MOBILE CONTACT CENTRE) \$10

(II) MANAGE BOOKING (WEB MOBILE CONTACT CENTRE) \$15

(III) ONLINE CHECK-IN \$20

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K ROUTINGS

(A) APPLICATION

- (1) A ROUTING IS APPLICABLE ONLY TO THE FARES WHICH ARE SPECIFICALLY ASSOCIATED WITH IT.
- (2) A ROUTING MAY BE TRAVELLED VIA ANY OR ALL CITIES NAMED IN THE ROUTING DIAGRAM UNLESS OTHERWISE RESTRICTED.
- (3) ALL OF THE APPLICABLE ROUTING MAY RESULT IN NON-TRAVEL.

STOP

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- BAGGAGE ACCEPTANCE

(A) APPLICABILITY

- (1) THIS RULE APPLIES TO TRANSPORTATION OF BAGGAGE.

THE

CARRIER WILL ONLY TRANSPORT BAGGAGE TO THE DESTINATION OF THE FLIGHT. ALL CHECKED BAGGAGE

MUST

HAVE A BAGGAGE IDENTIFICATION TAG. ALL UNCHECKED BAGGAGE SHOULD HAVE A TAG WITH THE PASSENGER'S

NAME,

ADDRESS AND TELEPHONE NUMBER.

- (2) UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS WILL BE CONSIDERED TO BE PROPERTY OF THE PASSENGER WHO IS

IN

POSSESSION OF THE BAGGAGE AT THE TIME OF EMBARKATION.

- (B) GENERAL CONDITIONS OF ACCEPTANCE OF CHECKED AND UNCHECKED BAGGAGE

OR

- (1) THE CARRIER RESERVES THE RIGHT TO REFUSE TO BOARD

TRANSPORT ANY GOODS OR BAGGAGE WHICH, IN THE CARRIER'S SOLE DISCRETION ARE NOT APPROPRIATELY PACKAGED FOR FLIGHT OR WHICH ARE OTHERWISE UNSUITABLE FOR FLIGHT.

TRANSPORTATION

- (2) THE CARRIER WILL GENERALLY ACCEPT FOR

APPROPRIATE

AS BAGGAGE ANY GOOD THAT IS NECESSARY OR

FOR THE WEAR, USE, COMFORT OR CONVENIENCE OF THE PASSENGER FOR THE PURPOSE OF THE TRIP, SUBJECT TO THE FOLLOWING:

- (3) CHECKED BAGGAGE

- (A) ONCE THE CARRIER TAKES POSSESSION OF THE

PASSENGER'S CHECKED BAGGAGE THE CARRIER WILL ISSUE A BAGGAGE IDENTIFICATION TAG FOR EACH PIECE OF CHECKED BAGGAGE. A PORTION OF THIS TAG WILL BE PROVIDED TO THE PASSENGER AND EACH BAG WILL BE AFFIXED WITH THE CORRESPONDING REMAINING PORTION OF THE TAG.

- (B) CHECKED BAGGAGE WILL BE CARRIED ON THE SAME AIRCRAFT AS THE PASSENGER UNLESS THE BAGGAGE IS DELAYED OR THE CARRIER DECIDES THAT IT IS IMPRACTICAL TO CARRY THE BAGGAGE ON THE SAME AIRCRAFT. IN CASE OF DELAY, THE CARRIER WILL TAKE NECESSARY STEPS TO INFORM THE PASSENGER ON THE STATUS OF THE BAGGAGE AND ARRANGE TO

DELIVER

THE BAGGAGE TO THE PASSENGER AS SOON AS POSSIBLE.

- (C) FOR INFANTS, THE CARRIER WILL PERMIT A SMALL DIAPER BAG, APPROVED CHILD RESTRAINT SYSTEM, PLAYPEN AND/OR SUBJECT TO THE TERMS AND CONDITIONS OF RULE 55(B) (3) (E).

- (D) CHECKED BAG FEES ARE NON-REFUNDABLE EXCEPT IF

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THE BOOKING IS CANCELLED WITHIN 24 HOURS OF BEING MADE FOR FLIGHTS DEPARTING MORE THAN 7 DAYS FROM THE DATE OF BOOKING.

- (E) THE CARRIER ACCEPTS (BASED ON AVAILABLE SPACE).

- (I) AT FIRST, SECOND, THIRD OR FOURTH PIECE OF CHECKED BAGGAGE WITHIN THE WEIGHT AND SIZE LIMITS DEFINED IN THIS SECTION WHICH WILL

BE

CHARGED ACCORDING TO THE FEE TABLES BELOW. CARRIER RESERVES THE RIGHT TO LIMIT CHECKED BAGGAGE TO SELECT DESTINATION BASED ON AIRCRAFT LOAD CAPACITY LIMITATIONS.

- (II) OVERSIZED BAGGAGE IN EXCESS OF THE COMBINED DIMENSIONS OF 157 CM (62 INCHES) BUT NOT EXCEEDING 203 CM (80 INCHES) WILL BE ACCEPTED TO/FROM ALL DESTINATIONS SUBJECT

TO

THE FEES IN THE TABLE BELOW. BAGGAGE WITH COMBINED DIMENSIONS EXCEEDING 203 CM (80 INCHES) WILL NOT BE ACCEPTED FOR TRANSPORT

- (III) OVERWEIGHT BAGGAGE MORE THAN 23 KG (50 LBS) BUT NOT EXCEEDING 45 KG (100 LBS) WILL BE ACCEPTED TO ALL DESTINATIONS SUBJECT TO THE FEES IN THE TABLES BELOW. BAGGAGE OVER 45

KG

(100 LBS) WILL NOT BE ACCEPTED.

- (IV) COMBINED EXCESSES: AN ITEM OF BAGGAGE THAT EXCEEDS THE BAGGAGE ALLOWANCE AND IS OVERSIZE OR OVERWEIGHT WILL BE SUBJECT TO ALL APPLICABLE COMBINATIONS OF THE FEE.
- (V) SWOOP RECOMMENDS ALL BAGGAGE MUST HAVE A BAGGAGE TAG ATTACHED WITH THE PASSENGER'S CURRENT NAME ADDRESS AND CONTACT TELEPHONE
- (VI) CHECKED BAGGAGE MAY WEIGH UP TO 23 KG (50 LBS) WITH COMBINED LENGTH PLUS WIDTH PLUS HEIGHT DIMENSIONS OF 157 CM (62IN). SEE

FOR
BAGGAGE.

ACCEPTANCE OF ADDITIONAL AND EXCESS

THE

- (VII) FOR INFANTS, LAP-HELD OR IN A PAID SEAT, CARRIER PERMITS UP TO ONE (1) SMALL CARRY-ON DIAPER BAG TO BE STORED UNDER SEAT AND ONE (1) INFANT CHILD RESTRAINT SYSTEM (APPROVED CAR SEAT) TO BE CHECKED OR PLACED IN THE PAID SEAT AT NO CHARGE;

THE

- (VIII) FOR INFANTS, LAP-HELD OR IN A PAID SEAT, CARRIER WILL PERMIT UP TO TWO (2) ADDITIONAL CHILD/INFANT EQUIPMENT ITEMS (SUC AS

PLAYPEN

OR STROLLER) AT THE RATE LISTED HEREAFTER WITH ADDITIONAL BAGGAGE ITEMS IN EXCESS OF THE INFANT ALLOWANCE BEING CHARGED AT THE STANDARD CHECKED BAGGAGE AMOUNT APPLICABLE FOR THE DATE OF TRAVEL AS OUTLINED IN RULE 55 (B) (3) (E) 9 (XI).

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	INFANT EQUIPMENT AND BAG FEES				
	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/MOBILE) *	CHECK-IN AT (ARPT) **	AT THE GATE
PERSONAL BAG*/DIAPER BAG	FREE	FREE	FREE	FREE	FREE
INFANT CHD RESTRAINT (CAR SEAT)	FREE	FREE	FREE	FREE	FREE
INFANT EQUIP. BAG (EACH PIECE)	\$21	\$26	\$30	\$34	\$39
MAXIMUM SIZE OF	41 CM X 15 CM X 33 CM (16 IN X 6 IN X 13 IN)				

- (IX) ARTICLES OF BAGGAGE OR GOODS WILL NOT BE CARRIED WHEN SUCH ARTICLES ARE LIKELY TO ENDANGER THE AIRCRAFT, PERSONS OR PROPERTY

ARE LIKELY TO BE DAMAGED BY AIR CARRIAGE,
ARE UNSUITABLY PACKED, OR THE CARRIAGE OF
WHICH WOULD VIOLATE THE LAWS, REGULATIONS

OR

ORDER OF COUNTRIES OF POSSESSIONS TO BE
FLOWN FROM, INTO, OR OVER.

(X) CHECKED BAGGAGE FEES ARE REFUNDABLE TO THE
ORIGINAL FORM OF PAYMENT IN THE EVENT OF AN
ITINERARY CANCELLATION MADE WITHIN 24 HOURS
OF RESERVATION CONFIRMATION WHERE THE
SCHEDULED DEPARTURE OF THE FIRST FLIGHT IS
SEVEN (7) DAYS OR MORE AFTER THE DATE OF
RESERVATION CONFIRMATION. ALL CHECKED
BAGGAGE FEES ARE OTHERWISE NONREFUNDABLE

AND

NON-CREDITABLE.

(XI) EXCEPT AS OUTLINED HEREIN, ALL BAGGAGE REQUIRES
PAYMENT OF A FEE. PASSENGERS ARE REQUIRED TO
PAY BAGGAGE FEES AS OUTLINED BELOW FOR EACH
CHANNEL TYPE.

CHECKED BAGGAGE FEES

CHECKED BAGGAGE FEES

	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT THE GATE
1ST BAG	\$35	\$40	\$45	\$50	\$80
2ND BAG	\$50	\$55	\$60	\$65	N/A
3RD/4TH BAG (EACH PIECE)	\$100	\$105"	\$110"	\$115@	N/A

"MANAGE BOOKING" AVAILABLE VIA SWOOP MOBILE APP AND
FLYSWOOP.COM, ALLOWING ITINERARY ACCESS FROM TIME

OF

INITIAL BOOKING TO CHECK-IN TO PURCHASE BAGGAGE.
*AVAILABLE UP TO 60 MINUTES BEFORE SCHEDULED
DEPARTURE TIME.

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**AVAILABLE BETWEEN 3 HOURS AND 60 MINUTES BEFORE
THE SCHEDULED DEPARTURE TIME.

"FOR FLIGHTS OPERATED WHERE AIRCRAFT LOAD
LIMITATIONS ARE EXCEEDED, FEE IS \$200 AND
COMMUNICATED CLEARLY AT TIME OF PURCHASE.
@FOR FLIGHTS OPERATED WHERE AIRCRAFT LOAD
LIMITATIONS ARE EXCEEDED, FEE IS \$225 AND
COMMUNICATED CLEARLY AT TIME OF PURCHASE.

NOTE 1: IN THE EVENT THAT A BAG IS LOST, PASSENGERS
WILL BE REIMBURSED FOR THEIR BAGGAGE FEE

ADDITION

*

(NOT INCLUDING EXCESS VALUATION) IN

TO SETTLEMENT FOR THE LOSS OF BAGGAGE.

NOTE 2: IN ADDITION TO ANY OTHER APPLICABLE BAGGAGE FEE EACH OVERWEIGHT BAG WILL BE CHARGED A FEE OF \$100 CAD PER PIECE.

NOTE 3: IN ADDITION TO ANY OTHER APPLICABLE BAGGAGE FEE ANY OVERSIZE BAGGAGE WILL BE CHARGED A FEE OF \$100 CAD PER PIECE.

(4) ACCEPTANCE OF CARRY-ON BAGGAGE

(1) ALL CARRY-ON BAGGAGE MUST BE STORED IN AN OVERHEAD BIN OR PLACED COMPLETELY UNDER THE

SEAT

DIRECTLY IN FRONT OF THE PASSENGER. THE

CARRIER

CAN ACCEPT ONE (1) PERSONAL ITEM PER FARE PAYING PASSENGER FREE OF CHARGE. THE ITEM MAY NOT EXCEED THE APPLICABLE MEASUREMENTS OUTLINED BELOW.

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PERSONAL ITEM MAXIMUM SIZE OF 41 CM X 15 CM

CM (16 IN X 6 IN X 13 IN).

(2) THE CARRIER CAN ALSO ACCEPT ONE (1) CARRY ON ITEM PER FARE PAYING PASSENGER FOR A CHARGE ACCORDING TO THE FEE TABLE BELOW. CARRY-ON BAGGAGE FEES ARE OTHERWISE NON-REFUNDABLE. THE ITEM MAY NOT EXCEED THE APPLICABLE MEASUREMENTS OUTLINED BELOW.

CARRY-ON ITEM: MAXIMUM SIZE OF 53 CM X 23 CM X 38 CM (21 IN X 9 IN X 15 IN).

(3) BAGGAGE FEE TABLE

CARRY-ON BAGGAGE FEES				
INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB MOBILE)*	CHECK-IN (AIRPORT)**	AT THE GATE
\$35	\$40	\$45	\$50	\$85
*AVAILABLE BETWEEN 24 HOURS AND 60 MINUTES BEFORE				

SCHEDULED

DEPARTURE TIME.

**AVAILABLE BETWEEN 3 HOURS AND 60 MINUTES BEFORE THE SCHEDULED DEPARTURE TIME.

IN THE INTEREST OF PASSENGER SAFETY WITHIN THE CABIN, THE CARRIER ALSO RESERVES THE RIGHT TO CHECK ANY CARRY-ON BAGGAGE THAT DOES NOT FIT DUE TO AIRCRAFT OPERATING

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LIMITATIONS OR LACK OF OVERHEAD BIN SPACE WITHIN THE CABIN. IF A PASSENGER EXCEEDS THE MAXIMUM NUMBER OF BAGS PERMITTED AND/OR THE MAXIMUM WEIGHT ALLOWED FOR EACH BAG OR THE

MAXIMUM DIMENSIONS PERMITTED FOR EACH CHECKED OR CARRIED ON BAG THE PASSENGER WILL BE SUBJECT TO EXCESS BAGGAGE

CHARGES.

NOTE: THIS PROVISION DOES NOT APPLY TO AIDS FOR PERSONS WITH DISABILITIES (SEE RULE 71(F)).

THE

THE PASSENGER'S NAME AND POINT OF CONTACT MUST APPEAR ON

BAGGAGE. IT IS RECOMMENDED THAT THE NAME AND POINT OF CONTACT ALSO BE INCLUDED INSIDE THE BAGGAGE.

(C) COLLECTION AND DELIVERY OF BAGGAGE

- (1) THE PASSENGER HAS THE RIGHT TO RETRIEVE HIS OR HER BAGGAGE WITHOUT DELAY
- (2) ONLY THE PASSENGER WHO WAS GIVEN A BAGGAGE IDENTIFICATION TAG WHEN THE CARRIER TOOK POSSESSION OF THE IS ENTITLED TO ACCEPT DELIVERY OF THE BAGGAGE.
- (3) IF THE PASSENGER CLAIMING THE CHECKED BAGGAGE IS UNABLE TO PRODUCE HIS/HER PORTION OF THE BAGGAGE IDENTIFICATION TAG AND IDENTIFY THE BAGGAGE BY

MEANS

OF ITS BAGGAGE IDENTIFICATION TAG, THE CARRIER MUST RECEIVE SATISFACTORY PROOF THAT THE BAGGAGE BELONGS TO THE PASSENGER IN QUESTION BEFORE DELIVERING THE BAGGAGE TO THE PASSENGER.

- (4) ACCEPTANCE OF THE BAGGAGE WITHOUT COMPLIANT, WITHIN THE TIME LIMITS STIPULATED IN RULE 121(C) BY THE PASSENGER IN POSSESSION OF THE BAGGAGE IDENTIFICATION TAG IS EVIDENCE THAT THE CARRIER THE BAGGAGE IN GOOD CONDITION AND IN ACCORDANCE WITH THIS TARIFF.

(D) EXCESS BAGGAGE

BAGGAGE WILL BE ACCEPTED BY THE CARRIER UPON PAYMENT OF APPLICABLE CHARGES. THE CHARGE FOR THE EXCESS BAGGAGE IS PAYABLE PRIOR TO DEPARTURE AT THE POINT OF CHECK-IN AS PER FEE TABLE IN RULE 55(B).

SPORTING EQUIPMENT IS CONSIDERED PART OF THE CHECKED BAGGAGE ALLOWANCE. THE CARRIER SHALL COLLECT ALL ADDITIONAL FEES FOR CHECKED SPORTING EQUIPMENT THAT EXCEED THE CHECKED BAGGAGE ALLOWANCE FOR SIZE AND

WEIGHT

(UNLESS OTHERWISE NOTED BELOW) AS PER RULE 55. IN ALL CASES, THE BAGGAGE MUST CONTAIN THE EQUIPMENT NOTED.

- (A) FISHING EQUIPMENT - COLLAPSIBLE FISHING RODS CAN BE PERMITTED AS CARRY-ON BAGGAGE. A FISHING ROD AS CHECKED BAGGAGE MUST BE PACKED IN A RIGID OR HARD-SHELL CONTAINER. MORE THAN ONE FISHING ROD

CAN

BE PACKED IN THE SAME CONTAINER. A SET CONSISTS OF

A

FISHING ROD CONTAINER AND A TACKLE BOX. OVERSIZE FEE IS WAIVED. OVERWEIGHT FEES APPLY.

- (B) BICYCLE AND HELMET - A MAXIMUM OF ONE BICYCLE AND

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ONE HELMET ARE ALLOWED PER PASSENGER. A BICYCLE MUST BE PACKED FLAT IN A BICYCLE BAG OR BOXES. CARRIER MAY REFUSE CARRIAGE OF IMPROPER PACKAGED BICYCLES. OVERSIZE AND OVERSIZED FEES APPLY.

(C) FOOTBALL EQUIPMENT - A SET OF CLEATS, A FOOTBALL, FOOTBALL HELMET, KNEE PADS, AND SHOULDER PADS. OVERWEIGHT AND OVERSIZED FEE WAIVED.

(D) GOLF EQUIPMENT - GOLF EQUIPMENT MUST BE PACKED IN A CONTAINER SPECIALLY DESIGNED FOR SHIPPING OR IN A BAG WITH AN ATTACHED HOOD. TRIPPED LEGS ON GOLF BAGS MUST BE SECURED OR TAPED TO THE GOLF BAG. A SET CONSISTS OF GOLF BALL, GOLF CLUBS, AND GOLF SHOES. OVERSIZE FEE WAIVED. OVERWEIGHT FEES

APPLY.

(E) HOCKEY EQUIPMENT (OR RINGETTE, LACROSSE) - A SET CONTAINS A HELMET, PUCK/RING/BALL, STICKS, PADS,

AND

SKATES/CLEATS/SHOES. OVERWEIGHT AND OVERSIZED FEE WAIVED.

(F) SNOW SKI EQUIPMENT - SKIS MUST BE PACKED FOR SHIPPING TO PREVENT DAMAGE. A SET CONSISTS OF A PAIR OF SKIS, A PAIR OF SKI POLES, HELMET, A PAIR

OF

BOOTS (WHICH CAN BE CHECKED IN A SEPARATE BOOT

BAG) .

OVERSIZE FEE IS WAIVED. OVERWEIGHT FEES APPLY.

(G) SNOWBOARD EQUIPMENT - THE SNOWBOARD MUST BE PACKED FOR SHIPPING TP PREVENT DAMAGE. A SET CONSISTS OF; A SNOWBOARD, HELMET, A PAIR OF BOOTS (WHICH CAN BE CHECKED IN A SEPARATE BOOT BAG). OVERSIZE FEE IS WAIVED. OVERWEIGHT FEES APPLY.

(H) WATER SKI EQUIPMENT - THE WATER SKI EQUIPMENT MUST BE PACKED FOR SHIPPING TO PREVENT DAMAGE. A SET CONSISTS OF TWO WATER SKIS, OVERSIZE FEE IS WAVED. OVERWEIGHT FEES APPLY.

NOTE: THIS PROVISION DOES NOT APPLY TO AIDS FOR PERSONS WITH DISABILITIES (SEE RULE 1(F)

(E) ITEMS UNACCEPTABLE AS BAGGAGE

THE FOLLOWING ITEMS ARE UNACCEPTABLE AS BAGGAGE AND

WILL

NOT BE TRANSPORTED BY THE CARRIER.

(1) ITEMS WHICH ARE FORBIDDEN TO BE CARRIED BY THE APPLICABLE LAWS, REGULATIONS OR ORDERS OF ANY COUNTRY TO BE FLOWN FROM, TO OR OVER.

(2) ITEMS WHICH ARE LIKELY TO ENDANGER THE AIRCRAFT OR PERSONS OR PROPERTY ON BOARD THE AIRCRAFT. THESE UNACCEPTABLE ITEMS ARE SPECIFIED IN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF

DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR
TRANSPORT ASSOCIATION (IATA) DANGEROUS GOODS
REGULATIONS.

- (3) ITEMS, WHICH IN THE CARRIER'S OPINION, ARE
UNSUITABLE FOR CARRIAGE BECAUSE OF THEIR WEIGHT,

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SIZE OR CHARACTER, FOR EXAMPLE, FRAGILE OR
PERISHABLE ITEMS.

- (4) LIVE ANIMALS EXCEPT AS PROVIDED IN RULE 75,
ACCEPTANCE OF ANIMALS (SERVICE ANIMALS AND PETS)
- (5) FIREARMS AND AMMUNITION OTHER THAN FOR HUNTING OR
SPORTING PURPOSES ARE PROHIBITED FROM CARRIAGE AS
BAGGAGE. FIREARMS AND AMMUNITION FOR HUNTING AND
SPORTING PURPOSES WILL BE ACCEPTED AS CHECKED
BAGGAGE PROVIDED THE FIREARMS ARE NOT LOADED, THE
SAFETY CATCH IS IN THE "ON" POSITION AND THE
FIREARMS ARE SUITABLY PACKED. THE CARRIAGE OF
AMMUNITION IS SUBJECT TO THE ICAO AND IATA
REGULATIONS MENTIONED IN (E) (2) ABOVE.
- (6) WEAPONS SUCH AS AN ANTIQUE FIREARMS, SWORDS, KNIVES
AND OTHER SIMILAR ITEMS MAY BE ACCEPTED AS CHECKED
BAGGAGE AT THE CARRIER'S DISCRETION, PROVIDED THEY
ARE SUITABLY PACKED.
- (7) THE PASSENGER SHALL NOT INCLUDE IN THE CHECKED
BAGGAGE FRAGILE OR PERISHABLE ITEMS, MONEY,

JEWELRY,

PRECIOUS METALS, SILVERWARE, NEGOTIABLE PAPERS,
SECURITIES OR OTHER VALUABLES, BUSINESS DOCUMENTS,
SAMPLES, PASSPORTS AND OTHER IDENTIFICATION
DOCUMENTS.

- (F) RIGHT TO REFUSE CARRIAGE OF BAGGAGE
THE CARRIER WILL REFUSE TO CARRY AS CHECKED BAGGAGE ANY
BAG THAT THE CARRIER HAS DISCOVERED TO CONTAIN ANY
UNACCEPTABLE ITEM MENTIONED IN (E) ABOVE AND WHEN THE
PASSENGER FAILS TO PROVIDE THE CARRIER WITH PRIOR

NOTICE

THAT THEY WISH TO CARRY SUCH AN ITEM IN THEIR BAGGAGE.

- (2) THE CARRIER WILL AT HIS SOLE DISCRETION, REFUSE TO
CARRY ANY BAGGAGE BECAUSE OF ITS SIZE SHAPE WEIGHT
OR CHARACTER.
- (3) UNLESS ADVANCE ARRANGEMENTS HAVE BEEN MADE WITH THE
CARRIER, THE CARRIER MAY CARRY ON LATER FLIGHTS
BAGGAGE WHICH IS IN EXCESS OF THE FREE BAGGAGE
ALLOWANCE.
- (4) THE CARRIER WILL REFUSE TO CARRY CHECKED BAGGAGE IF
IT DETERMINES THAT THE BAGGAGE HAS NOT BEEN

PROPERLY

AND SECURELY PACKED IN SUITABLE SUITCASES OR

CONTAINERS.

NOTE: THIS POSITION DOES NOT APPLY TO AIDS FOR PERSONS WITH DISABILITIES.

SEE RULE 1 (F)

(G) RIGHT OF SEARCH

SEARCH

THE CARRIER MAY REQUEST THE PASSENGER TO PERMIT A

TO BE CONDUCTED OF HIS/HER PERSON AND BAGGAGE. THE CARRIER MAY SEARCH BAGGAGE IN THE PASSENGER'S ABSENCE. THE PURPOSE OF ANY SEARCH IS TO ENSURE AIRCRAFT AND PASSENGER SAFETY, SECURITY AND TO DETERMINE WHETHER THE

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PASSENGER IS IN POSSESSION OF OR THE BAGGAGE CONTAINS ITEMS MENTIONED IN (E) ABOVE OR ANY ARMS OR AMMUNITION WHICH HAVE NOT BEEN PRESENTED TO THE CARRIER. IF THE PASSENGER REFUSES TO COMPLY WITH THE REQUEST FOR

SEARCH,

THE CARRIER MAY REFUSE TO CARRY THE PASSENGER AND/OR HIS/HER BAGGAGE.

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K ACCEPTANCE OF CHILDREN FOR TRAVEL

A) GENERAL

- (1) INFANTS AND CHILDREN UNDER 12 YEARS OF AGE, ACCOMPANIED IN THE SAME CABIN BY A PASSENGER 12 YEARS OF AGE OR OLDER, WILL BE ACCEPTED FOR TRANSPORTATION.
- (2) PERSONS ENTRUSTED WITH THE CARE OF INFANTS AND CHILDREN MUST BE CAPABLE OF DISCHARGING THIS DUTY

TRAVEL

- (1) INFANTS UNDER TWO YEARS OF AGE ON THE DATE OF

DO NOT REQUIRE A SEAT.

REQUIRE

- (2) FOR TRAVEL WITHIN CANADA OR BETWEEN CANADA AND THE U.S.A., INFANT UNDER TWO YEARS OF AGE DO NOT

A TICKET.

YEARS

- (3) FOR TRAVEL OTHER THAN WITHIN CANADA OR BETWEEN CANADA AND THE UNITED STATES INFANTS UNDER TWO

OF AGE REQUIRE A TICKET.

- (4) ONLY ONE INFANT UNDER THE AGE OF TWO YEARS MAY BE HELD IN THE LAP OF AN ACCOMPANYING PASSENGER 12 YEARS OF AGE OR OLDER.

- (5) NO SINGLE PASSENGER SHALL BE RESPONSIBLE FOR MORE THAN ONE INFANT WHETHER THE INFANTS IS HELD ON THE

LAP OF AN ACCOMPANYING PASSENGER OR A SEAT HAS BEEN PURCHASED FOR THE INFANT AND THE INFANT IS SECURED IN AN APPROVED CHILD RESTRAINT SYSTEM (CAR SEAT).

- (6) AN INFANT UNDER TWO YEARS OF AGE AT THE TIME OF DEPARTURE BUT REACHING HIS/HER SECOND BIRTHDAY DURING THE CONTINUING/RETURN FLIGHT(S) WILL REQUIRE A SEAT AND MUST PAY THE APPLICABLE FARE FOR THE CONTINUING/RETURN FLIGHT(S).
- (7) INFANTS UNDER TWO YEARS OF AGE OCCUPYING A SEAT

MUST

BE PROPERLY SECURED IN A TRANSPORT CANADA OR UNITED STATES FEDERAL AVIATION ADMINISTRATION (FAA) APPROVED CHILD RESTRAINT DEVICE.

CHILDREN

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- (1) ALL CHILDREN, TWO YEARS OF AGE OR OLDER, MUST BE TICKETED AND ASSIGNED A SEAT.
 - (A) PREFERRED SEAT MAY BE PURCHASED FOR AN ADDITIONAL FEE AS PER OUR ADVANCED SEAT SELECTION GUIDELINES IN RULE 40(B)
 - (B) IF NOT PRE-PURCHASED, SEAT WILL BE ASSIGNED AT TIME OF CHECK-IN AS PER OUR CHILDREN SEAT ASSIGNMENT GUIDELINES IN RULE 40(B)
- (2) ALL CHILDREN, 12 YEARS OF AGE OR OLDER, WILL BE

ABLE
WILL

TO TRAVEL UNACCOMPANIED WITHOUT SUPERVISION AND

BE CONSIDERED TO BE AN ADULT FOR FARE PURPOSES.

- (3) ALL CHILDREN, 12 YEARS OF AGE OR OLDER , MAY ACCOMPANY OTHER INFANTS AND CHILDREN UNDER 12 YEARS OLD AND WILL BE CONSIDERED AS ADULTS FOR THE PURPOSES OF TRAVEL AND WILL BE CHARGED THE APPLICABLE ADULT FARE.

(B) ACCEPTANCE OF INFANTS AND CHILDREN

FOR TRAVEL BETWEEN CANADA AND THE UNITED STATES

AGE	ACCEPTED	CONDITIONS
9 DAYS TO 23 MONTHS (INFANT)	YES	ONLY ONE INFANT IS PERMITTED PER ADULT PASSENGER. THE INFANT MAY TRAVEL FREE OF CHARGE WHEN THE INFANT IS HELD ON AN ACCOMPANYING ADULT'S LAP. AN INFANT FOR WHOM A SEAT IS PURCHASED MUST BE PROPERLY SECURED IN AN APPROVED CHILD RESTRAINT DEVICE AND WILL BE ASSESSED THE APPLICABLE FARE.
2-11 YEARS OLD (CHILD)	YES	THESE PASSENGERS ARE CONSIDERED TO BE A CHILD FOR THE PURPOSE OF

AIR TRAVEL AND WILL PAY THE APPLICABLE ADULT'S FARE IF AVAILABLE WHEN ACCOMPANIED BY A TICKETED PASSENGER 12 YEARS OF AGE OR OLDER FOR THE ENTIRE TRIP. THESE PASSENGERS MUST BE EITHER SUPERVISED BY A PASSENGERS OF 12 YEARS OR OLDER.

THE USE OF AN APPROVED CHILD RESTRAINT DEVICE IS OPTIONAL FOR CHILDREN AGE TWO AND UP.

12 YEARS YES
AND OLDER

THESE PASSENGERS ARE CONSIDERED TO BE ADULTS FOR THE PURPOSE OF AIR TRAVEL AND WILL PAY THE APPLICABLE ADULT FARE.

THESE PASSENGERS ARE ELIGIBLE TO TRAVEL UNACCOMPANIED AND UNSUPERVISED. FURTHERMORE THEY

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MAY ACCOMPANY INFANTS/CHILDREN 9 DAYS TO 11 YEARS OLD.

(C) DOCUMENTATION

- (1) FOR TRAVEL BETWEEN CANADA AND THE UNITED STATES, PASSENGERS UNDER 18 YEARS OF AGE REQUIRE A VALID PASSPORT OR NEXUS CARD.
- (2) IN ADDITION TO THE ABOVE, THE CARRIER MAY REQUIRE PRESENTATION OF THE FOLLOWING DOCUMENTS WHEN CHILDREN ARE ACCOMPANIED BY AN ADULT.
 - (A) DOCUMENTS STABLISHING LEGAL CUSTODY.
 - (B) PARENTAL CONSENT LETTER AUTHORIZING TRAVEL.
 - (C) DEATH CERTIFICATE IF ONE PARENT IS DECEASED.
 - (D) ANY OTHER DOCUMENTATION REQUIRED BY THE COUNTRY OF DESTINATION.

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- K CARRIAGE OF PERSONS WITH DISABILITIES
IN THE CASE OF CODE SHARE, PASSENGERS ARE ADVISED THAT THE CARRIAGE OF PERSONS WITH DISABILITIES RULES APPLICABLE TO THEIR TRANSPORTATION ARE THOSE OF THE CARRIER IDENTIFIED ON YOUR TICKET AND NOT OF THE CARRIER OPERATING THE FLIGHT.
- (A) ACCEPTANCE FOR CARRIAGE
THE CARRIER WILL MAKE EVERY EFFORT TO ACCOMMODATE A PERSON WITH A DISABILITY AND WILL NOT REFUSE TO TRANSPORT A PERSON SOLELY BASED ON HIS/HER DISABILITY. IN INSTANCES WHEN REFUSING TRANSPORTATION TO A PERSON

PROVIDE WITH A DISABILITY IS NECESSARY, THE CARRIER WILL

A WRITTEN EXPLANATION TO THE PERSON FOR THE DECISION TO REFUSE CARRIAGE AT THE SAME TIME OF THE REFUSAL.

- (B) ACCEPTANCE OF DECLARATION OF SELF-RELIANCE EXCEPT FOR APPLICABLE SAFETY-RELATED RULES AND REGULATIONS. SWOOP WILL ACCEPT THE DETERMINATION MADE BY OR ON BEHALF OF A PERSON WITH A DISABILITY AS TO SELF-RELIANCE. ONCE ADVISED THAT HE OR SHE IS SELF-RELIANT, "SWOOP SHALL NOT REFUSE SUCH PASSENGER TRANSPORTATION ON THE BASIS THAT THE PERSON WITH A DISABILITY IS NOT ACCOMPANIED BY A PERSONAL ATTENDANT

OR

BASED ON THE ASSUMPTION THAT THE PASSENGER MAY REQUIRE ASSISTANCE FROM AIRLINE EMPLOYEES IN MEETING THE PASSENGER'S NEEDS SUCH AS ASSISTANCE WITH EATING, USING THE WASHROOM FACILITIES OR ADMINISTERING MEDICATION WHICH ARE BEYOND THE RANGE OF SERVICES THAT ARE

NORMALLY

OFFERED BY SWOOP.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0071

(DESCRIPTION NOT AVAILABL - 70 (CONT)

SEE ALSO: RULE 105(A)(6)(D) REFUSAL TO TRANSPORT PASSENGER'S CONDITION, MEDICAL CLEARANCE

- (C) MEDICAL CLEARANCE
SWOOP WILL NOT AUTOMATICALLY REQUIRE A MEDICAL

CLEARANCE

FOR PERSON WITH DISABILITIES AS A CONDITION OF TRAVEL. RATHER, SWOOP MAY IN GOOD FAITH AND USING ITS

REASONABLE

DISCRETION, DETERMINE THAT A PERSON WITH A DISABILITY REQUIRES MEDICAL CLEARANCE WHERE THEIR SAFETY OR WELL-BEING, IN TERMS OF SUCH THINGS AS ASSISTANCE WITH EATING, USING THE WASHROOM FACILITIES, OR THAT OF OTHER PASSENGERS IS IN QUESTION. WHERE SWOOP REFUSES TO TRANSPORT A PASSENGER FOR SUCH REASONS A WRITTEN EXPLANATION MUST BE PROVIDED AT THE TIME OF REFUSAL. WHEN MEDICAL CLEARANCE IS REQUIRED SWOOP MAY ASSESS A PERSON'S FITNESS TO TRAVEL BASED ON INFORMATION AND/OR DOCUMENTATION SUBMITTED BY THE PERSON WITH A DISABILITY (SUCH AS A NOTE FROM THE PERSON'S PHYSICIAN OF HEALTHCARE PROFESSIONAL).

SEE ALSO: RULE 105(A)(6)(D) REFUSAL TO TRANSPORT PASSENGER'S CONDITION, MEDICAL CLEARANCE.

- (D) ADVANCE NOTICE
WHERE A PASSENGER REQUESTS A SERVICE SET OUT IN THIS RULE AT LEAST 48 HOURS PRIOR TO DEPARTURE. SWOOP WILL PROVIDE THE SERVICE. SUCH REQUESTS SHOULD BE MADE BY THE PASSENGER AT THE TIME OF RESERVATION, AND AS FAR IN

ADVANCE OF TRAVEL AS POSSIBLE. WHERE A PASSENGER REQUESTS A SERVICE LESS THAN 48 HOURS PRIOR TO DEPARTURE, SWOP WILL MAKE A REASONABLE EFFORT TO PROVIDE THE SERVICE.

(E) SEATING RESTRICTION AND ASSIGNMENTS

WHEN A PERSON IDENTIFIES THE NATURE OF HIS OR HER DISABILITY, SWOP WILL INFORM THE PASSENGER OF THE AVAILABLE SEATS THAT ARE MOST ACCESSIBLE AND THEN ESTABLISH WITH THAT PASSENGER AN APPROPRIATE SEAT ASSIGNMENT.

PASSENGERS WITH A DISABILITY WILL NOT BE PERMITTED TO OCCUPY SEATS IN DESIGNATED EMERGENCY EXIT ROWS, OR OTHERWISE IN ACCORDANCE WITH APPLICABLE SAFETY-RELATED RULES AND REGULATIONS.

PERSON WITH DISABILITIES AND THEIR ATTENDANTS, WHO WILL MEET THE PERSONS DISABILITY-RELATED NEEDS WILL BE

SEATED

TOGETHER.

(F) ACCEPTANCE OF AIDS

IN ADDITION TO THE REGULAR BAGGAGE ALLOWANCE, SWOP

WILL

ACCEPT WITHOUT CHARGE AS PRIORITY CHECKED BAGGAGE, MOBILITY AIDS, INCLUDING

- (1) AN ELECTRIC WHEELCHAIR, A SCOOTER OR A MANUALLY OPERATED RIGID-FRAME WHEELCHAIR.
- (2) A MONTHLY OPERATED FOLDING WHEELCHAIR

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AREA: TB TARIFF: CGR CXR: WO RULE: 0071

(DESCRIPTION NOT AVAILABL - 70 (CONT)

- (3) A WALKER, A CANE, CRUTCHES OR BRACES
- (4) ANY DEVICE THAT ASSISTS THE PERSON TO COMMUNICATE AND
- (5) ANY PROSTHESIS OR MEDICAL DEVICE

WHERE SPACE PERMITS, SWOP WILL WITHOUT CHARGE PERMIT THE PERSON TO STORE A MANUALLY OPERATED FOLDING WHEELCHAIR AND SMALL AIDS IN THE PASSENGER CABIN, OR IN A DEDICATED SPACE IN THE CARGO HOLD DURING THE FLIGHT. THE ASSEMBLING AND DISASSEMBLING OF MOBILITY AIDS BY SWOP WITHOUT CHARGE.

BE

WHEELCHAIRS AND MOBILITY AIDS WILL BE THE LAST ITEMS TO BE STOWED IN THE AIRCRAFT HOLD AND THE FIRST ITEMS TO

REMOVED.

DOES

APPLICABLE TO DOMESTIC OPERATIONS: WHERE THE DESIGN OF THE AIRCRAFT THAT HAS FEWER THAN 60 PASSENGER SEATS

NOT PERMIT THE CARRIAGE OF A PERSON'S AID, THE AIR CARRIER IS NOT REQUIRED TO CARRY THE AID. THE CARRIER WILL ADVISE THE PERSON ABOUT TRANSPORTATION

ARRANGEMENTS

THAT AVAILABLE FOR THE AID.

NOTE: FOR PROVISIONS RELATED TO LIMITATIONS OF LIABILITY REGARDING LOSS OF DAMAGE TO, OR DELAY IN DELIVERING MOBILITY AIDS, REFER TO RULE 120(B), (4). MOBILITY AIDS OR RULE 121(B) (4), MOBILITY AIDS.

(G) MANUALLY OPERATED WHEELCHAIR ACCESS

THE CARRIER WILL PERMIT THE PERSON WHO USES A MANUALLY OPERATED WHEELCHAIR TO REMAIN IN THE WHEELCHAIR

- (1) UNTIL THE PERSON REACHES THE BOARDING GATE
- (2) WHERE FACILITIES PERMIT, WHILE THE PERSONS MOVING BETWEEN THE TERMINAL AND THE DOOR OF THE AIRCRAFT.
- (3) WHERE SPACE AND FACILITIES PERMIT, WHILE THE PERSON IS MOVING BETWEEN THE TERMINAL AND THE PASSENGER SEAT.

(H) SERVICE DOGS

THE CARRIER WILL ACCEPT FOR TRANSPORTATION, WITHOUT CHARGE, A SERVICE DOG REQUIRED TO ASSIST A PERSON WITH

A

DISABILITY PROVIDED THAT THE DOG IS PROPERLY HARNESSSED AND CERTIFIED IN WRITING AS HAVING BEEN TRAINED BY A PROFESSIONAL SERVICE ANIMAL INSTITUTION. FOR THE COMFORT OF ALL PASSENGERS, THE CARRIER STAFF WILL DETERMINE, IN CONSULTATION WITH THE PERSON WITH A DISABILITY, WHERE THE PERSON AND SERVICE DOG WILL BE SEATED. THE CARRIER WILL ASSIGN A SEAT TO THE PERSON WHICH PROVIDES SUFFICIENT SPACE FOR THE PERSON AND THE SERVICE DOG AND THE CARRIER WILL PERMIT THE SERVICE DOG TO ACCOMPANY THE PERSON ON BOARD THE AIRCRAFT AND TO REMAIN ON THE FLOOR AT THE PERSON'S PASSENGER SEAT. WHERE THERE IS INSUFFICIENT FLOOR SPACE IN THE SEAT ROW OF THE PERSON'S PASSENGER SEAT, THE CARRIER WILL PERMIT

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THE SERVICE ANIMAL TO REMAIN ON THE FLOOR IN AN AREA WHERE THE CAN STILL EXERCISE CONTROL OVER THE ANIMAL. SEE ALSO: RULE 75 ACCEPTANCE OF ANIMALS (SERVICE ANIMALS AND PETS), AND FOR PROVISIONS RELATED TO LIMITATION OF LIABILITY REGARDING SERVICE ANIMALS,

REFER

TO RULE 129(B) (4). SERVICE ANIMALS OR RULE 121(B) (4), SERVICE ANIMALS.

- (I) SERVICE TO BE PROVIDED TO PERSONS WITH DISABILITIES SWOOP WILL ENSURE THAT SERVICES ARE PROVIDED TO PERSONS WITH DISABILITIES WHEN A REQUEST FOR SUCH SERVICES IS MADE AT LEAST 48 HOURS PRIOR TO DEPARTURE, AND WILL

MAKE

REASONABLE EFFORTS TO ACCOMMODATE REQUESTS NOT MADE

REQUEST
COUNTER;

WITHIN THIS LIMIT. SERVICES TO BE PROVIDED UPON
WILL INCLUDE.

- (1) ASSISTING WITH REGISTRATION AT THE CHECK-IN
- (2) ASSISTING IN PROCEEDING TO THE BOARDING AREA;
- (3) ASSISTING IN BOARDING AND DEPLANING;
- (4) ASSISTING IN STOWING AND RETRIEVING CARRY-ON BAGGAGE AND RETRIEVING CHECKED BAGGAGE
- (5) ASSISTING IN MOVING TO AND FROM AN AIRCRAFT LAVATORY;
- (6) ASSISTING IN PROCEEDING TO THE GENERAL PUBLIC AREA OR, IN SOME CASES, TO A REPRESENTATIVE OF ANOTHER CARRIER;
- (7) TRANSFERRING A PERSON BETWEEN THE PERSON'S OWN MOBILITY AID AND A MOBILITY AID PROVIDED BY THE CARRIER;
- (8) TRANSFERRING A PERSON BETWEEN A MOBILITY AID AND THE PERSON'S PASSENGER SEAT;
- (9) PROVIDING LIMITED ASSISTANCE WITH MEALS, SUCH AS OPENING PACKAGES, IDENTIFYING ITEMS AND CUTTING LARGE FOOD PORTIONS;
- (10) INQUIRING PERIODICALLY DURING A FLIGHT ABOUT A PERSON'S NEEDS; AND
- (11) BRIEFING INDIVIDUAL PASSENGERS WITH DISABILITIES

AND

THEIR ATTENDANT OF EMERGENCY PROCEDURES AND THE LAYOUT OF THE CABIN.

- (J) BOARDING AND DEPLANING
WHERE A PERSON WITH A DISABILITY REQUESTS ASSISTANCE IN BOARDING OR SEATING OR IN STOWING CARRY-ON BAGGAGE, SWOP WILL ALLOW THE PERSON, UPON REQUEST, TO BOARD THE AIRCRAFT IN ADVANCE OF OTHER PASSENGERS WHERE TIME PERMITS. SWOP MAY ALSO REQUIRE A PERSON, EVEN IN THE ABSENCE OF A REQUEST TO DO SO., TO BOARD THE AIRCRAFT

IN

ADVANCE OF OTHER PASSENGERS IN ORDER THAT IT HAS SUFFICIENT TIME TO PROVIDE THE REQUESTED ASSISTANCE.

- (K) COMMUNICATION AND CONFIRMATION OF INFORMATION ANNOUNCEMENTS TO PASSENGERS CONCERNING STOPS, DELAYS SCHEDULE CHANGES, CONNECTIONS, ONBOARD SERVICES AND

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
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AREA: TB TARIFF: CGR CXR: WO RULE: 0071

(DESCRIPTION NOT AVAILABL - 70 (CONT)

CLAIMING OF BAGGAGE WILL BE MADE IN VISUAL, VERBAL AND/OR WRITTEN FORMAT TO PERSONS WITH DISABILITIES WHO REQUEST SUCH A SERVICE.

SWOP WILL SUPPLY A WRITTEN CONFIRMATION OF SERVICES THAT IT WILL PROVIDE TO THAT PERSON.

- (L) INQUIRE PERIODICALLY

WHEN PERSONS IN WHEELCHAIRS WHO ARE NOT INDEPENDENTLY MOBILE ARE WAITING TO BOARD AN AIRCRAFT, SWWOP WILL INQUIRE PERIODICALLY ABOUT THEIR NEEDS, AND SHALL

ATTEND

TO THOSE NEEDS WHERE THE SERVICES REQUIRED ARE USUALLY PROVIDED BY SWOOP.

AREA: TB TARIFF: CGR CXR: WO RULE: 0075

(DESCRIPTION NOT AVAILABL - 70

K ACCEPTANCE OF ANIMALS (SERVICE DOGS AND PETS)

(A) GENERAL

- (1) SWOOP DOES NOT ACCEPT ANY PETS IN THE CABIN OR AS CHECKED BAGGAGE AT THIS TIME.
- (2) SWOOP DOES NOT ACCEPT SEARCH AND RESCUE ANIMALS ACCOMPANIED BY HANDLERS AT THIS TIME.
- (3) SWOOP DOES NOT ACCEPT SERVICE DOGS (SEE BELOW).

(B) SERVICE DOGS

SERVICE DOGS ASSISTING A PERSON WITH A DISABILITY THAT HAVE BEEN CERTIFIED IN WRITING AS HAVING BEEN TRAINED

BY

A PROFESSIONAL SERVICE INSTITUTION WILL BE PERMITTED IN THE PASSENGER CABIN OF THE AIRCRAFT. THE DOG MUST REMAIN ON THE FLOOR AT THE PERSON'S SEAT.

- (1) SWOOP WILL ACCEPT FOR TRANSPORTATION WITHOUT CHARGE A SERVICE DOG TO ASSIST A PERSON WITH A DISABILITY. THE PASSENGER ACCOMPANYING THE SERVICE DOG WILL BE ENTITLED TO THE NORMAL FREE BAGGAGE ALLOWANCE.
- (2) SWOOP, IN CONSULTATION WITH THE PERSON WITH A DISABILITY WHO IS ACCOMPANIED BY A SERVICE DOG,

WILL

DETERMINE WHERE THE PERSON WITH DISABILITY WILL BE SEATED IN ORDER TO ENSURE THAT ADEQUATE SPACE IS PROVIDED TO THE PERSON AND THE SERVICE DOG.

SEE ALS: TO RULE 120(B)(4), SERVICE DOGS OR RULE 121(B)(4), SERVICE DOGS).

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0080

(DESCRIPTION NOT AVAILABL - 70

K ADMINISTRATIVE FORMALITIES - TRAVEL DOCUMENTS, CUSTOMS AND SECURITY

(A) GENERAL

- (1) THE PASSENGER IS RESPONSIBLE FOR OBTAINING ALL REQUIRED TRAVEL DOCUMENTS (PASSPORTS, VISAS,

TOURIST

CARD, HEALTH CERTIFICATES, OR OTHER APPROPRIATE AND NECESSARY IDENTIFICATION) INCLUDING THOSE OF ANY CHILDREN THAT ARE ACCOMPANIED BY THE PASSENGER.

- (2) THE PASSENGER IS RESPONSIBLE FOR COMPLYING WITH ALL LAWS, REGULATIONS, ORDERS, DEMANDS AND TRAVEL

INFORMATION
PASSENGER

REQUIREMENTS OF COUNTRIES TO BE FLOWN FROM, INTO OR
THROUGH AND ALSO FOR COMPLYING
(3) SWOOP WILL NOT BE LIABLE FOR ANY HELP OR

GIVEN EITHER VERBALLY OR IN WRITING TO THE

IN GOOD FAITH ABOUT PROPER TRAVEL DOCUMENTATION.
(4) SWOOP WILL NOT BE LIABLE TO THE PASSENGER FOR ANY
CONSEQUENCES RESULTING FROM THE FAILURE OF THE
PASSENGER TO OBTAIN THE NECESSARY TRAVEL DOCUMENT

OR

FROM THE FAILURE TO COMPLY WITH THE LAWS,
REGULATIONS, ORDERS AND/OR DEMANDS OF COUNTRIES TO
BE FLOWN FROM, INTO OR THROUGH.

(B) TRAVEL DOCUMENTS

PRIOR TO TRAVEL, THE PASSENGER MUST BE PREPARED TO
SUBMIT FOR INSPECTION TO THE CARRIER ALL TRAVEL
DOCUMENTS REQUIRED BY THE COUNTRIES CONCERNED.

(2) SWOOP WILL HAVE THE RIGHT TO MAKE AND RETAIN COPIES
OF THE TRAVEL DOCUMENTS PRESENTED BY THE PASSENGER.

(3) AS DESCRIBED IN RULE 105, REFUSAL TO TRANSPORT,
SWOOP RESERVES THE RIGHT TO REFUSE TRANSPORTATION

TO

ANY PASSENGER WHO FAILS TO PRESENT ALL EXIT ENTRY
HEALTH AND OTHER DOCUMENTS REQUIRED BY LAW,
REGULATION, ORDER, DEMAND OR OTHER REQUIREMENT OF
THE COUNTRIES WHERE TRAVEL IS INTENDED OR WHOSE
TRAVEL DOCUMENTS DO NOT APPEAR TO BE IN ORDER.

(C) FINES, DETENTION COSTS

(1) IF SWOOP IS REQUIRED TO PAY ANY FINE OR PENALTY OR
HAS INCURRED ANY EXPENSE BECAUSE THE PASSENGER WAS
REFUSED ENTRY INTO A COUNTRY BY A REASON OF HER/HIS
FAILURE TO COMPLY WITH THE LAWS, REGULATIONS,

ORDERS

AND AND/OR REQUIREMENTS OF THAT COUNTRY OR HAS
FAILED TO PRODUCE REQUIRED TRAVEL DOCUMENTS, THE
PASSENGER WILL REIMBURSE SWOOP, ON DEMAND, ANY
AMOUNT SO PAID OR EXPENSE INCURRED BY SWOOP.

(2) A PASSENGER FOUND INADMISSIBLE EITHER ON ROUTE TO

OR

AT DESTINATION WILL NOT BE PROVIDED A REFUND BY
SWOOP ON ANY USED SECTOR IRRESPECTIVE OF THE FARE

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IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0080

(DESCRIPTION NOT AVAILABL - 70 (CONT)

PURCHASED. HOWEVER, THE PASSENGER WILL BE ENTITLED
TO ANY RESIDUAL VALUE REMAINING ON HIS OR HER

TICKET

FOR ANY UNUSED SECTORS. THE PASSENGER MAY CHOOSE

TO

HAVE THIS RESIDUAL VALUE REFUNDED OR APPLIED
TOWARDS
THE ISSUANCE OF ANOTHER TICKET.
(3) DUE TO THE PASSENGER'S INADMISSIBILITY INTO A
COUNTRY OF TRANSIT OR DESTINATION, THE PASSENGER
MUST PAY SWOOP THE APPLICABLE FARE TO BE
TRANSPORTED
FROM COUNTRY WHERE ENTRY WAS REFUSED TO THE
ORIGINAL
POINT OF ORIGIN OR TO AN ALTERNATIVE DESTINATION.
SWOOP WILL APPLY TO THE PAYMENT OF SUCH A FARE ANY
FUNDS PAID BY THE PASSENGER TO THE CARRIER TO
UNUSUAL CARRIAGE OR ANY FUNDS OF THE PASSENGER IN
POSSESSION OF THE CARRIER.
(D) CUSTOMS AND IMMIGRATION INSPECTION
AS REQUIRED THE PASSENGER MUST BE PRESENT FOR THE
INSPECTION OF HIS/HER BAGGAGE BY CUSTOMS OR OTHER
GOVERNMENT OFFICIALS.
SWOOP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE
SUFFERED BY THE PASSENGER IN THE COURSE OF SUCH
INSPECTION OR THROUGH THE PASSENGER'S FAILURE TO COMPLY
WITH THIS REQUIREMENT IF THE PASSENGER'S BAGGAGE WAS
NOT
IN THE CHARGE OF SWOOP.
(E) SECURITY INSPECTION
THE PASSENGER SHALL SUBMIT TO ALL NECESSARY SECURITY
CHECKS BY GOVERNMENT, AIRPORT OFFICIAL AND BY SWOOP
PERSONNEL.

AREA: TB TARIFF: CGR CXR: WO RULE: 0085

(DESCRIPTION NOT AVAILABL - 70

K GROUND TRANSFER SERVICES

(A) GENERAL

- (1) SWOOP DOES NOT MAINTAIN, OPERATE OR PROVIDE GROUND TRANSFER SERVICES BETWEEN AIRPORTS OR BETWEEN AIRPORTS AND CITY CENTERS.
- (2) ANY GROUND TRANSFER SERVICE IS PERFORMED BY INDEPENDENT OPERATORS WHO ARE NOT AND SHALL NOT BE DEEMED TO BE, AGENTS OR SERVANTS OF SWOOP.
- (3) ANY EFFORT BY EMPLOYEE, AGENT OR REPRESENTATIVE OF SWOOP IN ASSISTING THE PASSENGER TO MAKE ARRANGEMENTS FOR SUCH GROUND TRANSFER SERVICE SHALL IN NO WAY MAKE THE CARRIER LIABLE FOR THE ACTS OR OMISSIONS OF SUCH AN INDEPENDENT OPERATOR.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0090

(DESCRIPTION NOT AVAILABL - 70

K SCHEDULE IRREGULARITIES

(A) APPLICABILITY

THE RULE APPLIES TO ALL PASSENGERS IRRESPECTIVE OF THE TYPE OF FARE ON WHICH THEY ARE TRAVELLING.

(B) GENERAL

(1) SWOOP WILL MAKE ALL REASONABLE EFFORTS TO TRANSPORT THE PASSENGER AND HIS/HER BAGGAGE AT THE TIMES INDICATED IN ITS TIMETABLE.

(2) TIMES SHOWN TIMETABLES OR ELSEWHERE ARE APPROXIMATE AND NOT GUARANTEED AND FORM NO PART OF THE CONTRACT OF CARRIAGE. SWOOP WILL NOT BE RESPONSIBLE FOR ERROR OR OMISSIONS EITHER IN TIMETABLES OR OTHER REPRESENTATION OF SCHEDULES. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SWOOP IS AUTHORIZED TO BIND SWOOP BY ANY STATEMENT OR REPRESENTATION REGARDING THE DATE OF DEPARTURE OR ARRIVAL, OR OF THE OPERATION

OF

ANY FLIGHT.

(3) SWOOP WILL NOT GUARANTEED AND WILL NOT BE HELD LIABLE FOR CANCELLATIONS OR CHARGES TO FLIGHT TIMES THAT APPEAR ON PASSENGERS' TICKETS DUE TO FORCE MAJEURE. HOWEVER, IN THE CASE OF INTERNATIONAL TRANSPORTATION, A PASSENGER MAY INVOKE THE PROVISIONS OF THE CONVENTION REGARDING LIABILITY

IN

THE CASE OF PASSENGER DELAY. (SEE RULE 121(B)(3)).

(4) SWOOP WILL MAKE ALL REASONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND SCHEDULE CHARGES AND TO

THE

EXTENT POSSIBLE, THE REASON FOR THE DELAY OR

CHANGE.

(5) IT IS ALWAYS RECOMMENDED THAT THE PASSENGER COMMUNICATE WITH SWOOP EITHER BY TELEPHONE, ELECTRONIC DEVICE OR VIA SWOOP'S WEB SITE OR TO REFER TO AIRPORT TERMINAL DISPLAYS TO ASCERTAIN THE FLIGHT'S STATUS AND DEPARTURE TIME.

(6) IN THE CASE OF SCHEDULE IRREGULARITIES, SWOOP WILL GIVE PRIORITY FOR ASSISTANCE TO ANY PERSON WITH A DISABILITY AND UNACCOMPANIED MINORS.

(7) SWOOP WHOSE FLIGHT EXPERIENCES A SCHEDULE IRREGULARITY WILL MAKE ONWARD ARRANGMENTS FOR THE PASSENGER TO THE NEXT POINT SHOWN ON THE TICKET.

(C) PASSENGER OPTIONS - RE-ROUTING OR REFUND

(1) GIVEN THAT A PASSENGER HAS A RIGHT TO INFORMATION

ON

FLIGHT TIMES AND SCHEDULE CHANGES, SWOOP WILL MAKE REASONABLE EFFORTS TO INFORM PASSENGERS OF SCHEDULE IRREGULARITIES AND TO THE EXTENT POSSIBLE, THE REASON FOR THE SCHEDULE IRREGULARITIES.

(2) IN THE EVENT OF A SCHEDULE IRREGULARITY, WITHIN THE SWOOP CONTROL, SWOOP WILL PRESENT THE PASSENGER

WITH

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(DESCRIPTION NOT AVAILABL - 70 (CONT)

THE FOLLOWING OPTIONS

- (A) CARRY THE PASSENGER TO THE DESTINATION THAT IS NAMED ON THE TICKET, OR APPLICABLE PORTION THEREOF, WITHIN A REASONABLE AMOUNT OF TIME, ON ANOTHER OF ITS PASSENGER AIRCRAFT WITHOUT ADDITIONAL CHARGE OR,
- (B) REROUTE THE PASSENGER TO THE DESTINATION NAMED ON THE TICKET, OR APPLICABLE PORTION THEREOF,

ON

ITS OWN TRANSPORTATION SERVICES WITHIN A REASONABLE AMOUNT OF TIME. IF THE FARE FOR THE REVISED ROUTING IS HIGHER THAN THE FARE PAID BY THE PASSENGER, SWOOP WILL REQUIRE NO ADDITIONAL PAYMENT FROM THE

PASSENGER

OR,

- (C) IN SITUATIONS WHERE OTHER OPTIONS HAVE BEEN DEEMED UNACCEPTABLE, AND IN ACKNOWLEDGING THAT SWOOP OFFERS LEISURE FOCUSED SERVICE FROM SECONDARY AIRPORTS WITH LIMITED ALTERNATE OPTIONS, RE-ROUTE THE PASSENGER IN THE SAME CLASS OF SERVICE TO THE DESTINATION NAMED ON

THE

TICKET, OR APPLICABLE PORTION THEREOF, ON THE TRANSPORTATION SERVICES OF ANOTHER TRANSPORTATION PROVIDER WITHIN A REASONABLE AMOUNT OF TIME. IF THE FARE FOR THE REVISED ROUTING IS HIGHER THAN THE FARE PAID BY THE PASSENGER, SWOOP WILL REQUIRE NO ADDITIONAL PAYMENT FROM THE PASSENGER OR,

- (D) OTHERWISE, SHOULD THE ALTERNATE TRANSPORTATION PROPOSED BY THE CARRIER NOT MEET THE

PASSENGER'S

SATISFACTION, SWOOP WILL OFFER A REFUND EQUAL

TO

THE FARE AND CHARGES PAID. THE REFUND WILL BE MADE TO THE PURCHASER OF THE TICKET(S). THE FORM OF REFUND WILL BE THE SAME FORM USED AS PAYMENT OF THE TICKET(S). THE REFUND WILL BE BASED ON THE TOTAL VALUE OF THE TICKET(S). FOR COMPLETE CONDITIONS ON REFUND SEE RULE 125. NOTHING IN THE ABOVE SHALL LIMIT OR REDUCE THE PASSENGER'S RIGHT, IF ANY, TO CLAIM DAMAGES, IF ANY, UNDER THE APPLICABLE CONVENTION, OR UNDER THE LAW WHEN NEITHER CONVENTION APPLIES.

IN ADDITION TO THE ABOVE, THE CARRIER WILL ALWAYS CONSIDER THE NEEDS OF THE PASSENGER ON A CASE BY CASE BASIS AND TAKE INTO ACCOUNT ALL KNOWN CIRCUMSTANCES TO AVOID OR MITIGATE THE DAMAGES CAUSED BY THE SCHEDULE IRREGULARITY WITHIN SWOOP'S CONTROL.

NOTHING IN THE ABOVE SHALL LIMIT OR REDUCE THE PASSENGER RIGHT, IF ANY CLAIM DAMAGES, IF ANY UNDER THE APPLICABLE CONVENTION, OR UNDER THE LAW

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IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0090

(DESCRIPTION NOT AVAILABL - 70 (CONT)

WHENNEITHER CONVENTION APPLIES.

IN ADDITION TO THE ABOVE, SWOOP WILL ALWAYS

CONSIDER

THE NEEDS OF THE PASSENGER ON A CASE BY CASE BASIS AND TAKE INTO ACCOUNT ALL KNOWN CIRCUMSTANCES TO AVOID OR MITIGATE THE DAMAGES CAUSED BY THE

SCHEDULE

IRREGULARITY WITHIN THE CARRIER'S CONTROL.

(3) IN THE EVENT OF A DIVERSION DUE TO THE BEHAVIOUR OR MEDICAL CONDITION OF A PASSENGER, THE CARRIER RESERVES THE RIGHT TO PURSUE RECUPERATION OF ALL ASSOCIATED COSTS OF SAID DIVERSION FROM THOSE PARTIES DEEMED LIABLE.

(4) IN THE EVENT OF A SCHEDULE IRREGULARITY, NOT WITHIN THE CARRIER'S CONTROL (E.G. FORCE MAJEURE), THE CARRIER WILL PROVIDE THE FOLLOWING:

(A) THE CARRIER WILL OFFER THE PASSENGER THE CHOICE TO TRAVEL OF ITS SCHEDULED FLIGHTS ON THE SAME ROUTE AS THE PASSENGER WAS ORIGINALLY TICKETED OR TO TRAVEL ON A DIFFERENT ROUTING BY THE CARRIER TO THE SAME TICKETED DESTINATION.

(B) SHOULD THE ALTERNATE TRANSPORTATION PROPOSED BY THE CARRIER NOT MEET THE PASSENGERS

SATISFACTION

THE UNUSED PORTION OF THE TICKET(S) WILL BE REFUNDED. THE REFUND WILL BE MADE TO THE PURCHASER OF THE TICKET(S). THE FORM OF REFUND WILL BE THE SAME FORM USED AS PAYMENT OF THE TICKET(S). THE REFUND WILL BE BASED ON THE TOTAL VALUE OF TICKET(S). FOR COMPLETE CONDITIONS ON REFUNDS SEE RULE 125.

(D) RIGHT TO CARE

EXCEPT AS OTHERWISE PROVIDED IN OTHER APPLICABLE

FOREIGN

LEGISLATION, IN ADDITION TO THE PROVISIONS OF THIS

RULE,

IN CASE OF SCHEDULED IRREGULARITY WITHIN SWOOP;S

CONTROL

A PASSENGER WILL BE OFFERED THE FOLLOWING:

(1) FOR A SCHEDULE IRREGULARITY LASTING LONGER THAN 3 HOURS, SWOOP WILL PROVIDE THE PASSENGER WITH A MEAL VOUCHER;

(2) FOR A SCHEDULE IRREGULARITY LASTING MORE THAN 8 HOURS OR OVERNIGHT, SWOOP WILL PROVIDE OVERNIGHT

HOTEL ACCOMMODATION AND AIRPORT TRANSFERS FOR THE PASSENGER. SWOOP IS NOT OBLIGATED TO PROVIDE OVERNIGHT ACCOMMODATION FOR PASSENGERS AT THE FIRST AIRPORT OF DEPARTURE ON THE TICKET;

- (3) IF PASSENGERS ARE ALREADY ON THE AIRCRAFT WHEN A DELAY OCCURS, SWOOP WILL OFFER DRINKS AND SNACKS IF IT IS SAFE, PRACTICAL AND TIMELY TO DO SO IF THE DELAY EXCEEDS NINETY (90) MINUTES. IF THE DELAY EXCEEDS ONE-HUNDRED-TWENTY (120) MINUTES AND CIRCUMSTANCES PERMIT, SWOOP WILL OFFER THE

PASSENGER

THE OPTION OF DISEMBARKING FROM THE AIRCRAFT UNTIL
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IN EFFECT ON: 14DEC18

AREA: TB TARIFF: CGR CXR: WO RULE: 0090

(DESCRIPTION NOT AVAILABL - 70 (CONT)

IT IS TIME TO DEPART.

AREA: TB TARIFF: CGR CXR: WO RULE: 0095

(DESCRIPTION NOT AVAILABL - 70

DENIED BOARDING AND OVERBOOKING

WHEN SWOOP IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE DUE TO THERE BEING MORE PASSENGERS HOLDING CONFIRMED RESERVATIONS AND TICKETS THAN FOR WHICH THERE ARE AVAILABLE SEATS ON A FLIGHT, SWOOP WILL FOLLOW THE PROVISIONS OF THIS RULE, UNLESS AS OTHERWISE PROVIDED IN OTHER APPLICABLE FOREIGN LEGISLATION.

(A) APPLICABILITY

- (1) THIS RULE APPLIES TO ALL PASSENGERS IRRESPECTIVE OF THE TYPE OF TICKETED FARE.
- (2) A PASSENGER WHO FAILS TO CHECK-IN OR PRESENT THEMSELVES AT THE BOARDING AREA WITHIN SWOOP'S CHECK-IN DEADLINE AND/OR BOARDING TIME DEADLINE AS SPECIFIED IN RULE 40(F), CHECK-IN TIME LIMITS, WILL NOT RECEIVE DENIED BOARDING COMPENSATION, WILL AT THE CARRIER'S DISCRETION HAVE THEIR RESERVATIONS CANCELLED AND WILL BE SUBJECT TO THE TERMS AND CONDITIONS ASSOCIATED WITH THE FARE ON WHICH HE OR SHE IS TRAVELLING.
- (3) IF A FLIGHT IS OVERBOOKED WITH THE RESULT THAT A TICKETED PASSENGER IS NOT TRANSPORTED ON A FLIGHT FOR WHICH HE/SHE HELD CONFIRMED SPACE, SWOOP WILL DEFINE A REMEDY OR REMEDIES TO MITIGATE THE IMPACT OF THE OVERBOOKING OR CANCELLATION UPON THE PASSENGER. IN DEFINING THE REMEDY OR REMEDIES APPROPRIATE IN A PARTICULAR CASE, SWOOP WILL CONSIDER THE TRANSPORTATION NEEDS OF THE PASSENGER AND ANY DAMAGES THE PASSENGER MAY HAVE SUFFERED BY REASON OF THE OVERBOOKING. IN CASES WHERE THE PASSENGER IS OFFERED ALTERNATIVE REMEDIES, THE

CHOICE AMONG THE ALTERNATIVES SHALL REST WITH THE PASSENGER. IN PARTICULAR, SWOOP WILL OFFER ONE OR MORE

* OF THE FOLLOWING REMEDIES;RULE 95 (B) THRU (F) BELOW:

- (B) REQUEST FOR VOLUNTEERS
- WHEN A SITUATION OF DENIED BOARDING DUE TO OVERBOOKING OCCURS, THE FOLLOWING WILL APPLY:
- (1) SWOOP WILL PUBLICLY ASK FOR VOLUNTEERS TO

RELINQUISH

THEIR SEATS FROM AMONG THE CONFIRMED PASSENGERS.

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THE SAME TIME SWOOP WILL ANNOUNCE WHAT TYPE OF BENEFITS PASSENGERS WILL BE ENTITLED TO SHOULD A PASSENGER VOLUNTARILY RELINQUISH HIS/HER SEAT. THE REQUEST PROCESS WILL TAKE PLACE AT THE CHECK-IN OR BOARDING AREAS. SWOOP WILL CONTINUE TO MAKE THIS REQUEST OF PASSENGERS UNTIL IT OBTAINS ENOUGH VOLUNTEERS TO PREVENT OTHER PASSENGER FROM BEING INVOLUNTARILY DENIED BOARDING OR UNTIL IT

DETERMINES

THAT IT DOES NOT, DESPITE ITS BEST EFFORTS, HAVE ENOUGH VOLUNTEERS.

- (2) ONCE A PASSENGER HAS VOLUNTARILY RELINQUISHED HIS/HER SEAT, THE PASSENGER WILL NOT LATER BE INVOLUNTARILY DENIED BOARDING UNLESS HE/SHE HAS

BEEN

ADVISED AT THE TIME HE/SHE VOLUNTEERED OF SUCH POSSIBILITY. AT THE TIME THE PASSENGER IS ADVISED OF SUCH POSSIBILITY OF A FURTHER DENIAL OF

BOARDING,

THE PASSENGER IS TO BE ADVISED OF ANY FURTHER COMPENSATION TO WHICH HE OR SHE MAY BE ENTITLED TO RECEIVE.

- (3) THE PASSENGER WHO VOLUNTARILY SURRENDER HIS/HER

SEAT

WILL RECEIVE AGREED UPON BENEFITS FROM THE CARRIER.

- (C) INVOLUNTARY DENIED BOARDING CONSIDERATIONS
- IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE

MAY

BE DENIED BOARDING AGAINST HIS/HER WILL UNTIL CARRIER PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR A PAYMENT DEEMED ACCEPTABLE BY THE VOLUNTEERING PARTY.

MAY

IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS

THE BE DENIED BOARDING INVOLUNTARILY, IN ACCORDANCE WITH
FOLLOWING BOARDING PRIORITIES OF CARRIER;
(1) IN THE EVENT MULTIPLE PASSENGERS HAVE PAID AN EQUAL
FARE, THE LAST TO CHECK-IN WILL BE THE FIRST TO BE
DENIED BOARDING, EXCEPT;
(I) PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS
OF A MEMBER OF THE PASSENGER'S FAMILY, OR,
(II) AGED PASSENGERS, OR
(III) PASSENGERS WITH DISABILITIES AND THEIR
ATTENDANTS WHERE APPLICABLE.
(D) TRANSPORTATION FOR PASSENGERS INVOLUNTARILY DENIED
BOARDING
A PASSENGER HAS THE RIGHT TO TAKE THE FLIGHT HE OR SHE
HAS PURCHASED. SWOOP WILL PRESENT A PASSENGER WHO HAS
BEEN INVOLUNTARILY DENIED BOARDING OPTIONS:
(1) TRANSPORTATION, WITHOUT FURTHER CHARGE AND WITHIN A
REASONABLE TIME, TO THE PASSENGER'S INTENDED
DESTINATION ON A TRANSPORTATION SERVICE IDENTIFIED
BY SWOOP ON ITS OWN SERVICE OR VIA ANOTHER
TRANSPORTATION PROVIDER;

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(2) SWOOP WILL REFUND THE AMOUNT OF THE FARE AND ANY
TAXES OR FEES PAID BY THE PASSENGER.

NOTHING IN THE ABOVE SHALL LIMIT OR REDUCE THE
PASSENGER'S RIGHT, IF ANY, TO CLAIM DAMAGES, IF ANY,
UNDER THE APPLICABLE CONVENTION, OR UNDER THE LAW WHEN
NEITHER CONVENTION APPLIES.

IN ADDITION TO THE ABOVE, THE CARRIER WILL ALWAYS
CONSIDER THE NEEDS OF THE PASSENGER ON A CASE BY CASE
BASIS AND TAKE INTO ACCOUNT ALL KNOWN CIRCUMSTANCES TO
AVOID OR MITIGATE THE DAMAGES CAUSED BY THE SCHEDULE
IRREGULARITY WITHIN THE CARRIER'S CONTROL.

(E) COMPENSATION FOR PASSENGERS INVOLUNTARILY DENIED
BOARDING

IN ADDITION TO PROVIDING TRANSPORTATION, THE FOLLOWING
WILL APPLY TO A PASSENGER WHO IS INVOLUNTARILY DENIED
BOARDING:

(1) PASSENGER WHO IS DENIED BOARDING INVOLUNTARILY, IS
ENTILED TO A PAYMENT OF "DENIED BOARDING
COMPENSATION" FROM THE CARRIER UNLESS THE PASSENGER
(A) HAS NOT FULLY COMPLIED WITH CARRIER'S

TICKETING,

AND CHECK-IN REQUIREMENTS, OR IS NOT ACCEPTABLE
FOR TRANSPORTATION UNDER THE AIRLINE'S USUAL
RULES AND PRACTICES; OR

- (B) IS DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED.
- (C) IS DENIED BOARDING BECAUSE A SMALLER CAPACITY AIRCRAFT WAS SUBSTITUTED FOR SAFETY OR OPERATIONAL REASONS AND CARRIER TOOK ALL REASONABLE MEASURES TO AVOID THE SUBSTITUTION

OR

THAT IT WAS IMPOSSIBLE FOR CARRIER TO TAKE SUCH MEASURES; OR

- (D) HAS BEEN OFFERED ACCOMMODATIONS IN SECTION OF THE AIRCRAFT OTHER THAN SPECIFIED IN THE

TICKET,

AT NO EXTRA CHARGE, (A PASSENGER SEATED IN A SECTION FOR WHICH A LOWER FARE IS CHARGED MUST BE GIVEN AN APPROPRIATE REFUND); OR

- (E) CARRIER IS ABLE TO PLACE THE PASSENGER ON ANOTHER FLIGHT OR FLIGHTS OFFERED BY SWOP OR

AN

ALTERNATE TRANSPORTATION SERVICE THAT IS

PLANNED

TO REACH THE FINAL DESTINATION OR NEXT

SCHEDULED

STOPOVER WITHIN ONE HOUR OF THE SCHEDULED ARRIVAL OF THE PASSENGER'S ORIGINAL FLIGHT.

- (2) ELIGIBLE PASSENGERS WHO ARE DENIED BOARDING INVOLUNTARILY ARE ENTITLED TO:

- (A) NO COMPENSATION IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER NOT LATER THAN ONE HOUR AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT;

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- (B) 200% OF THE TOTAL PRICE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A MAXIMUM

OF

USD/CAD \$675, IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER MORE THAN ONE HOUR BUT LESS THAN FOUR HOURS AFTER

THE

PLANNED ARRIVAL TIME OF THE PASSENGER'S

ORIGINAL

FLIGHT;

- (C) 400% OF THE TOTAL PRICE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A MAXIMUM

OF

USD/CAD 1350, IF THE CARRIER DOES NOT OFFER ALTERNATE TRANSPORTATION THAT IS PLANNED TO

ARRIVE AT THE AIRPORT OF THE PASSENGER'S DESTINATION OR FIRST STOPOVER LESS THAN FOUR HOURS AFTER ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT.

- (D) A TOTAL PRICE MEANS THE TOTAL OF AIR TRANSPORTATION CHARGES AND THIRD-PARTY CHARGES THAT MUST BE PAID TO OBTAIN THE SERVICE.
- (E) CURRENCY IS DETERMINED BY THE CURRENCY RECEIVED BY WO FOR ORIGINAL PURCHASE.

(3) METHOD OF PAYMENT

- (A) SWOOP MUST GIVE EACH PASSENGER WHO QUALIFIES

FOR

DENIAL BOARDING COMPENSATION, A PAYMENT BY CASH OR CASH EQUIVALENT CHEQUE OR DRAFT FOR THE AMOUNT SPECIFIED ABOVE, OR TRAVEL CREDITS ON

THE

DAY AND PLACE THE INVOLUNTARY DENIED BOARDING OCCURS. HOWEVER, IF SWOOP ARRANGES ALTERNATE TRANSPORTATION FOR THE PASSENGER'S CONVENIENCE THAT DEPARTS BEFORE THE PAYMENT CAN BE MADE,

THE

PAYMENT WILL BE SEND TO THE PASSENGER WITHIN 24 HOURS.

- (B) SWOOP WILL INFORM PASSENGERS OF THE AMOUNT OF CASH/CASH EQUIVALENT COMPENSATION THAT WOULD BE DUE, AND THAT THE PASSENGER MAY DECLINE TRAVEL CREDITS AND RECEIVE CASH OR EQUIVALENT.
- (C) SWOOP WILL FULLY DISCLOSE ALL MATERIAL RESTRICTIONS BEFORE THE PASSENGER DECIDES TO GIVE UP THE CASH OR EQUIVALENT PAYMENT IN EXCHANGE FOR TRAVEL CREDIT.
- (D) SWOOP WILL OBTAIN A SIGNED AGREEMENT OF THE PASSENGER CONFIRMING THAT THE PASSENGER WAS PROVIDED WITH THE AFOREMENTIONED INFORMATION PRIOR TO PROVIDING THE TRAVEL CREDIT IN LIEU OF CASH OR CASH EQUIVALENT COMPENSATION.

(F) RIGHT TO CARE

IN ADDITION, A PASSENGER WHO IS INVOLUNTARILY DENIED BOARDING WILL BE OFFERED THE FOLLOWING FREE OF CHARGE:

- (A) A MEAL VOUCHER, IF THE TRANSPORTATION ACCEPTABLE TO

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AFTER

THE PASSENGER DEPARTS MORE THAN FOUR (4) HOURS

THE ORIGINAL DEPARTURE TIME OF THE FLIGHT ON WHICH THE PASSENGER WAS DENIED BOARDING.

- (B) AN OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS, IF THE TRANSPORTATION ACCEPTABLE TO THE PASSENGER DEPARTS MORE THAN EIGHT(8) HOURS AFTER THE ORIGINAL

DEPARTURE TIME OF THE FLIGHT ON WHICH THE PASSENGER WAS DENIED BOARDING AND INVOLVES AN OVERNIGHT STAY, PROVIDED THE PASSENGER'S TRAVEL DID NOT START AT THAT AIRPORT.

- (C) A TELEPHONE CALL, E-MAIL OR FAX MESSAGE TO THE DESTINATION POINT OF TRAVEL.
- (G) TIME OF OFFER OF COMPENSATION
 - (A) ONCE COMPENSATION HAS BEEN OFFERED, AND IF

ACCEPTED,

THE PASSENGER WILL SIGN AN ACKNOWLEDGMENT OF OFFER ON THE DAY AND AT THE PLACE WHERE THE DENIED BOARDING OCCURRED.

- (B) IN THE EVENT THE ALTERNATE TRANSPORTATION DEPARTS BEFORE THE ACKNOWLEDGMENT OF OFFER CAN BE SIGNED, THE OFFER WILL BE SENT BY MAIL OR BY OTHER MEANS WITHIN 24 HOURS AFTER THE TIME THE DENIED BOARDING OCCURS. THE PASSENGER WILL, IN TURN, SIGN THIS ACKNOWLEDGMENT AND RETURN IT BY MAIL TO THE

CARRIER.

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K REFUSAL TO TRANSPORT

(A) REFUSAL TO TRANSPORT - REMOVAL OF PASSENGER THE CARRIER WILL REFUSE TO TRANSPORT, OR WILL REMOVE ANY PASSENGER AT ANY POINT FOR ANY OF THE FOLLOWING REASONS:

- (1) GOVERNMENT REQUESTS, REGULATIONS AND FORCE MAJEURE WHENEVER IT IS NECESSARY OR ADVISABLE TO:
 - (A) COMPLY WITH ANY GOVERNMENT REGULATION; OR,
 - (B) COMPLY WITH ANY GOVERNMENT REQUEST FOR EMERGENCY TRANSPORTATION; OR,
 - (C) ADDRESS FORCE MAJEURE.
- (2) SEARCH OF PASSENGER AND PROPERTY WHEN THE PASSENGER REFUSES TO PERMIT A SEARCH OF

HIS

PERSON OR PROPERTY FOR EXPLOSIVES OR FOR CONCEALED, PROHIBITED, DEADLY OR DANGEROUS WEAPONS(S) OR ARTICLE(S).

- (3) PROOF OF IDENTITY/AGE WHEN THE PASSENGER REFUSES A REQUEST TO PRODUCE GOVERNMENT-ISSUED IDENTIFICATION TO DEMONSTRATE

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PROOF OF IDENTITY.

APPLICABLE ONLY TO TRAVEL FROM CANADA:

NOTE: THE CARRIER IS REQUIRED TO SCREEN EACH PASSENGER BY LOOKING AT THE PASSENGER,

AND

FACE,
YEARS

IN PARTICULAR THE PASSENGER'S ENTIRE
TO DETERMINE IF THEY APPEAR TO BE 18

OLDER

OF AGE OR OLDER.

THE CARRIER IS ALSO REQUIRED TO SCREEN EACH
PASSENGER WHO APPEARS TO BE 18 YEARS OF AGE OR

BY COMPARING THE PASSENGER, AND IN PARTICULAR THE
PASSENGER'S ENTIRE FACE, AGAINST ONE PIECE OF
GOVERNMENT-ISSUED PHOTO IDENTIFICATION THAT SHOWS
THE PASSENGER'S NAME, DATE OF BIRTH AND GENDER.

- (4) IMMIGRATION OR OTHER SIMILAR CONSIDERATIONS
WHEN THE PASSENGER IS TO TRAVEL ACROSS ANY
INTERNATIONAL BOUNDARY, IF:
 - (A) THE TRAVEL DOCUMENTS OF THE PASSENGER ARE NOT
IN ORDER; OR,
 - (B) FOR ANY REASON THE PASSENGER'S EMBARKATION
FROM, TRANSIT THROUGH, OR ENTRY INTO ANY
COUNTRY FROM, THROUGH, OR TO WHICH THE
PASSENGER DESIRES TRANSPORTATION WOULD BE
UNLAWFUL OR WOULD OTHERWISE NOT BE PERMITTED.

- (5) FAILURE TO COMPLY WITH CARRIER'S RULES AND
REGULATIONS
WHEN THE PASSENGER FAILS OR REFUSES TO COMPLY WITH
RULES AND REGULATIONS OF THE CARRIER AS STATED IN
THIS TARIFF.

- (6) PASSENGER'S CONDITION
 - (A) WHEN THE PASSENGER'S ACTIONS OR INACTIONS

PROVE

TO THE CARRIER THAT HIS/HER MENTAL,
INTELLECTUAL OR PHYSICAL CONDITION IS SUCH AS
TO RENDER HIM/HER INCAPACABLE OF CARING FOR
HIMSELF/HERSELF WITHOUT ASSISTANCE OR MEDICAL
TREATMENT EN ROUTE UNLESS:

PERSONAL

- (I) THE PASSENGER IS ACCOMPANIED BY A
ATTENDANT WHO WILL BE RESPONSIBLE FOR
ASSISTING WITH THE PASSENGER'S NEEDS EN
ROUTE SUCH AS ASSISTANCE WITH EATING,
USING THE WASHROOM FACILITIES OR
ADMINISTERING MEDICATION WHICH ARE BEYOND
THE RANGE OF SERVICES THAT ARE NORMALLY
OFFERED BY THE CARRIER; AND,
- (II) THE PASSENGER COMPLIES WITH REQUIREMENTS
OF RULE(S) 71. CARRIAGE OF PERSONS WITH
DISABILITIES.

EXCEPTION: - (FOR TRANSPORTATION TO/FROM AND
WITHIN CANADA) THE CARRIER WILL ACCEPT THE
DETERMINATION OF A PERSON WITH A DISABILITY AS

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TO SELF-RELIANCE AS PER RULE(S) 71, CARRIAGE

OF

PERSONS WITH DISABILITIES.

NOTE: IF THE PASSENGER IS ACCOMPANIED BY AN ATTENDANT AND THE PASSENGER IS REFUSED TRANSPORT, THEN THE ATTENDANT WILL ALSO BE REFUSED TRANSPORT AND THE TWO WILL BE REMOVED FROM THE AIRCRAFT TOGETHER.

- (B) WHEN THE PASSENGER HAS A CONTAGIOUS DISEASE.
- (C) WHEN THE PASSENGER HAS AN OFFENSIVE ODOR.
- (D) WHEN THE CARRIER DETERMINES, IN GOOD FAITH AND USING ITS REASONABLE DISCRETION, THAT A PASSENGER'S MEDICAL OR PHYSICAL CONDITION INVOLVES AN UNUSUAL HAZARD OR RISK TO THEIR SELF OR OTHER PERSONS (INCLUDING, IN THE CASE OF EXPECTANT MOTHERS, UNBORN CHILDREN) OR PROPERTY. THE CARRIER CAN REQUIRE THE PASSENGER TO PROVIDE A MEDICAL CERTIFICATE

THAT

THEN MAY BE ASSESSED BY THE CARRIER'S OWN MEDICAL OFFICER AS A CONDITION OF THE PASSENGER'S ACCEPTANCE FOR SUBSEQUENT TRAVEL. THE CARRIER MAY REFUSE TRANSPORTATION TO THE PERSON POSING SUCH HAZARD OR RISK.

NOTE: PREGNANT PASSENGERS:

- (I) AN EXPECTANT MOTHER WITH A COMPLICATION-FREE PREGNANCY CAN TRAVEL ON THE CARRIER'S FLIGHTS UP TO THE 36TH WEEK OF HER PREGNANCY OR UP TO FOUR WEEKS BEFORE HER EXPECTED DUE DATE WITHOUT A MEDICAL CERTIFICATE.
- (II) AN EXPECTANT MOTHER WHO IS IN OR BEYOND THE 36TH WEEK OF HER PREGNANCY MUST PRESENT A MEDICAL CERTIFICATE, DATED WITHIN 72 HOURS OF THE SCHEDULED TIME OF DEPARTURE. THE CERTIFICATE MUST STATE THAT THE PHYSICIAN HAS EXAMINED THE PATIENT AND FOUND HER TO BE PHYSICALLY

FIT

FOR TRAVEL BY AIR AND THE CERTIFICATE

MUST

STATE THE ESTIMATED DATE OF BIRTH.

- (7) FAILURE TO PROVIDE A SUITABLE ESCORT WHEN THE PASSENGER REQUIRES AN ESCORT DUE TO A MENTAL HEALTH CONDITION AND UNDER CARE OF A PSYCHIATRIC INSTITUTION OR OTHER RESPONSIBLE AUTHORITY AND THE NECESSARY ARRANGEMENTS HAVE NOT BEEN MADE WITH THE CARRIER IN ADVANCE OF THE DEPARTURE OF THE FLIGHT. HOWEVER, THE CARRIER WILL ACCEPT ESCORTED

PASSENGERS

UNDER THE FOLLOWING CONDITIONS WHEN THE PASSENGER HAS A MENTAL HEALTH CONDITION AND IS UNDER CARE OF

A

PSYCHIATRIC INSTITUTION OR OTHER RESPONSIBLE

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AUTHORITY:

- (A) MEDICAL AUTHORITY FURNISHES ASSURANCE, IN WRITING, THAT AN ESCORTED PERSON WITH A MENTAL HEALTH CONDITION CAN BE TRANSPORTED SAFELY.
 - (B) REQUEST FOR CARRIAGE IS MADE AT LEAST 48 HOURS BEFORE SCHEDULED DEPARTURE.
 - (C) THE ESCORT HAS PURCHASED A TICKET AND ACCOMPANIES THE ESCORTED PASSENGER AT ALL TIMES.
 - (D) APPROVED BY SWOOP'S MEDICAL DESK
- (B) PASSENGER'S CONDUCT - REFUSAL TO TRANSPORT -

PROHIBITED

CONDUCT AND SANCTIONS

(1) PROHIBITED CONDUCT

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PROVISIONS, THE FOLLOWING CONSTITUTES PROHIBITED CONDUCT WHERE IT MAY BE NECESSARY, IN THE REASONABLE DISCRETION OF THE CARRIER, TO TAKE ACTION TO ENSURE THE PHYSICAL COMFORT OR SAFETY

OF

THE PERSON, OTHER PASSENGERS (IN THE FUTURE AND PRESENT) AND/OR THE CARRIER'S EMPLOYEES; THE SAFETY OF THE AIRCRAFT; THE UNHINDERED

PERFORMANCE

OF THE CREW MEMBERS IN THEIR DUTY ONBOARD THE AIRCRAFT, OR SAFE AND ADEQUATE FLIGHT OPERATIONS:

(A) THER PERSON, IN THE REASONABLE JUDGEMENT OF

A

REASONIBLE EMPLOYEE OF THE CARRIER, IS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS (EXCEPT A PATIENT UNDER MEDICAL CARE).

- (B) THE PERSON'S CONDUCT, OR CONDITION IS OR HAS BEEN KNOWN TO BE ABUSIVE, OFFENSIVE, THREATENING, INTIMIDATING, VIOLENT OR OTHERWISE DISORDERLY, AND, IN THE REASONABLE JUDGEMENT OF A RESPONSIBLE EMPLOYEE OF THE CARRIER, THERE IS A POSSIBILITY THAT THE PERSON WOULD CAUSE DISRUPTION OR SERIOUS IMPAIRMENT TO THE PHYSICAL COMFORT OR SAFETY OF OTHER PASSENGERS OR CARRIER'S EMPLOYEES, INTERFERE WITH A CREW MEMBER IN THE PERFORMACE OF HIS/HER DUTIES, OR OTHERWISE JEOPARDIZE SAFE AND ADEQUATE FLIGHT

OPERATIONS.

- (C) THE PERSON'S CONDUCT INVOLVES ANY HAZARD OR RISK TO THEIR SELF OR OTHER PERSONS (INCLUDING TRAVEL INVOLVING PREGNANT PASSENGERS OR UNBORN CHILDREN) OR TO PROPERTY.
- (D) THE PERSON FAILS TO OBSERVE THE INSTRUCTIONS OF THE AIRCRAFT CREW, INCLUDING INSTRUCTIONS TO STOP ANY PROHIBITED CONDUCT.
- (E) THE PERSON IS UNABLE OR UNWILLING TO SIT IN

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HIS/HER ASSIGNED SEAT WITH THE SEAT BELT FASTENED.

THE

- (F) THE PERSON SMOKES OR ATTEMPTS TO SMOKE IN AIRCRAFT.

OF

- (G) THE PERSON USES OR CONTINUES TO USE A CELLULAR PHONE, A LAPTOP COMPUTER OR ANOTHER ELECTRONIC DEVICE ONBOARD THE AIRCRAFT AFTER BEING ADVISED TO STOP SUCH USE BY A MEMBER

HOWEVER,

THE CREW.

- (H) THE PERSON IS BAREFOOT.
- (I) THE PERSON IS INAPPROPRIATELY DRESSED.
- (J) THE PERSON HAS A PROHIBITED ARTICLE OR CONCEALED OR UNCONCEALED WEAPON(S).

PASSENGER

THE CARRIER WILL CARRY LAW ENFORCEMENT OR ARMED FORCES PERSONNEL WHO MEET THE QUALIFICATIONS AND CONDITIONS ESTABLISHED UNDER GOVERNMENT REGULATIONS.

ABOVE,

- (K) THE PERSON HAS RESISTED OR MAY REASONABLY BE BELIEVED TO BE CAPABLE OF RESISTING ESCORTS.
- (2) CARRIER RESPONSE TO PROHIBITED CONDUCT WHERE IN THE EXERCISE OF ITS REASONABLE DISCRETION, THE CARRIER DECIDES THAT THE

HAS ENGAGED IN PROHIBITED CONDUCT DESCRIBED

THE CARRIER MAY IMPOSE ANY COMBINATION OF THE FOLLOWING SANCTIONS:

- (A) REMOVAL OF THE PASSENGER AT ANY POINT.
- (B) PROBATION: AT ANY TIME, THE CARRIER MAY STIPULATE THAT THE PASSENGER IS TO FOLLOW CERTAIN PROBATIONARY CONDITIONS, SUCH AS TO NOT ENGAGE IN PROHIBITED CONDUCT, IN ORDER FOR THE CARRIER TO PROVIDE TRANSPORT TO THE PASSENGER. SUCH PROBATIONARY CONDITIONS MAY

BE IMPOSED FOR ANY LENGTH OF TIME WHICH, THE EXERCISE OF THE CARRIER'S REASONABLE DISCRETION, IS NECESSARY TO ENSURE THE PASSENGER CONTINUES TO AVOID PROHIBITED CONDUCT.

(C) REFUSAL TO TRANSPORT THE PASSENGER: THE LENGTH OF THIS REFUSAL TO TRANSPORT MAY

RANGE

FROM A ONE-TIME REFUSAL TO LONGER PERIOD DETERMINED AT THE REASONABLE DISCRETION OF THE CARRIER IN LIGHT OF THE CURCUMSTANCES. SUCH REFUSAL WILL BE FOR A PERIOD

APPROPRIATE

TO THE NATURE OF THE PROHIBITED CONDUCT AND UNTIL THE CARRIER IS SATISFIED THAT THE PASSENGER NO LONGER CONSTITUTES A THREAT TO THE SAFETY OF OTHER PASSENGERS, CREW OR THE AIRCRAFT OR TO THE COMFORT OF OTHER PASSENGERS OR CREW; THE UNHINDERED

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PERFORMANCE OF THE CREW MEMBERS IN THEIR

DUTY

ONBOARD THE AIRCRAFT; OR SAFE AND ADEQUATE FLIGHT OPERATIONS.

(D) THE FOLLOWING CONDUCT WILL AUTOMATICALLY RESULT TO TRANSPORT, UP TO A POSSIBLE LIFETIME BAN:

(I) THE PERSON CONTINUES TO INTERFER WITH THE PERFORMANCE OF A CREW MEMBER'S DUTIES DESPITE VERBAL WARNINGS BY THE CREW TO STOP SUCH BEHAVIOR.

(II) THE PERSON INJURES A CREW MEMBER OR OTHER PASSENGER OR SUBJECTS A CREW MEMBER OR OTHER PASSNEGER TO A CREDIBLE THREAT OF INJURY.

(III) THE PERSON DISPLAYS CONDUCT THAT REQUIRES AN UNSCHDULED LANDING AND/OR THE USE OF RESTRAINTS SUCH AS TIES AND HANDCUFFS.

(IV) THE PERSON REPEATS A PROHIBTED CONDUCT AFTER RECEIVING A NOTICE OF PROBATION

AS

MENTIONED IN (2) ABOVE.

THESE REMEDIES ARE WITHOUT PREJUDICE TO THE CARRIER'S OTHER RIGHTS AND RECOURSES, NAMELY TO SEEK RECOVERY OF ANY DAMAGE RESULTING FROM THE PROHIBITED CONDUCT OR AS OTHERWISE PROVIDED IN THE CARRIER'S TARIFFS, INCLUDING RECOURSES PROVIDED IN THE CARRIER'S FREQUENT FLYER

PROGRAM OR THE FILING OF CRIMINAL OR STATUTORY
CHARGES.

- (C) RECOURSE OF THE PASSENGER/LIMITATION OF LIABILITY
(1) THE CARRIER'S LIABILITY IN CASE OF REFUSAL TO
CARRY A PASSENGER FOR A SPECIFIC FLIGHT OR

REMOVAL

OF A PASSENGER EN ROUTE FOR ANY REASON SPECIFIED
IN THE FOREGOING PARAGRAPHS WILL BE LIMITED TO

THE

RECOVERY OF THE REFUND VALUE OF THE UNUSED

PORTION

OF THE PASSENGER'S TICKET IN ACCORDANCE WITH RULE
125(B) INVOLUTARY REFUNDS.

NOTWITHSTANDING THE FOREGOING PARAGRAPH,
PASSENGERS AND THEIR BAGGAGE WILL BE ENTITLED TO
ALL OTHER ADDITIONAL RIGHTS THEY MAY HAVE UNDER
THIS TARIFF OR ELSEWHERE OR ANY LEGAL RIGHTS THAT
INTERNATIONAL PASSENGERS MAY HAVE PURSUANT TO
INTERNATIONAL CONVENTIONS (E.G. THE WARSAW
CONVENTION OR THE MONTREAL CONVENTION) AND

RELATED

TREATIES.

- (2) A PERSON WHO IS REFUSED CARRIAGE FOR A PERIOD OF
TIME, UP TO A LIFETIME BAN, OR TO WHOM A

PROBATION

NOTICE IS SERVED MAY PROVIDE TO THE CARRIER, IN
WRITING, THE REASONS WHY HE/SHE BELIEVES THEY NO
LONGER POSES A THREAT TO THE SAFETY OR COMFORT OF
PASSENGERS OR CREW, OR TO THE SAFETY OF THE

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AIRCRAFT. SUCH DOCUMENT MAY BE SENT TO THE
ADDRESS PROVIDED IN THE REFUSAL TO CARRY NOTICE

OR

THE NOTICE OF PROBATION.

- (3) THE CARRIER WILL RESPOND TO THE PASSENGER WITHIN

A

REASONABLE PERIOD OF TIME PROVIDING CARRIER'S
ASSESSMENT AS TO WHETHER IT REMAINS NECESSARY TO
CONTINUE THE BAN OR MAINTAIN THE PROBATION PERIOD.

AREA: TB TARIFF: CGR CXR: WO RULE: 0110

(DESCRIPTION NOT AVAILABL - 70

K PASSENGER EXPENSES EN ROUTE
GENERAL

- (A) EXCEPT AS STATED IN PARAGRAPH (B) BELOW, THE FARE PAID
FOR A TICKET DOES NOT INCLUDE THE COST OF ANY EXPENSES
THE PASSENGER MAY INCUR EN ROUTE.

(B) THE CARRIER WILL ABSORB PASSENGER EXPENSES EN ROUTE WHICH MAY INCLUDE HOTEL ACCOMMODATIONS, CHARGES FOR COMMUNICATIONS, GROUND TRANSFER SERVICES OR MEALS

OTHER

THAN THOSE SERVED ONBOARD AN AIRCRAFT WHEN THE PASSENGER'S FLIGHT IS DELAYED FOR REASONS WITHIN SWOOP'S CONTROL.

AREA: TB TARIFF: CGR CXR: WO RULE: 0115

(DESCRIPTION NOT AVAILABL - 70

K TICKETS

(A) GENERAL

- (1) A TICKET WILL NOT BE ISSUED AND THE CARRIER WILL NOT CARRY THE PASSENGER UNLESS THE PASSENGER HAS PAID THE APPLICABLE FARE OR HAS COMPLIED WITH ALL CREDIT ARRANGEMENTS.
- (2) BEFORE BOARDING, THE PASSENGER MUST PRESENTE THE CARRIER WITH PROOF THAT HE/SHE HAS BEEN ISSUED A VALID TICKET FOR THE FLIGHT. SUCH PROOF MUST BE IN THE FORM OF AN ITINERARY/RECEIPT, A RECORD LOCATOR OR RESERVATION NUMBER, OR BOARDING PASS AND THE PASSENGER MUST PROVIDE THE CARRIER WITH POSITIVE IDENTIFICATION TO BE ENTITLED TO TRANSPORTATION. THE TICKET WILL GIVE THE PASSENGER THE RIGHT TO TRANSPORTATION ONLY

BETWEEN

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THE POINTS OF ORGIN AND DESTINATION, AND ON THE DATES, TIMES AND VIA THE ROUTING SHOWN ON THE TICKET.

- (3) FLIGHT COUPONS WILL BE HONORED ONLY IN THE ORDER, IN WHICH THEY ARE DISPLAYED ON THE PASSENGER'S TICKET AND STORED IN THE CARRIER'S DATABASE.
 - (4) THE TICKET REMAINS AT ALL TIMES THE PROPERTY OF THE CARRIER WHICH ISSUED THE TICKET.
 - (5) THE CARRIER DOES NOT PERMIT THE PASSENGER TO HOLD MORE THAN ONE CONFIRMED RESERVATION/TICKET ON THE SAME DEPARTURE FLIGHT/ORIGIN AND DESTINATION FOR THE SAME TRAVEL DATE.
- (B) VALIDITY FOR CARRIAGE
- (1) GENERAL
WHEN VALIDATED, THE TICKET IS GOOD FOR CARRIAGE FROM THE AIRPORT OF DEPARTURE TO THE AIRPORT OF DESTINATION VIA THE ROUTE SHOWN ON THE TICKET,

FOR

THE APPLICABLE CLASS OF SERVICE AND IS VALID FOR THE PERIOD OF TIME REFERRED TO IN (B) (2) BELOW.

THE PASSENGER WILL BE ACCEPTED FOR CARRIAGE ON
 THE DATE AND FLIGHT SEGMENTS FOR WHICH A SEAT HAS
 BEEN RESERVED. THE CARRIER'S AGREEMENT TO ACCEPT A
 RESERVATION REQUEST IS SUBJECT TO THE
 AVAILABILITY OF SPACE. THE PLACE AND DATE OF ISSUE ARE THEN
 INDICATED ON THE TICKET.

(2) PERIOD OF VALIDITY
 GENERALLY, THE PERIOD OF VALIDITY FOR
 TRANSPORTATION WILL BE ONE YEAR FROM THE DATE ON
 WHICH TRANSPORTATION COMMENCES AT THE POINT OF
 ORIGIN DESIGNATED ON THE ORIGINAL TICKET, OR IF
 NO PORTION OF THE TICKET IS USED, ONE YEAR FROM THE
 DATE OF ISSUANCE OF THE ORIGINAL TICKET.

HOWEVER,
 CERTAIN FARES MAY HAVE DIFFERENT PERIODS OF
 VALIDITY. IF THIS IS THE CASE, THE SPECIFIC
 RULES ASSOCIATED WITH THE FARE WILL TAKE PRECEDENCE.

(3) COMPUTATION OF THE TICKET VALIDITY
 WHEN COMPUTING THE TICKET VALIDITY I.E., THE
 MINIMUM/MAXIMUM STAYS AND ANY OTHER CALENDAR
 PERIODS SET OUT IN THE TICKET, THE FIRST DAY TO
 BE COUNTED WILL BE THE DAY FOLLOWING THE DATE THAT
 TRANSPORTATION COMMENCED OR THAT THE TICKET WAS
 ISSUED.

(4) EXPIRATION OF VALIDITY
 TICKETS EXPIRE AT MIDNIGHT ON THE LAST DAY OF
 VALIDITY BASED ON WHERE THE TICKET WAS ISSUED.

(C) COUPON SEQUENCE
 FLIGHT APPEARING ON THE PASSENGER'S ITINERARY RECEIPT
 AND IN THE CARRIER'S DATABASE MUST BE USED IN SEQUENCE
 FROM THE PLACE OF DEPARTURE AS SHOWN ON THE
 PASSENGER'S

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TICKET. EACH FLIGHT COUPON WILL BE ACCEPTED FOR
 TRANSPORTATION IN THE CLASS OF SERVICE ON THE DATE AND
 FLIGHT FOR WHICH SPACE HAS BEEN RESERVED.

(D) OPEN TICKETS
 NOT APPLICABLE

(E) NON-TRANSFERABILITY
 A TICKET IS NOT TRANSFERABLE

NOTE: THE CARRIER WILL NOT BE LIABLE TO THE PERSON
 NAMED ON THE TICKET IF THE TICKET IS EITHER

PRESENTED FOR TRANSPORTATION OR FOR A REFUND BY ANOTHER PERSON. THE CARRIER WILL REFUSE TRANSPORTATION TO ANY PERSON OTHER THAN THE PERSON NAMED ON THE TICKET.E

- (F) PROHIBITED PRACTICES
THE CARRIER SPECIFICALLY PROHIBITS THE PRACTICE COMMONLY KNOWN AS:
HIDDEN CITY OR POINT BEYOND TICKETING:
THE PURCHASE OF A FARE FROM A POINT BEFORE THE PASSENGER'S ACTUAL POINT OF ORIGIN OR TO A POINT

BEYOND

THE PASSENGER'S ACTUAL DESTINATION. USE OF THIS PRACTICE WILL RESULT IN THE PASSENGER'S RESERVATION BEING CANCELLED AND THE PASSENGER WILL NOT BE ENTITLED TO A REFUND.

- (G) INVALIDATED TICKETS
IF THE PASSENGER ATTEMPTS TO CIRCUMVENT ANY TERM OR CONDITION OF SALE OR THE CARRIER DETERMINES THAT THE PASSENGER IS MAKING USE OF ANY OF THE PROHIBITED PRACTICES SPECIFIED IN (H) ABOVE, THIS WILL CAUSE THE PASSENGER'S TICKET TO BE INVALID AND THE CARRIER WILL HAVE THE RIGHT TO:

- (1) CANCEL ANY REMAINING PORTION OF THE PASSENGER'S ITINERARY; AND
- (2) CONFISCATE UNUSED FLIGHT COUPONS; AND
- (3) REFUSE TO BOARD THE PASSENGER OR CHECK THE PASSENGER'S BAGGAGE; AND/OR
- (4) CHARGE THE PASSENGER FOR THE TRUE VALUE OF THE TICKET, WHICH SHALL BE NO LESS THAN THE

DIFFERENCE

BETWEEN THE FARE ACTUALLY PAID AND THE LOWEST

FARE

FOR THE PASSENGER'S ACTUAL ITINERARY.

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 (DESCRIPTION NOT AVAILABL - 70
 K LIMITATIONS OF LIABILITY
 APPLICABLE TO INTERNATIONAL TRANSPORTATION TO AND FROM

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 (DESCRIPTION NOT AVAILABL - 70 (CONT)
 CANADA

- (A) SUCCESSIVE CARRIERS
TRANSPORTATION TO BE PERFORMED UNDER ONE TICKET OR UNDER A TICKET ISSUED WITH ANY CONJUNCTION TICKET BY SEVERAL SUCCESSIVE CARRIERS WILL BE REGARDED AS SINGLE OPERATION.

- (B) LAWS AND PROVISIONS APPLICABLE
LIABILITY IN THE CASE OF DEATH OR BODILY INJURY OF A

PASSENGER

- (1) THE CARRIER SHALL BE LIABLE UNDER ARTICLE 17 OF THE WARSAW CONVENTION OR MONTREAL CONVENTION, WHICHEVER MAY APPLY FOR RECOVERABLE COMPENSATORY DAMAGES SUSTAINED IN THE CASE OF DEATH OR BODILY INJURY OF A PASSENGER, AS PROVIDED IN THE FOLLOWING PARAGRAPHS:
 - (A) THE CARRIER SHALL NOT BE ABLE TO EXCLUDE OR LIMITS ITS LIABILITY FOR DAMAGES NOT EXCEEDING 113,110 SPECIAL DRAWING RIGHTS FOR EACH PASSENGER.
 - (B) THE CARRIER SHALL NOT BE LIABLE FOR DAMAGES TO THE EXTENT THAT THEY EXCEED 113,100 SPECIAL DRAWING RIGHTS FOR EACH PASSENGER IF THE CARRIER PROVES THAT.
 - (I) SUCH DAMAGE WAS NOT DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF THE CARRIER OR ITS SERVANTS OR AGENTS; OR
 - (II) SUCH DAMAGE WAS SOLELY DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF A THIRD PARTY.
 - (C) THE CARRIER RESERVES ALL OTHER DEFENSES AND LIMITATIONS AVAILABLE UNDER THE WARSAW CONVENTION OR MONTREAL CONVENTION WHICHEVER MAY APPLY TO SUCH CLAIMS INCLUDING, BUT NOT LIMITED TO EXONERATION DEFENSE OF ARTICLE 21 OF THE WARSAW CONVENTION AND ARTICLE 20 OF THE MONTREAL CONVENTION, EXCEPT THAT THE CARRIER SHALL NOT INVOKE ARTICLES 20 AND 22(1) OF THE WARSAW CONVENTION IN A MANNER INCONSISTENT WITH PARAGRAPHS 1 AND 2 HEREOF.
 - (D) WITH RESPECT TO THIRD PARTIES, THE CARRIER RESERVES ALL RIGHTS OF RECOURSE AGAINST ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, RIGHTS OF CONTRIBUTION AND INDEMNITY.
 - (E) THE CARRIER AGREES THAT, SUBJECT TO APPLICABLE LAW, RECOVERABLE COMPENSATORY DAMAGES FOR SUCH CLAIMS MAY BE DETERMINED BY REFERENCE TO THE LAWS OF THE COUNTRY OF DOMICILE OR COUNTRY OF PERMANENT RESIDENCE

OF

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THE PASSENGER.

- (2) IN CASES OF BODILY INJURY OR DEATH, THE CARRIER SHALL MAKE AN ADVANCE PAYMENT WHERE THE CARRIER DETERMINES IT IS NECESSARY TO MEET THE IMMEDIATE ECONOMIC NEEDS OF, AND HARDSHIP SUFFERED BY, A

PASSENGER AS PROVIDED IN THE FOLLOWING

PARAGRAPHS :

(A) UNLESS A DISPUTE ARISES OVER THE IDENTITY OF THE PERSON TO WHOM AN ADVANCE PAYMENT SHALL BE MADE, THE CARRIER SHALL, WITHOUT DELAY, MAKE THE ADVANCE PAYMENT TO THE PASSENGER IN AN AMOUNT DETERMINED BY THE CARRIER IN ITS SOLE DISCRETION. IN THE EVENT OF DEATH OF A PASSENGER, THE AMOUNT OF THE ADVANCE PAYMENT SHALL NOT BE LESS THAN 16,000 SPECIAL

DRAWING

RIGHTS, WHICH SHALL BE PAID TO A REPRESENTATIVE OF THE PASSENGER'S NEXT OF

KIN

ELIGIBLE TO RECEIVE SUCH ADVANCE PAYMENT AS DETERMINED BY THE CARRIER IN ITS SOLE DISCRETION.

(B) THE CARRIER SHALL MAKE THE ADVANCE PAYMENT

AS

AN ADVANCE AGAINST THE CARRIER'S LIABILITY UNDER THE WARSAW CONVENTION OR MONTREAL CONVENTION, WHICHEVER MAY APPLY. AN ADVANCE PAYMENT SHALL NOT CONSTITUTE RECOGNITION OF LIABILITY. AN ADVANCE PAYMENT SHALL BE OFFSET AGAINST, OR DEDUCTED FROM THE PAYMENT OF, ANY SETTLEMENT OR JUDGMENT WITH RESPECT TO ANY CLAIM FOR COMPENSATION ON BEHALF OF THE PASSENGER.

(C) THE CARRIER, IN MAKING AN ADVANCE PAYMENT, DOES NOT WAIVE ANY RIGHTS, DEFENSES, OR LIMITATIONS AVAILABLE UNDER THE WARSAW CONVENTION, OR THE MONTREAL CONVENTION, WHICHEVER MAY APPLY, TO ANY CLAIM, NOR SHALL ACCEPTANCE OF AN ADVANCE PAYMENT CONSTITUTE

A

RELEASE OF ANY CLAIM, WHATSOEVER, BY ANY PERSON.

(D) THE CARRIER, IN MAKING AN ADVANCE PAYMENT, PRESERVES ITS RIGHT TO SEEK CONTRIBUTION OR INDEMNITY FROM ANY OTHER PERSON FOR SUCH PAYMENT, WHICH SHALL NOT BE DEEMED TO A VOLUNTARY CONTRIBUTION OR CONTRACTUAL

PAYMENT

ON THE PART OF THE CARRIER.

(E) THE CARRIER MAY RECOVER AN ADVANCE PAYMENT FROM ANY PERSON WHERE IT IS PROVEN THE CARRIER IS NOT LIABLE FOR ANY DAMAGE SUSTAINED BY THE PASSENGER, OR WHERE IT IS PROVEN THAT THE PERSON WAS NOT ENTITLED TO RECEIVE THE PAYMENT, OR WHERE AND TO THE

(DESCRIPTION NOT AVAILABL - 70 (CONT)

EXTENT THAT IT IS PROVEN THAT THE PERSON WHO RECEIVED THE ADVANCE PAYMENT CAUSED, OR CONTRIBUTED TO, THE DAMAGE.

LIABILITY IN THE CASE OF PASSENGER DELAY

(3) THE CARRIER SHALL BE LIABLE FOR DAMAGE OCCASIONED BY DELAY IN THE CARRIAGE OF PASSENGERS BY AIR, AS PROVIDED IN THE FOLLOWING PARAGRAPHS:

(A) THE CARRIER SHALL NOT BE LIABLE IF IT PROVES THAT IT AND ITS SERVANTS AND AGENTS TOOK ALL MEASURES THAT COULD REASONABLY BE REQUIRED

TO

AVOID THE DAMAGE, OR THAT IT WAS IMPOSSIBLE FOR IT OR THEM TO TAKE SUCH MEASURES.

(B) DAMAGES OCCASIONED BY DELAY ARE SUBJECT TO THE TERMS, LIMITATIONS AND DEFENSES SET

FORTH

IN THE WARSAW CONVENTION AND THE MONTREAL CONVENTION, WHICHEVER MAY APPLY. IN

ADDITION

TO ANY LIMITATION OF DEFENSE RECOGNIZED BY A COURT WITH PROPER JURISDICTION OVER A CLAIM.

(C) THE CARRIER RESERVES ALL DEFENSES AND LIMITATIONS AVAILABLE UNDER THE WARSAW CONVENTION OR THE MONTREAL CONVENTION, WHICHEVER MAY APPLY TO CLAIMS FOR DAMAGE OCCASIONED BY DELAY, INCLUDING, BUT NOT LIMITED TO, THE EXONERATION DEFENSE OF ARTICLE 21 OF THE WARSAW CONVENTION AND ARTICLE 20 OF THE MONTREAL CONVENTION.

UNDER

THE MONTREAL CONVENTION, THE LIABILITY OF

THE

CARRIER FOR DAMAGE CAUSED BY DELAY IS

LIMITED

TO 4,694 SDR PER PASSENGER. THE LIMITS OF LIABILITY SHALL NOT APPLY IN CASES DESCRIBED IN ARTICLE 25 OF THE WARSAW CONVENTION OR ARTICLE 22(5) OF THE MONTREAL CONVENTION, WHICHEVER MAY APPLY.

LIABILITY IN THE CASE OF DESTRUCTION OR LOSS OF, DAMAGE TO, OR DELAY OF CHECKED AND UNCHECKED BAGGAGE

(4) THE CARRIER IS LIABLE FOR DAMAGES SUSTAINED IN

THE

CASE OF DESTRUCTION OR LOSS OF, DAMAGE TO, OR DELAY OF CHECKED AND UNCHECKED BAGGAGE, AS PROVIDED IN THE FOLLOWING PARAGRAPHS.

(A) EXCEPT AS PROVIDED BELOW, THE LIABILITY OF THE CARRIER IS LIMITED TO 1,131 SPECIAL DRAWING RIGHTS FOR EACH PASSENGER IN THE

CASE

OF DESTRUCTION, LOSS, DAMAGE, OR DELAY OF BAGGAGE, WHETHER CHECKED OR UNCHECKED, UNDER THE WARSAW CONVENTION OR THE MONTREAL CONVENTION, WHICHEVER MAY APPLY. UNLESS THE PASSENGER PROVES OTHERWISE:

(I) ALL BAGGAGE CHECKED BY A PASSENGER

SHALL

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BE CONSIDERED TO BE THE PROPERTY OF

THAT

PASSENGER.

(II) A PARTICULAR PIECE OF BAGGAGE, CHECKED OR UNCHECKED, SHALL NOT BE CONSIDERED

TO

BE THE PROPERTY OF MORE THAN ONE PASSENGER; AND

(III) UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS, SHALL BE CONSIDERED TO BE THE PROPERTY OF THE PASSENGER IN POSSESSION OF THE BAGGAGE AT THE TIME OF EMBARKATION.

(B) IF A PASSENGER MAKES, AT THE TIME CHECKED BAGGAGE IS HANDED TO THE CARRIER, A SPECIAL DECLARATION OF INTEREST AND HAS PAID A SUPPLEMENTARY SUM, IF APPLICABLE, THE

CARRIER

WILL BE LIABLE FOR DESTRUCTION, LOSS,

DAMAGE,

OR DELAY OF SUCH CHECKED BAGGAGE IN AN

AMOUNT

NOT EXCEEDING THE DECLARED AMOUNT, UNLESS

THE

CARRIER PROVES THAT THE DECLARED AMOUNT IS GREATER THAN THE PASSENGER'S ACTUAL INTEREST IN DELIVERY AT DESTINATION. THE DECLARED AMOUNT, AND THE CARRIER'S LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF DECLARATION PERMISSIBLE UNDER THE CARRIER'S REGULATIONS, INCLUSIVE OF THE LIMITATION OF PARAGRAPH

(B) (4) (A) HEREOF. IN THE CASE OF TRANSPORTATION UNDER THE WARSAW CONVENTION, NO SUPPLEMENTARY SUM SHALL APPLY UNLESS THE DECLARED AMOUNT EXCEEDS 19 SPECIAL DRAWING RIGHTS PER KILOGRAM OF THE TOTAL RECORDED WEIGHT OF THE CHECKED BAGGAGE AT THE TIME

THE

BAGGAGE IS HANDE TO THE CARRIER.

NOTE: THIS PROVISION IS NOT APPLICABLE TO A

CARRIER

PERSON WITH A DISABILITY'S MOBILITY AID.
(C) IN THE CASE OF UNCHECKED BAGGAGE, THE

IS LIABLE ONLY TO THE EXTENT THE DAMAGE
RESULTED FROM ITS FAULT, OR THAT OF ITS
SERVANTS OR AGENTS.

(D) THE CARRIER IS LIABLE FOR THE DAMAGE
SUSTAINED IN CASE OF DESTRUCTION OR LOSS OF,
OR DAMAGE TO, CHECKED BAGGAGE UPON CONDITION
ONLY THAT THE EVENT WHICH CAUSED THE
DESTRUCTION, LOSS OR DAMAGE TOOK PLACE ON
BOARD THE AIRCRAFT OR DURING ANY PERIOD
WITHIN WHICH THE CHECKED BAGGAGE WAS IN THE
CHARGE OF THE CARRIER. HOWEVER, THE CARRIER
IS NOT LIABLE IF AND TO THE EXTENT THAT THE
DAMAGE RESULTED THE INHERENT DEFECT, QUALITY
OR VICE OF THE BAGGAGE. FURTHER, THE

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(DESCRIPTION NOT AVAILABL - 70 (CONT)

CARRIER'S LIABILITY FOR THE DESTRUCTION,
LOSS, DAMAGE OR DELAY OF BAGGAGE IS SUBJECT
TO THE TERMS, LIMITATIONS AND DEFENSES SET
FORTH IN THE WARSAW CONVENTION AND THE
MONTREAL CONVENTION, WHICHEVER MAY APPLY, IN
ADDITION TO ANY LIMITATION OF DEFENSE
RECOGNIZED BY A COURT WITH PROPER
JURISIDICION OVER CLAIM.

(E) THE CARRIER RESERVES ALL DEFENSES AND
LIMITATIONS AVAILABLE UNDER THE WARSAW
CONVENTION AND THE MONTREAL CONVENTION,
WHICHEVER MAY APPLY TO SUCH CLAIMS

INCLUDING,

BUT NOT LIMITED TO, THE DEFENSE OF ARTICLE

20

OF THE WARSAW CONVENTION AND ARTICLE 19 OF
THE MONTREAL CONVENTION, AND THE EXONERATION
DEFENSE OF ARTICLE 21 OF THE WARSAW
CONVENTION AND ARTICLE 20 OF THE MONTREAL
CONVENTION, EXCEPT THAT THE CARRIER SHALL

NOT

INVOKE ARTICLE 22(2) AND 22(3) OF THE WARSAW
CONVENTION IN A MANNER INCONSISTENT WITH
(B) (1) HEREOF. THE LIMITS OF LIABILITY

SHALL

NOT APPLY IN CASES DESCRIBED IN ARTICLE 24

OF

THE WARSAW CONVENTION OR ARTICLE 22(5) OF

THE

MONTREAL CONVENTION, WHICHEVER MAY APPLY.

MOBILITY AIDS

NOTE: NOTWITHSTANDING THE NORMAL CARRIER LIABILITY AS CONTAINED IN THIS RULE, THE LIMIT OF LIABILITY WILL BE WAIVED FOR CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN ACCEPTED AS CHECKED BAGGAGE OR OTHERWISE. IN THE EVENT THAT A MOBILITY AID IS LOST OR DAMAGED, COMPENSATION IS TO BE BASED ON THE COST OF THE REPAIR OR REPLACEMENT VALUE OF THE MOBILITY AID. IN THE EVENT THAT A MOBILITY AID IS LOST OR DAMAGED:

(A) THE AIR CARRIER WILL IMMEDIATELY PROVIDE A SUITABLE TEMPORARY REPLACEMENT WITHOUT CHARGE;

(B) IF A DAMAGED AID CAN BE REPAIRED, IN

TO (A) ABOVE, THE AIR CARRIER WILL ARRANGE,

ITS EXPENSE, FOR THE PROMPT AND ADQUATE REPAIR OF THE AID AND RETURN IT TO THE PASSENGER AS SOON AS POSSIBLE.

(C) IF A DAMAGED AID CANNOT BE REPAIRED OR IS LOST AND CANNOT BE LOCATED WITHIN 96 HOURS FOLLOWING THE PASSENGER'S ARRIVAL, THE CARRIER WILL IN ADDITION TO (A) ABOVE, REPLACE IT WITH AN IDENTICAL AID

ADDITION

AT

SATISFACTORY

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TO THE PASSENGER, OR REIMBURSE THE PASSENGER FOR THE REPLACEMENT COST OF THE AID.

SERVICE ANIMALS

SHOULD INJURY OR DEATH OF A SERVICE ANIMAL RESULT FROM THE FAULT OR NEGLIGENCE OF THE CARRIER, THE CARRIER WILL UNDERTAKE TO PROVIDE EXPEDITIOUSLY, AND AT ITS OWN EXPENSE, MEDICAL CARE FOR OR REPLACEMENT OF THE SERVICE ANIMAL.

(C) TIME LIMITATIONS ON CLAIMS AND ACTIONS

UNDER THE WARSAW CONVENTION AND THE MONTREAL CONVENTION, WHICHEVER MAY APPLY, AN ACTION FOR DAMAGES MUST BE BROUGHT WITHIN TWO YEARS, AND A COMPLAINT MUST BE MADE TO THE CARRIER WITHIN SEVEN CALENDAR DAYS IN THE CASE OF DAMAGE TO BAGGAGE, AND 21 CALENDAR DAYS IN THE CASE OF DELAY THEREOF. FOR BAGGAGE CLAIMS, REIMBURSEMENT FOR EXPENSES WILL BE BASED UPON ACCEPTABLE PROOF OF CLAIM.

(D) NOTICES

THE CARRIER WILL PROVIDE EACH PASSENGER WHOSE

TRANSPORTATION IS GOVERNED BY THE WARSAW CONVENTION OR THE MONTREAL CONVENTION WITH THE FOLLOWING NOTICE: ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER

LIABILITY

PASSENGER ON JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES

KNOWN

AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY. FOR SUCH PASSENGERS, THE TREATY, INCLUDING SPECIAL CONTRACTS OF CARRIAGE EMBODIED IN APPLICABLE TARIFFS, GOVERNS AND MAY LIMIT THE

LIABILITY

OF THE CARRIER IN RESPECT OF DEATH OR INJURY TO PASSENGERS, AND FOR DESTRUCTION OR LOSS OF, OR DAMAGE TO, BAGGAGE AND FOR DELAY OF PASSENGERS AND BAGGAGE. FOR SERVICES PROVIDED IN THE EU, THE CARRIER WILL USE THE FOLLOWING NOTICE IN ADDITION TO THE PRECEDING NOTICE:

"LIMITS OF LIABILITY: THE APPLICABLE LIMITS OF LIABILITY FOR YOUR JOURNEY ON A FLIGHT TICKETED BY

THIS

CARRIER ARE:

- (1) THERE ARE NO FINANCIAL LIMITS FOR DEATH OR BODILY INJURY AND THE AIR CARRIER MAY MAKE AN ADVANCE PAYMENT TO MEET IMMEDIATE ECONOMIC NEEDS OF THE PERSON ENTITLED TO CLAIM COMPENSATION;
- (2) IN THE CASE OF DESTRUCTION, LOSS OF, OR DAMAGE OR DELAY TO BAGGAGE, 1,131 SPECIAL DRAWING RIGHTS

PER

PASSENGER IN MOST CASES. YOU MAY BENEFIT FROM A HIGHER LIMIT OF LIABILITY FOR LOSS OF, DAMAGE OR DELAY TO BAGGAGE BY MAKING AT CHECK-IN A SPECIAL

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DECLARATION OF THE VALUE OF YOUR BAGGAGE AND PAYING ANY SUPPLEMENTARY FEE THAT MAY APPLY. ALTERNATIVELY, IF THE VALUE OF YOUR BAGGAGE EXCEEDS THE APPLICABLE LIMIT OF LIABILITY, YOU SHOULD FULLY INSURE IT BEFORE YOU TRAVEL;

- (3) IN THE CASE OF DELAY TO YOUR JOURNEY, 4,694 SPECIAL DRAWING RIGHTS PER PASSENGER.

IF YOUR JOURNEY ALSO INVOLVES CARRIAGE BY OTHER AIRLINES, YOU SHOULD CONTACT THEM FOR INFORMATION ON THEIR LIMITS OF LIABILITY"

(E) OVERIDING LAW

TICKET
APPLICABLE
WHICH

IF ANY PROVISION CONTAINED OR REFERRED TO IN THE
OR THIS TARIFF IS FOUND TO BE CONTRARY TO AN
LAW, GOVERNMENT REGULATION, ORDER OR REQUIREMENT,

CANNOT BE WAIVED BY AGREEMENT OF THE PARTIES, SUCH
PROVISION, TO THE EXTENT THAT IT IS INVALID, SHALL BE
SEVERED FROM THE TICKET OR TARIFF AND THE REMAINING
PROVISIONS SHALL CONTINUE TO BE OF FULL AND EFFECT.

(F) MODIFICATION AND WAIVER
NO AGENT, SERVANT OR REPRESENTATIVE OF THE CARRIER HAS
THE AUTHORITY TO ALTER, MODIFY, OR WAIVE ANY

PROVISIONS

OF THE CONTENT OF CARRIAGE OR THIS TARIFF.

(G) GRATUITOUS TRANSPORTATION
ALL PASSENGER WHO ARE TRANSPORTED GRATUITOUS BY THE
CARRIER WILL BE GOVERNED BY ALL THE PROVISIONS OF THIS
RULE BY ALL OTHER APPLICABLE RULES OF THIS TARIFF.

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K REFUNDS

(A) GENERAL

(1) THE PASSENGER MUST PRESENT TO THE CARRIER OR ITS
AUTHORIZED AGENT THE UNUSED FLIGHT COUPONS OF A
TICKET, AN ITINERARY/RECEIPT, A RECORD LOCATOR,

OR

A RESERVATION NUMBER AS SATISFACTORY PROOF THAT
THE PASSENGER HAS UNUSED PORTIONS OF A TICKET
WHICH ARE ELIGIBLE FOR REFUND.

(2) THE CARRIER WILL MAKE A REFUND TO THE PERSON WHO
PURCHASED THE TICKET.

(3) IF, AT THE TIME OF TICKET PURCHASE, THE PURCHASER
DESIGNATES ANOTHER PERSON TO WHOM THE REFUND

SHALL

BE MADE, THEN THE REFUND WILL BE MADE TO THE
PERSON SO DESIGNATED. TO DO SO, THE PASSENGER
MUST CONTACT THE CARRIER DIRECTLY.

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(4) ACCEPTANCE OF A REFUND BY THE PASSENGER WILL
RELEASE THE CARRIER FROM FURTHER LIABILITY.

THE

(5) IN ANY INSTANCE WHERE REFUNDS ARE APPROPRIATE,

CARRIER WILL PROCESS REQUESTS IN A TIMELY MANNER
AND REFUND THE FARE IN THE ORIGINAL FORM OF

REQUESTS
PURCHASES,

PAYMENT. THE CARRIER WILL PROCESS REFUND
WITHIN 30 BUSINESS DAYS FOR CREDIT CARD

HOWEVER TIME FOR RETURN OF FUNDS DEPENDS ON THE
PASSENGER'S FINANCIAL INSTITUTION.

(B) INVOLUNTARY REFUNDS

- (1) INVOLUNTARY REFUNDS ARE NOT SUBJECT TO ANY
RESTRICTIONS CONTAINED IN THE APPLICABLE FARE
RULE.
- (2) THE AMOUNT OF THE INVOLUNTARY REFUND WILL BE AS
FOLLOWS:

THE

- (A) IF, DUE TO A SCHEDULE IRREGULARITY WITHIN

CARRIER'S CONTROL OR DENIED BOARDING IN
ACCORDANCE WITH SCHEDULE IRREGULARITIES RULE
90(C)(2)(D) AND DENIED BOARDING RULE
95(D)(4), THE PASSENGER CHOOSES TO NO LONGER
TRAVEL DUE TO LOSS OF PURPOSE OF TRAVEL OR

IF

ALTERNATE TRAVEL COULD NOT BE PROVIDED

WITHIN

A REASONABLE TIME, THE CARRIER WILL OFFER A
REFUND EQUAL TO THE FARE AND CHARGE PAID,
IRRESPECTIVE IF TRAVEL HAS COMMENCED.

THE

- (B) IF, DUE TO A SCHEDULE IRREGULARITY WITHIN

CARRIER'S CONTROL OR DENIED BOARDING IN
ACCORDANCE WITH SCHEDULE IRREGULARITIES RULE
90(C)(2)(D) AND DENIED BOARDING RULE 95(D)4,
THE PASSENGER CHOOSES TO NO LONGER TRAVEL
BECAUSE THE ALTERNATE TRANSPORTATION OFFERED
DOES NOT MEET WITH THE PASSENGER'S
SATISFACTION, THE CARRIER WILL OFFER A

REFUND

EQUAL TO THE FARE AND CHARGE PAID.

WITHIN

- (C) IF, DUE TO A SCHEDULE IRREGULARITY NOT

THE CARRIER'S CONTROL OR REFUSAL TO

TRANSPORT

IN ACCORDANCE WITH SCHEDULE IRREGULARITIES
RULE 90(C)(3)(D) AND (E) AND REFUSAL TO
TRANSPORT RULE 105(C)(1), NO PORTION OF A
TICKET HAS BEEN USED, THE AMOUNT OF REFUND
WILL BE EQUAL TO THE FARE AND CHARGES PAID;
OR

WITHIN

- (D) IF, DUE TO A SCHEDULE IRREGULARITY NOT

THE CARRIER'S CONTROL OR A REFUSAL TO
TRANSPORT IN ACCORDANCE WITH SCHEDULE
IRREGULARITIES RULE 90(C)(3)(D) AND (E) AND
REFUSAL TO TRANSPORT RULE 105(C)(1), A
PORTION OF THE TICKET HAS BEEN USED, THE
AMOUNT REFUNDED TO THE PURCHASER WILL BE THE

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ONE THAT RESULTS IN THE MOST GENEROUS AMOUNT
USING ONE OF THE FOLLOWING METHODS:

- (I) THE DIFFERENCE BETWEEN THE FARE PAID
AND
THE FARE FOR TRANSPORTATION ACTUALLY
USED OR TO BE USED; OR
- (II) PROVIDED THAT THE POINT WHERE TRAVEL
TERMINATED WAS ON THE PASSENGER'S
ROUTING AS SHOWN ON THE ORIGINAL TICKET
AND ROUTING REMAINS UNCHANGED, THE
PASSENGER WILL REFUNDED THE DIFFERENCE
BETWEEN THE ONE WAY FARE APPLICABLE TO
THE UNUSED TRANSPORTATION FROM THE
POINT
TO
WHERE THE PASSENGER TERMINATED TRAVEL
THE DESTINATION OR NEXT STOPOVER POINT
AS NAMED ON THE TICKET OR TO THE POINT
AT WHICH TRANSPORTATION IS TO BE
RESUMED
LESS THE SAME RATE OF DISCOUNT, (IF
TRAVEL IS ON A DISCOUNT FARE) THAT WAS
APPLIED TO THE ORIGINAL ONE WAY FARE
(INCLUDING ALL CHARGE). IF THE
PASSENGER WAS TRAVELLING ON A ROUND
TRIP
OR CIRCLE TRIP TICKET, THE AMOUNT
REFUNDED WOULD BE BASED ON THE RATE OF
DISCOUNT OF ONE HALF OF THE ROUND-TRIP
FARE; OR
- (III) IF THE POINT WHERE THE PASSENGER
ROUTING
TERMINATED TRAVEL WAS NOT ON THE
SPECIFIED ON THE TICKET, THE REFUND
WILL
BE BASED ON THE LOWEST APPLICABLE FARE
OF ANY AIR CARRIER OPERATING BETWEEN
THE
POINT WHERE THE PASSENGER TERMINATED
TRAVEL TO THE DESTINATION OR NEXT
STOPOVER POINT NAMED ON THE TICKET OR
TO
THE POINT AT WHICH TRANSPORTATION IS TO
BE RESUMED.

(3) INVOLUNTARY REFUND OF TICKET SHALL BE MADE IN THE
CURRENCY USED TO ISSUE THE TICKET AND IN THE
COUNTRY WHERE THE TICKET WAS PURCHASED, WHENEVER

THE
SUCH
POSSIBLE. HOWEVER, CANADIAN DOLLAR REFUNDS OR
REFUNDS IN THE CURRENCY OF THE COUNTRY WHERE THE
INVOLUNTARY REFUND IS NECESSARY MAY BE MADE AT
REQUEST OF THE PASSENGER PROVIDED A REFUND IN
CURRENCY IS NOT PROHIBITED BY LOCAL GOVERNMENT
FORIEGN CONTROL REGULATIONS.

(C) VOLUNTARY REFUNDS

- (1) VOLUNTARY REFUNDS WILL BE BASED ON THE APPLICABLE FARE AT THE TIME OF TICKET ISSUANCE, AND THE REFUND WILL BE MADE IN ACCORDANCE WITH ANY RESTRICTIONS CONTAINED IN THE APPLICABLE FARE RULE.

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- (2) VOLUNTARY REFUNDS WILL BE MADE ONLY BY THE CARRIER WHICH ORIGINALLY ISSUED THE TICKET OR ITS
AUTHORIZED
AGENT.
- (3) IF NO PORTION OF A TICKET HAS BEEN USED, THE REFUND WILL BE FULL AMOUNT OF THE FARE PAID LESS ANY CANCELLATION FEE AND/OR SERVICE CHARGE.
- (4) IF A PORTION OF A THE TICKET HAS BEEN USED, THE REFUND WILL BE AN AMOUNT EQUAL TO THE DIFFERENCE BETWEEN THE FARE PAID AND THE APPLICABLE FARE FOR TRAVEL BETWEEN THE POINTS FOR WHICH THE TICKET HAS BEEN USED, LESS ANY CANCELLATION FEE AND/OR SERVICE CHARGE.
- (5) VOLUNTARY REFUND OF TICKETS SHALL BE MADE IN THE CURRENCY USED TO ISSUE THE TICKET AND IN THE

COUNTRY
WHERE THE TICKET WAS PURCHASED, WHENEVER POSSIBLE. HOWEVER, CANADIAN DOLLAR REFUNDS IN THE CURRENCY OF THE COUNTRY WHERE THE VOLUNTARY REFUND IS REQUESTED MAY BE MADE AT THE REQUEST OF THE PASSENGER

PROVIDED
LOCAL
A REFUND IN SUCH CURRENCY IS NOT PROHIBITED BY
GOVERNMENT FOREIGN EXCHANGE CONTROL REGULATIONS.

- (6) NON-REFUNDABLE TICKETS CAN BE EXCHANGED FOR A
FUTURE
TICKET FOR UP TO ONE YEAR FROM THE TICKET ISSUE
DATE
AS LONG AS THE RESERVATION IS CANCELLED ON OR

BEFORE
THE FIRST TRAVEL DATE ON THE TICKET.

(D) TIME LIMIT FOR REQUESTING A REFUND

- (1) IN CASES WHERE REFUNDS ARE PERMITTED, THE PASSENGER

OR

MUST MAKE THE REQUEST AT THE TIME OF CANCELLATION

SCHEDULE IRREGULARITY, REFUNDS WILL BE PROCESSES
WITHIN 30 DAYS.

- (E) REFUNDS IN THE CASE OF DEATH
WHEN TRANSPORTATION IS CANCELLED AS A RESULT OF THE
DEATH OF THE PASSENGER, A MEMBER OF THE IMMEDIATE

FAMILY

OR TRAVELLING COMPANION, THE REFUND WILL APPLY AS
FOLLOWS:

- (1) REFUNDS IN THE CASE OF A DEATH ARE NOT SUBJECT TO
ANY RESTRICTIONS CONTAINED IN THE APPLICABLE FARE
RULES.
- (2) IF NO PORTION OF A TICKET HAS BEEN USED, THE AMOUNT
OF REFUND WILL BE EQUAL TO THE FARE AND CHARGES
PAID.
- (3) IF A PORTION OF THE TICKET HAS BEEN USED, THE

REFUND

WILL BE EQUAL TO THE DIFFERENCE BETWEEN THE PAID
AND THE APPLICABLE FARE FOR TRAVEL BETWEEN THE
POINTS FOR WHICH THE TICKET HAS BEEN USED AND WILL
NOT BE SUBJECT TO ANY CANCELLATION FEE AND/OR
SERVICE CHARGE.

- (4) REFUND WILL ONLY BE MADE UPON PRESENTATION OF THE
UNUSED COUPON(S) AND DEATH CERTIFICATE, OR A COPY
DULY EXECUTED BY THE COMPETENT AUTHORITIES (I.E.

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THE

THOSE DESIGNATED TO ISSUE A DEATH CERTIFICATE BY

APPLICABLE LAWS OF THE COUNTRY CONCERNED), IN THE
COUNTRY IN WHICH THE DEATH OCCURRED.

- (5) IN THE CASE OF DEATH OF THE PASSENGER, THE REFUND
WILL BE MADE TO THE ESTATE OF THE PASSENGER.
- (F) JURY DUTY
IN THE EVENT THE PASSENGER IS CALLED TO JURY DUTY OR
SUBPOENAED, A FULL REFUND WILL APPLY UPON PRESENTATION
OF JURY SUMMONS OR SUBPOENA. NO OTHER DOCUMENT WILL BE
ACCEPTED.
- (G) REFUSAL TO REFUND
 - (1) THE CARRIER MAY REFUSE TO REFUND THE PASSENGER'S
TICKET IF THAT TICKET IS PRESENTED FOR REFUND AFTER
ITS VALIDITY HAS EXPIRED.
 - (2) FOR TICKETS INVOLVING INTERNATIONAL TRAVEL, CERTAIN
COUNTRIES LIMIT THE AMOUNT OF TIME THE PASSENGER

MAY

STAY IN A PARTICULAR COUNTRY WITHOUT A VISA OR

OTHER

OFFICIAL GOVERNMENT DOCUMENTATION GRANTING

PERMISSION TO STAY FOR AN EXTENDED PERIOD OF TIME.
ACCORDINGLY, THE REFUND OF UNUSED COUPON(S) MAY BE
REFUSED, UNLESS THE PASSENGER IS ABLE TO PROVE THAT
HE/SHE HAS RECEIVED GOVERNMENT PERMISSION TO REMAIN
IN THE COUNTRY OR IS DEPARTING THE COUNTRY ON
ANOTHER CARRIER OR BY OTHER MEANS OF TRANSPORT.