

Canadian cities	Mexican Cities
YXU	CUN
YVR	CUN
YVR	MZT
YVR	PVR
YYC	CUN
YWG	CUN
YWG	PVR
YYZ	CUN
YYZ	CZM
YYZ	SJD
YUL	CUN
YUL	PVR
YQB	CUN
YSJ	CUN
YOW	PVR
YYC	PVR
YEG	PVR

Approved to Operate as Schedule Services between the Cities listed above for Mexico.

Dominican

All stations between Canada & Dominican

Jamaica

All stations between Canada & Jamaica

St. Lucia

All stations between Canada & St.Lucia

USA

All stations between Canada & USA (Including SJU)

SUNWING AIRLINE INC. carrying on business as **SUNWING**

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

ISSUED BY	ISSUED DATE	EFFECTIVE DATE
Mark Williams	December 04, 2006	December 05, 2006
President		*per CTA Special
SUNWING AIRLINE INC		Permission # 19492
27 Fasken Drive		
Toronto, Ontario		
M9W1K6 Canada		

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

- CTA(A)Canadian Transportation Agency
- IATAInternational Air Transport Association
- Cont'dContinued
- No.Number
- \$Dollar(s)
- ¢Cent(s)
- [R]Denotes reductions
- [A]Denotes increases
- [C]Denotes changes which result in neither increases or reductions
- [X]Denotes cancellation
- [N]Denotes addition
- CANCanadian
- N/ANot Applicable
- CyCurrency
- Kilo's/Kg's.....Kilograms
- USDU.S. Dollars
- CADCanadian Dollars

SECTION I - GENERAL RULES**RULE 1. DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this tariff, the following words shall have meanings set out below:

Air crew means the flight crew and one 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 and a Ferry Flight;

Air Transportation Contract means with respect to International Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a International Service flight;

Air Transportation Regulations mean 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;

Air Waybill means a non-negotiable air-bill of the required number of copies, covering the cargo transported by the carrier subject to this tariff;

Ambulatory means a person who is able to move about within an aircraft unassisted;

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 to adult's status (such as senior citizens fare, etc.);

Applicable Full Fare means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

Assistant a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the carrier's staff.

Baggage which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use in connection with the passenger trip;

Baggage Check means those portions of the ticket which provide for the carriage of passenger(s) checked baggage and which are issued by the carrier as a receipt for passenger(s) checked baggage;

Baggage Tag means a document issued by the carrier solely for identification of checked baggage, one portion of which is attached by carrier to a particular article of checked baggage and the other portion of which is given to the passenger;

Canada means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut;

Canada Transportation Act or **CTA** means the Canada Transportation Act, 1996, as amended from time to time;

Cargo means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the carrier for treatment of the goods as "Cargo", and has paid the rates as agreed upon by the Carrier and the person who has executed the agreement;

Cargo Service means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Trans-border Service or an International Service Flight;

Carrier "Sunwing Airline"

Circle Trip means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same routing in both directions;

Class of Service means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the carrier;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

Convention means either Montreal Convention or Warsaw Convention, whichever is applicable;

Department of Transportation means U.S. Department of Transportation.

Destination means the point to which the passenger(s) to be transported on a flight is bound.

Event of Force Majeure means an event, the cause or causes of which are not attributable to the wilful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost;

Fare or Fare class means the rate charged to a passenger in respect of a particular class of International Service offered by the Carrier, from time to time, as more particularly set out in Schedule "A";

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;

Goods means anything that can be transported by air, including animals, other than in plane-load and baggage;

International Service means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand;

Itinerary means a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and

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Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight;

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);

Montreal Convention means the Convention for the Unification of Certain Rules of International Carriage by Air, signed at Montreal, May 28, 1999;

Origin means the point from which a flight commences with the passengers to be transported;

Outward Destination means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin;

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 an agreement;

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:

- (a) injury to or death of persons who are passengers;
- (b) 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;
- (c) damage to or loss of goods in the Carrier's charge; or
- (d) 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;

Prepaid Ticket Advice means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location;

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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, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon;

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions;

Routing means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff;

Schedule Irregularity means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival of the carrier's flight resulting in a misconnection, or
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the carrier's flights, or
- (c) substitution of equipment, or
- (d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger's arrival at the airport to check in for the original flight.

SDR means Special Drawing Rights issued by the International Monetary Fund;

Stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination;

Tariff means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto;

Ticket means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage;

Traffic means any passengers, goods or mail that is transported by air;

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Warsaw Convention means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

1.2 Currency

For travel originating in Canada, all rates and charges published in this Tariff are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

- (a) (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) Jeppesen Airway Manual, published by Jeppesen & Co. GmbH, Frankfurt, Germany;
- (d) Book of Official C.A.B. Airline Route Maps and Airport Mileages, revisions thereto, and reissues thereof, published by Airline Tariff Publishing Company;
- (e) And/or combination thereof.

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RULE 2. APPLICATION OF TARIFF

2.1 Application

This Tariff shall apply to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- (a) an International Service
- (b) a Cargo Service
- (c) This tariff contains the conditions of carriage and practices upon which the carrier transports and agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.
- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (f) No agent, employee or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the carrier.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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2.2 Air Transportation Contract Requirement

No International Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of an International Service and the Carrier and any person in respect of a Cargo Service.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and any other person in respect of Cargo Services, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all International Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract.

RULE 3. RATES AND CHARGES – INTERNATIONAL SERVICE

3.1 International Service Rates and Charges

(N) Fares rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff 526

3.2 Payment Terms

All fares are due and payable by a passenger on or by twelve o'clock midnight (local time) on the date a reservation in respect of a flight is made by such passenger and on payment in respect of such flight, the Carrier, or an agent of the Carrier authorized for that purpose, shall issue an itinerary to the passenger setting forth the details of the flight. If no changes are made by the passenger prior to travel, the carrier guarantees that the fare paid at the time of booking shall be honoured.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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3.3 Passenger Cancellation, Change and Refund Terms

All fares are changeable and cancellable by a passenger up to two (2) hours prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following shall apply:

- (a) one-way fares shall be non-refundable and subject to a cancellation charge depending on the type of fare purchased and are governed by the applicable fare rules which will be notified to the passenger at the time of purchasing the ticket by the Carriers authorized agent . If a one-way fare is cancelled, the Carrier shall provide the passenger with a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, the credit shall be equal to the original fare which was cancelled, less the applicable cancellation charge.
- (b) round-trip fares shall be non-refundable and subject to a cancellation charge; provided that if, a round-trip fare is cancelled, the Carrier shall provide the passenger with a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was cancelled, less the applicable cancellation charge;
- (c) notwithstanding the above, if, following the first segment of a round-trip fare, the passenger fails to complete the round-trip or second segment of that fare, the round-trip fare shall be non-refundable and non-creditable.
- (d) the Carrier shall waive the cancellation fee where a reservation is cancelled on the same day the reservation was made;
- (e) a change fee as applicable by the type of fare purchased shall be payable by passengers for all fares, provided that, if the change results in a passenger paying a higher fare, then the change fee shall be equal to the applicable change fee on the previously purchased fare or the difference in the new fare purchased, whichever is greater;
- (f) the fares of passengers who fail to show up for the flight to which the fare relates and do not otherwise cancel their reservation or change their reservation within six (6) hours of such flight, shall be non-refundable and non-creditable towards future flights;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (g) notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee or a change fee.

3.4 Carrier Cancellation, Change and Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of a International Service have been paid, at any time and from time to time, for any reason, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not be liable to any passenger in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- (a) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight or flights if booked as a round trip and the originating sector is cancelled, which credit shall be equal to the original fare (s) which was/were cancelled; or
- (b) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight or flights if booked as a round trip and the originating sector is cancelled.

RULE 4. RATES AND CHARGES – CARGO SERVICE

4.1 Cargo Service Rates and Charges

NO CARGO ACCEPTED

4.2 Bulk Cargo Service Agreement

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4.3 Payment Terms

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4.4 Refunds

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For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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5.1 Responsibility of Passenger

- (a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by the carrier by reason of such passenger's failure to do so. The Carrier shall not be liable for any aid or information given by any agent or employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- (b) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

RULE 6. CAPACITY LIMITATIONS

The carrier may limit the number of passengers carried on any one flight at fares governed by rules making reference hereto and such fares will not necessarily be available on all flights operated by the carrier. 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 passenger load on each flight.

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RULE 7. TRANSPORTATION OF A PERSON WITH A DISABILITY

(a) Transportation of Passengers with Disabilities:**(i) Definitions**

A passenger whose physical, medical or mental health condition requires individual attention on enplaning, deplaning, during flight in an emergency evacuation or during ground handling which is normally not extended to other passengers.

- a) "**Ambulatory**" - a person who is able to move within the aircraft unassisted.
- b) "**Non-Ambulatory**" - a person who is not able to move within the aircraft unassisted
- c) "**Self-Reliant**" - a person who is independent , self sufficient and capable of taking care of all physical needs during the flight, and who requires no special or unusual onboard attention beyond that afforded to the general public, except that assistance in boarding and deplaning may be required.
- d) "**Non-self Reliant**" means a person who is incapable of self-care during flight.
- e) "**Determination of Self - Reliance**" – the carrier will accept the disabled person’s determination as to self-reliance.
- f) "**Assistant (Personal Attendant)**" - a person who is physically capable of providing assistance of a personal nature (i.e using the washroom, eating, taking medication.) to the person during flight.
- g) "**Wheelchair - Athlete**" - non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bonafide sports organization.
- h) "**Service animal**" - means an animal that is required by a person with a disability for assistance and is certified in writing as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

(ii) Acceptance of a passenger with a disability

- (A)** Sunwing will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.
- (B)** Sunwing will refuse to transport or will remove at any point, any passenger whose mental or physical condition is such as to render him incapable of caring for himself/herself without assistance, unless:
 - i)** He/she is accompanied by an attendant who will be responsible for caring for him enroute, and ;
 - ii)** with the care of such attendant, he/she will not require unreasonable attention or assistance from employees of Sunwing.
- (C)** Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistant Required</u>	<u>Maximum Per Ft.</u>
Mental health disability/self-reliant	No	No Limit
Mental health disability /non self-reliant	Yes	No Limit
Blind	No	No Limit
Deaf	No	No Limit
Blind and Deaf /Self-reliant	No	No Limit
Blind and Deaf /Non Self-reliant	Yes	No Limit
Intellectual /Self-reliant	No	No Limit
Intellectual /Non-self-reliant	Yes	No Limit
Passenger requiring wheelchair:		
- Ambulatory/Self-reliant	No	No Limit
- Ambulatory/Non-self-reliant	Yes	No Limit
- Non-ambulatory/Self-reliant	No	No limit
- Non-ambulatory/Non-self-reliant	Yes	No limit

Note 1 : Seating will be in accordance with transport Canada/F.A.A. Guidelines.

Note 2 : The number of disabled passengers and the number of attendants normally permitted may be altered in the case of athletes with disability attending their sporting events.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

(iii) Medical Clearance

Sunwing reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

(iv) Seating restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows.

(v) Reservations/Check-in requirements

Reservation should be made at least 24 hours in advance of travel advising the nature of the disability and the assistance that will be required. However every effort will be made to accommodate passenger's request who fail to make their reservation 24 hours in advance.

(vi) Acceptance of Mobility Aids

Sunwing will accept in addition to the regular free baggage allowance, the following items as priority checked baggage without charge and which will be stowed in the Baggage Compartment of the aircraft:

- (a) Manually operated wheelchairs, walkers & canes.
- (b) Scooters or wheelchairs with non-spillable batteries (with terminals disconnected and taped) will be accepted and transported by Sunwing according to Dangerous Goods Regulations.
- (c) Scooters or wheelchairs with spillable wet cell batteries will not accepted on Sunwing flights.
- (d) Mobility aids such as, but not limited to manually operated wheelchairs, walkers, crutches and canes.
- (e) If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (f) Walkers, Crutches and canes may be retained in the passengers custody provided they are stowed in accordance with the carrier's safety regulation.

(vii) Service Animals trained to lead the blind and or assist the deaf

Sunwing accepts for transportation, without charge a properly harnessed service animal certified as having been trained by a professional service animal institution to lead a passenger with a visual impairment, and/or assist passenger with a hearing impairment, who is dependent upon such a service animal. The service animal will be permitted to accompany such passenger into the cabin, but will not be permitted to occupy a seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where he/she and the service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to 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, for medical care, and if necessary, replacement of the animal.

RULE 8. REFUSAL TO TRANSPORT

- (A)** In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage on our flights, provided that we have previously notified you in writing. We may also refuse to carry you or your Baggage if one of the following has occurred, or we have reason to believe will occur:
- (i) Such action is necessary in order to comply with any applicable national or international regulations; or to comply with any government request for emergency transportation in connection with national defence, or wherever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitations: acts of God, force Majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
 - (ii) When the passenger refuses on request to produce positive identification.
 - (iii) When a passenger is to travel across any international boundary, if:
 - (a) the travel documents of such passengers are not in order; or
 - (b) for any reason, such passenger's embarkation from, transit through, or entry into any country from, through, or to which such passenger desires transportation would be unlawful; or
 - (c) such passenger fails or refuses to comply with the rules and regulations of the carrier; or

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (d) you do not appear to have valid travel documents and may seek to enter a country which you are only entitled to transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew – against receipt – when so requested;
- (iv) The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew; or
- (v) The passengers mental or physical condition, including impairment by alcohol or drugs (except a medical patient under proper care), presents a hazard or risk to yourself, to passengers, to crew or to property; or
- (vi) The person’s conduct, or condition is or has been known to be verbally or physically abusive, offensive, threatening, intimidating, violent or otherwise disorderly and in the reasonable judgment of a carrier employee there is a possibility that such passenger(s) 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 performance of his duties aboard carrier’s aircraft , or otherwise jeopardize safe and adequate flight operations; or
- (vii) The person fails to observe the instructions of the carrier and its employees, including instructions to cease prohibited conduct; or
- (viii) The person is unable/unwilling to sit in the seat with the seatbelt fastened; or
- (ix) The person smokes or attempts to smoke in the aircraft; or
- (x) The person uses or continues to use a cellular phone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew; or
- (xi) The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons, provided, however , that carrier will carry passengers who meet the qualification and conditions established in F.A.R 108.00; or
- (xii) The person is manacled and in the custody of law enforcement personnel; or
- (xiii) The person has resisted or may reasonably be believed to be capable of resisting escorts; or
- (xiv) The passengers mental or physical condition is such as to render him /her incapable or caring himself/herself without assistance or medical treatment enroute unless:
 - (a) He/She is accompanied by a ticketed attendant who will be responsible for caring for him/her enroute; and

- (b) With the care of such attendant he/she will not require unreasonable attention or assistance from carrier personnel.
- (xv) The passenger appears to have an obvious contagious disease; or has an offensive odour (for example, such as from a draining wound)
- (xvi) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated; or
- (xvii) You have refused to submit to a security check; or
- (xviii) You have not paid the applicable fare, taxes, fees or charges; or
- (xix) You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported lost or stolen or you cannot prove that you are the person named in the Ticket; or
- (xx) You fail to observe our instructions with respect to safety and security or other instructions.

(B) Sanctions

Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any one or a combination of any of the following sanctions:

- (i) Removal of the passenger at any point;
- (ii) 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 said passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance with the prohibition of certain conduct;
- (iii) Refuse to transport the passenger. The length of such refusals to transport may range from a one-time or other specified number to an indefinite lifetime ban. The length of the refusal period will be in the carriers reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of the other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard; or safe and adequate flight operations.

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(C) The following conduct is likely to result in an indefinite ban, up to lifetime ban:

- (i) The person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
- (ii) The person injures or subjects to a credible threat of injury to a crew member or other passengers;
- (iii) The person has conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs;
- (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (A) above.

These remedies are without prejudice to a 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.

(D) Recourse of the Passenger and Limitation of Liability

Where the person is subject to probationary conditions imposed by the carrier or where a person has been refused carriage on a one-time or other specified basis or is subject to an indefinite or lifetime ban, the person may provide to the carrier, in writing the reasons the carrier should remove the sanction. Carrier will respond to the passenger within a reasonable period of time with carrier's assessment as to the need or not to continue applying the sanction(s). Carrier shall not be liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

Despite anything written elsewhere in this tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion or portions of the person's fare.

RULE 9. ACCEPTANCE OF CHILDREN & YOUNG PASSENGERS

- (i) (C) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.

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- (ii) Children of ages between 5 to 11 years inclusive travelling alone will only be accepted as Unaccompanied Minors (UM)
- (iii) A request for unaccompanied minor has to be made directly with Sunwing Reservations at least 12 hours prior to the schedule time of departure of the concerned flight
- (iv) Unaccompanied Minors will be carried on direct flights only.
- (v) The child is brought to the airport check-in by a parent or a responsible adult who must present positive photo-identification.
- (vi) The child has satisfactory evidence establishing his/her age on the date of commencement of travel.
- (vii) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.
- (viii) The child is in possession of all proper identification/documentation required for entry in destination.
- (ix) The Unaccompanied Minor form/ paperwork is verifiably complete and signed by the parent/accompanying adult.
- (x) Prior to releasing custody of an unaccompanied child the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (xi) Unaccompanied children will not be accepted for carriage if the travel includes a connection from another Sunwing Flight or any other carrier.
- (xii) After check-in, the parent/guardian who has brought the child to the airport will retain custody of the child until an hour before the departure of the flight, after which the carrier will take responsibility of the unaccompanied child.
- (xiii) (C) The parent/guardian of the unaccompanied child must remain at the airport until 30 minutes after the flight has departed; in the event of a flight delay or cancellation, the parent/guardian will take charge of the child.
- (xiv) Should any other person, other than the one authorized as per the completed forms, attempt to receive the unaccompanied child, the drop-off parent/guardian must provide authorization to do so.
- (xv) If the person authorized to receive the unaccompanied child, as per the completed forms, is not available at the time of arrival and/or within a reasonable amount of time, the carrier will take necessary action as it deems reasonable.

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- (xvi) On international flights a child travelling alone must have their own passport and visas. A parent's passport in which they are listed cannot be used. Some countries also have specific limitations regarding the expiry date and other features of the passport. Additionally, some countries require special documentation, such as a notarized letter stating the child has permission to fly alone.
- (xvii) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- (xviii) The carrier reserves the right to refuse transportation to the child and accompanying adult if a seat has not been purchased for the child and the carrier does not assume any liability for any consequence thereof.

RULE 10. LIMITATION OF LIABILITY - PASSENGERS

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1966, which agreement, according to the contract of carriage includes a point in the United States of America as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost. Nevertheless, if the Carrier proves that the damage was caused by, or contributed to by the negligence of the injured or deceased passenger; the Carrier may be exonerated in whole or in part from its liability in accordance with the applicable law.

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For travel governed by either the Montreal Convention or the Warsaw Convention

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. Furthermore, nothing herein shall imply that the Carrier is the sole party liable to pay damages or shall restrict the rights of the Carrier to seek contribution or indemnity from any other party in accordance with applicable law.

RULE 11. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS

(a) For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(b) For travel governed by the Warsaw Convention

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

Normal carrier liability as contained in this Rule will be waived for substantial claims involving the loss of, damage to or delay in the delivery of mobility aids, when such items have been accepted as checked baggage or otherwise.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., 1985, c. C-26. For the purpose of settlement

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of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (1) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (2) converting Special Drawings Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For travel governed by either the Montreal Convention or the Warsaw Convention

If the passenger does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- The amount of the carrier's liability calculated in accordance with the parts of this rule set out above shall be referred to as "basic carrier liability";
 - No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
 - For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD 0.50 cents for each CAD \$100.00 or fraction thereof.
- (i) Whether the passenger declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
 - (ii) In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the

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date the baggage should have been delivered. The passenger must notify the carrier immediately upon arrival in the case of missing checked-in baggage. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

- (iii) **C** All baggage must be suitably identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, including medication or medical devices money, jewellery, silverware, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked baggage. Any such items declared or found in checked baggage are subject to removal prior to the baggage in question being accepted for carriage by the Carrier.

The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted a limited release tag will be issued recording all the baggage deficiencies of such checked baggage, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes liability for the delay in delivery of any perishable items accepted as checked baggage in the event it has failed to take all reasonable measures to avoid such delay.

- (iv) No claim shall be eligible under this Rule unless the person presents a valid baggage tag issued by the Carrier for the lost, damaged or delayed bag.
- (v) **C** Notwithstanding paragraphs a) & b) of this rule, in the case of damaged baggage, the carrier's liability shall be limited to repairing the damaged bag, paying the cost of the repair, if such were pre-approved by the Carrier on the basis of an estimate or replacing the bag if it is not repairable.

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- (vi) In the case of unclaimed baggage which cannot be identified, the carrier will hold the baggage and items therein for up to 30 days, subsequent to which it will dispose of the bag and its contents as it sees fit. If the baggage can be identified by a name, address, telephone number, the Carrier will make reasonable efforts to inform the passenger that his/her bag is in the possession of the Carrier and that he/she should make arrangements at his/her own cost and expense for collecting the said baggage within 30 days after which time the Carrier will dispose of the bag and its contents as it sees fit.

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SECTION II – TICKETS**RULE 12. TICKETS**

- (i) Carriage will be provided only to the person named in the ticket or E-ticket (Electronic Ticket), passenger will be required to produce appropriate identification at any time.
- (ii) The tickets are not transferable and the carrier shall not be required to honor any ticket & or e-ticket or provide any transportation where such ticket &/or e-ticket is presented by someone other than the person entitled to be transported there under.
- (iii) Tickets &/or e-tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the carrier to the passenger, except as provided by applicable fare conditions.

Coupon Sequence and Use

- (i) The Ticket/E-ticket purchased is valid only for transportation as shown on the Ticket &/or e-ticket, from the place of departure via any Agreed Stopping places to the final destination. The Ticket will not be honoured and will lose its validity if all coupons are not used in the sequence provided for in the ticket.

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SECTION III - RESERVATIONS

RULE 13. CONFIRMATION OF RESERVED SPACE

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on the carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 14. The carrier does not guarantee to provide any particular seat on the aircraft.

RULE 14. CANCELLATION OF RESERVATIONS

Refer to **Rule 3.3 Passenger Cancellation, Change and Refund Terms** for applicable terms and conditions.

RULE 15. CARRIER CANCELLATION, CHANGE, AND REFUND TERMS

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares have been paid, at any time and from time to time, for any reason, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not be liable to any passenger in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- (a) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was cancelled; or
- (b) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight.

SECTION IV - FARES AND ROUTINGS**RULE 16. APPLICATION OF FARES AND ROUTINGS**

(a) General

- (1) The price of transportation between Canada and the U.S.A. shall be disclosed at the time of confirmation, however fares are subject to change without notice.

(b) Currency

All fares and charges are stated in the currency of the country from which the passenger will initiate travel.

(c) Fare Changes

The carrier's fares are changed from time to time, subject to the applicable government filing requirements for the countries involved.

(d) Connecting Flights

When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

(e) Stopover

- (1) A stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.
- (2) In no event will a stopover occur when the passenger departs from the intermediate city on a flight scheduled to depart within 4 hours after the passenger's arrival.

(f) Routing

A fare applies only to:

- (1) Transportation via the routing specified by the carrier in reference to that fare. Any other routing may subject the passenger to an additional charge.
- (2) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

(g) Infants

- (i) An Infant is a passenger aged up to 23 months inclusive, when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age. An infant will be lap held unless a seat has been purchased. If the infant completes the age of 2 years after the outbound travel but before completing the return portion of the travel, then a seat must be purchased for the child on those sectors to be traveled after reaching 2 years of age.
- (ii) (C) Only one infant will be permitted to accompany a passenger 16 years or older at any given time.
- (iii) Sunwing Airline does not provide bassinets on board due to aircraft limitations.

RULE 16.1 FEES & CHARGES**(a) International Fuel Surcharge**

For sales/or tickets issued on/after November 01, 2009 and on/before October 31, 2010, a fuel surcharge will be collected in addition to the fare for each segment, in the amount of CAD 50.00 for travel originating from Canadian Stations or USD 50.00 for all other International Stations (Except Canada).

(b) Insurance Fee

In addition to the fare a Insurance fee of CAD 10.00 for travel originating from Canadian Stations or USD 10.00 for all other International Stations (Except Canada) will be charged to the air fare for each segment.

(c) Navigation Fee

In addition to the fare a Navigation fee of CAD 7.50 for travel originating from Canadian Stations or USD 7.50 for all other International Stations (Except Canada) will be charged to the air fare for each segment.

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SECTION V - BAGGAGE AND CARGO**RULE 17. ACCEPTANCE OF BAGGAGE AND CARGO**

- (a) All baggage or goods presented for transportation is/are subject to inspection by the carrier and must be identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Carrier shall have the right to refuse carrying baggage and restrict the weight, size and character of the said baggage, whether used or new, if it is not suitably packaged/or is damaged to the extent such as to render it unable to withstand ordinary handling and unsuitable for air transportation
- (b) Check-in baggage will be carried without payment or additional charges under the following conditions:
- (i) A maximum of two (2) pieces per fare paying passenger.
 - (ii) The combined weight of the two (2) pieces of baggage will not exceed 20 kilos except when a higher weight is stipulated on the ticket.
 - (iii) The total dimensions of the checked baggage (length+width+height) will not exceed 158 cms (62 Inches), and the second piece 139 cms (35 Inches).

*Excess fees as contained in **Rule 17(h)** will be charged for any kilos above the free weight allowance*

- (iv) In the case of any passenger who checks in baggage weighing more than the free baggage allowance, excess baggage charges as contained in Rule 17(h) will apply for every kilo over the free baggage allowance weight.
- (v) Notwithstanding Rule 17(b) (iv) the carriers reserves the right to refuse to carry any piece of luggage that exceeds the weight of 32 kilos and/or the dimensions as mentioned in 7(b)

- (c) One piece of baggage equivalent to hand baggage may be carried onboard the aircraft by the passenger not weighing more than 5kgs and provided that the dimensions do not exceed 9 inches x 16 inches x 20 inches and is convenient to be stowed in the passenger compartment of the aircraft.
- (d) Baggage shall not be carried when such baggage is likely to endanger aircraft, persons or property, or if the carriage would violate the laws, orders or regulations of countries to be flown from, into or over.
- (e) Carrier shall have the right to restrict the weight, size and character of baggage, and shall refuse to carry baggage, with the following articles unless prior arrangements have been made with the carrier and such articles will be subject to carriage under a waiver of liability as evidenced by a Limited Release Tag affixed to the article at the time of check-in. Baggage with any of the articles listed below shall be carried at the discretion of the carrier
 - (i) Firearms,
 - (ii) explosives, ammunitions, corrosives, flammables, or otherwise dangerous materials,
 - (iii) electronic or motorized equipment,
 - (iv) musical instruments,
 - (v) objects of art,
 - (vi) Pets, dogs, cats, and birds or any Live animals will not be carried onboard or in the cargo compartment of Sunwing flights, with the exception of service animals for passengers with disabilities.
 - (vii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
 - (viii) Dangerous Goods as defined by Transport Canada are not accepted for carriage under any circumstances
- (f) The following items will be considered as one piece of baggage included in allowance and will be subject to a limited liability evidenced by a Limited Release Tag affixed to the article at the time of check-in:
 - (i) One sleeping bag or bed roll, baby accessories (strollers, playpens, car seats)
 - (ii) One rucksack/knapsack/backpack
 - (iii) One duffel type bag
- (g) Carrier may refuse to carry baggage or property for transportation on any flight other than the one on which the passenger is being transported

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(h) Charges for excess baggage weight

Any baggage in excess of the free baggage allowance will be subject to a charge as follows:

- (i) CAD 20.00 per kilo when check-in is completed in Canada
- (ii) USD 20.00 per kilo when check-in is completed in any country other than the aforementioned.

- (i) (N) The following articles are not allowed in the baggage allowance and shall not be accepted unless prior arrangements have been made with the carrier and the appropriate charges have been collected. Carrier reserves the right to limit the number of such special articles that they may be carried in the belly hold of its aircraft and to charge for the same as indicated below:

- (i) Golf Clubs (Regular size Golf bag, incl. 14 clubs, 12 golf balls, 1 pair of shoes)
Accepted as a courtesy (*)
- (ii) Scuba Equipment (Empty Tank, mask, weight belt, fins.) **Accepted as a courtesy (*)**
- (iii) Skis : **Accepted as a courtesy (*)**
- (iv) Musical Instruments (Not to Exceed 9" x 16" x 20"): **Accepted as a courtesy (*)**

- (*) **Limited to one item per person up to 10kgs free of charge, above 10kgs will be charged as per charged as per h (i) above**

(v) **Bicycles:** 1 per person, Maximum weight 20kgs - **Charge CAD \$ 30.00**

(vi) **Kayak:** 1 per person, - **Charge CAD \$ 100** each way, if roundtrip
Charge CAD \$ 200 to be paid at the point of origin.

Note: Above charges are for Kayak only, it does not include Helmets, Paddles, life preservers and related equipment.

(vii) **Surfboards:** 1 per person, - **Charge CAD \$ 100** each way, if roundtrip
Charge CAD \$ 200 to be paid at the point of origin

Note: Maximum length of Surfboard not to exceed 12 feet.

(viii) **Windsurfing Equipment:** 1 per person, - **Charge CAD \$ 100** each way if, roundtrip **Charge CAD \$ 200** to be paid at the point of origin.

Note: Windsurfing Equipment to consist of 1 Windsurf board, 1 Mast boom and/ or Sail

- (j) Carrier may refuse to carry baggage or property for transportation on any flight other than the one on which the passenger is being transported.

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SECTION VI - REFUNDS**RULE 18. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**

- (a) The carrier will endeavour to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (b) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.
- (c) Schedules are subject to change without notice. The carrier is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. The Carrier is not liable for any special, incidental or consequential damages arising from the foregoing.
- (d) Without limiting the generality of the foregoing, the carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the carrier.
- (e) Subject to the Warsaw Convention, or the Montreal Convention, as the case may be, the carrier will not provide or reimburse passengers for expenses incurred due to delays or cancellations of flights.
- (f) Notwithstanding any other terms or conditions contained herein, but subject to the Montreal convention or the Warsaw Convention, as the case may be, the Carrier shall not be liable for failure in the performance of any of its obligations due to:
 - i) Act of God.
 - ii) War, revolution, insurrection, riot, blockade or any other unlawful act against public order or authority including an act of terrorism involving the use or release or threat thereof, of any nuclear weapon or device or chemical or biological agent

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- iii)** Strike, lock-out, labour dispute, or other industrial disturbance whether involving the Carrier's employees or others upon whom the Carrier relies.
 - iv)** Fire, flood, explosion, storm, lightning or adverse weather conditions generally.
 - v)** Accidents to or failure of the aircraft or equipment used in connection therewith including, in particular, mechanical failure.
 - vi)** Non-availability of fuel at the airport of origin, destination or enroute stop.
 - vii)** Others upon whom the Carrier relies for the performance of the whole or any part of any charter contract or flight.
 - viii)** Government order, regulation, action or inaction.
 - ix)** Unless caused by its negligence, any difference in weight or quantity of cargo from shrinkage, leakage or evaporation.
 - x)** The nature of the cargo or any defect in the cargo or any characteristic or inherent vice therein.
 - xi)** Violation by a consignee or any other party claiming an interest in the cargo of any of the terms and conditions contained in this tariff or in any other applicable tariff including, but without being limited to, failure to observe any of the terms and conditions relating to cargo not acceptable for transportation or cargo acceptable only under certain conditions.
 - xii)** Improper or insufficient packing, securing, marking or addressing.
 - xiii)** Acts or omissions of warehousemen, customs or quarantine officials or other persons other than the Carrier or its agents, in gaining lawful possession of the cargo.
 - xiv)** Compliance with delivery instructions from the consignor or consignee.
 - xv)** Failure to obtain the approval of any government agency, commission, board or other tribunal having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation.
- (iv)** Loss of or hijacking of aircraft, or any shortage of or inability to provide labour, fuel or facilities.

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- (xvii) Any other causes beyond the reasonable control of the carrier and any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of the Carrier.

Upon the happening of any of the foregoing events, the Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or enroute. If the flight, having commenced is terminated, the carrier shall refund the unused portion of the fare and shall use its best effort to provide alternate transportation to the destination for the passengers and baggage at the expense and risk of the passenger or shipper. If the flight has not commenced prior to termination, the carrier will provide a credit equal to the paid fare which will be available for use in the purchase of a new ticket on the same terms for a period of one year from the date of termination. No refund will be available.

(g) **Check-in Requirement**

Check-in counters are open 3 hours prior to the schedule departure, and will close 60 minutes before schedule departure. Passenger(s) arriving for Check-in after 60 minutes prior to the scheduled departure will not be accepted for travel.

After passenger(s) have checked in for their flight, they should be available at the gate not later than 30 minutes prior to the scheduled departure for boarding the aircraft. Passengers who arrive at the boarding gate after the gate has closed will not be accepted for travel

Passenger(s) who arrive later than the recommended times for Check-in or at the boarding gate will not be eligible for any denied boarding compensation.

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RULE 19. REFUNDS

(a) Voluntary Cancellations

If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.

(b) Involuntary Cancellations

In the event a refund is required because of the carrier's failure to operate or refusal to transport, the refund will be made as follows:

If the ticket is totally or partially unused, the total fare paid for each unused segment will be refunded.

(c) Application for refund shall be made to the carrier or its duly authorized Agent.

RULE 20. DENIED BOARDING COMPENSATION

If a passenger has been denied a reserved seat, in case of an oversold flight, the carrier will:

- (a) refund the total fare paid for each unused segment; or
- (b) arrange to provide reasonable alternate transportation on its own services.

If the carrier is unable to provide reasonable alternate transportation acceptable to the passenger on its own services, the carrier will try to arrange transportation on the services of another carrier or combination of carriers on a confirmed basis in the same comparable, or lower booking code.

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