

IN EFFECT ON: 21AUG19

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

(DESCRIPTION NOT AVAILABL - 70

— * 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.

AIR
THE
CARRIER

CARRIER MEANS SWOOP INC. A BODY LICENSED TO PROVIDE SCHEDULED DOMESTIC AIR SERVICES, SCHEDULED INTERNATIONAL SERVICES AND NON-SCHEDULED INTERNATIONAL AIR SERVICES BY CANADIAN TRANSPORTATION AGENCY;
CHECKED BAGGAGE MEANS BAGGAGE OF WHICH THE CARRIER TAKES SOLE CUSTODY AND FOR WHICH THE CARRIER ISSUES A BAGGAGE IDENTIFICATION TAG.
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.
GROUP MEANS 13 OR MORE TRAVELLING TOGETHER ON THE SAME
FLIGHT FROM A COMMON POINT OF ORIGIN TO A COMMON
DESTINATION.
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

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AT MONTREAL, MAY 28, 1999.

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

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 HONOR THE TICKET, OR PORTION

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

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.
SEGMENT MEANS A NON-STOP FLIGHT BETWEEN A POINT OF ORIGIN
AND DESTINATION.
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.
SERVICE ANIMAL MEANS A DOG THAT IS REQUIRED BY A PERSON

WITH

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.

TARIFF MEANS A SHEDULE OF FARES, RATES, CHARGES OR TERMS

AND

CONDITIONS OF CARRIAGE APPLICABLE TO THE PROVISION OF AN

AIR

SERVICE AND OTHER INCIDENTAL SERVICES.

TAX MEANS AN AMOUNT OF MONEY COLLECT BY THE CARRIER FROM

THE

PASENGER PURSUANT TO AN OBLIGATION IMPOSED BY GOVERNMENTAL
AUTHORITY.

TICKET MEANS EITHER A PAPER OR ELECTRONIC DOCUMENT ISSUED

BY

OR ON BEHALF OF THE CARRIER WHICH INCLUDES THE PASSENGER'S
FLIGHT COUPONS. THE TICKET SERVES AS EVIDENCE OF PAYMENT

OF

AIR FARE AND CONSTITUTES FOR THE PASSENGER PROOF OF THEIR
CONTRACT OF CARRIAGE. IT ALSO HAS DETAIL INFORMATION TO
ENSURE PROPER PROCESSING AND HANDLING. IN INSTANCES WHERE

A

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

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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.

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

DEFINTION 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

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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 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

TICKET,

PART

CARRIER. HOWEVER, WHEN THE CARRIER ISSUES A

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

OF A THROUGH SERVICE), THE CARRIER ACTS ONLY AS AGENT FOR SUCH CARRIER AND THE TARIFF OF THAT OTHER CARRIER WILL APPLY. SWOP 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

CONTAINED

MAY STIPULATE THAT THE LIMITS OF LIABILITY

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 WITH THE CARRIER. IF THE PASSENGER HAS ATTEMPTED TO RESOLVE A COMPLAINT WITH THE

CARRIER AND STILL NOT SATISFIED, THE PASSENGER MAY TAKE

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THE MATTER TO EITHER THE CANADIAN TRANSPORATION AGENCY
OR THE APPROPRIATE COURT, AS THE PASSENGER PREFERS.

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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

PURPOSES

INFORMATION IN QUESTION IS NOT SENSITIVE, WHERE THE

YOU AND CIRCUMSTANCES ARE LIMITED AND WELL DEFINED AND WHERE
CONSENT ARE GIVEN AN OPPORTUNITY TO OPT-OUT OR WITHDRAW YOUR

THEN OR AT ANY TIME BY CONTACTING US. IF WE IDENTIFY A NEW

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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.

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

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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

TO PERMIT YOU TO BOARD AN AIRCRAFT OR ACCESS OTHER

SERVICES.

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

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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 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

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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 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

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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 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 VISITOR 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
ON TO SERVE ADS WHEN YOU VISIT OUR WEBSITE AND CERTAIN SITES
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 SERVING 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 FROM 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
PROTECT RESTRICTIONS WITH RESPECT TO PERSONAL INFORMATION TO
SPECIFICALLY, YOUR PRIVACY. FOR MORE INFORMATION AND GOOGLE
INCLUDING INFORMATION ABOUT HOW TO OPT-OUT OF THESE
TECHNOLOGIES, GO TO

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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
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
INFORMATION

YOU. SWOOP MAY THEREFORE ALSO DISCLOSE PERSONAL

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

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THEY ARE CONTACTING US WITH OUR CONSENT, EXPRESS OR

IMPLIED,

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

INFORMATION.

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

OF

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

FLIGHT

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

WE

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

DO

NOT WISH INDIVIDUALS TO BE ABLE TO OBTAIN FLIGHT

INFORMATION

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,

WHERE

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

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

WHICH

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

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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. 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

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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

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

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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 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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K SPECIAL ANCILLARY PRODUCTS

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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

MAKE

CHANGE PRODUCT THAT PROVIDES THE OPPORTUNITY TO

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;
(B) ONLY AVAILABLE FOR PURCHASE UP TO 14 DAYS

BEFORE

- 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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K TAXES

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

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DISCOVER

(2) BANK DEBIT CARD, WHERE FACILITIES PERMIT

(3) SWOOP CREDIT

(4) SWOOP VOUCHERS

(B) FOLLOWING FORMS OF PAYMENT ARE NOT ACCEPTED:

- (1) CASH
- (2) CHECKS
- (3) BANK DRAFTS
- (4) MCO - MISCELLANEOUS CHARGE ORDER

AREA: TB TARIFF: CGR CXR: WO RULE: 0025

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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.

AREA: TB TARIFF: CGR CXR: WO RULE: 0030

(DESCRIPTION NOT AVAILABL - 70

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.

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(2) OPTIONAL ANCILLARY FEES ARE APPLICABLE FOR THE FOLLOWING:

- (A) CHECKED BAGGAGE;
- (B) CARRY-ON BAGGAGE;
- (C) SEAT SELECTION;
- (D) FOOD AND BEVERAGE;

- (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.
 - (V) GROUP BOOKINGS

AREA: TB TARIFF: CGR CXR: WO RULE: 0035

(DESCRIPTION NOT AVAILABL - 70

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.

AREA: TB TARIFF: CGR CXR: WO RULE: 0040

(DESCRIPTION NOT AVAILABL - 70

K RESERVATIONS
A) GENERAL

IS

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

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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 (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.

(3) GROUP BOOKINGS

TO QUALIFY FOR A GROUP FARE, 13 OR MORE TRAVELLERS MUST TRAVEL, TOGETHER ON ONE FLIGHT AND BE BOOKED

AT

THE SAME TIME. THE CARRIER REQUIRES A 50% DEPOSIT ON THE TOTAL BOOKING VALUE AT THE TIME OF BOOKING. THIS DEPOSIT IS NON-REFUNDABLE AND NON-CREDITABLE

IN

THE EVENT THAT THE TRAVELLER WOULD LIKE TO CANCEL THEIR GROUP BOOKING. THE DEPOSIT IS APPLICABLE TO FINAL PAYMENT. PAYMENT IN FULL IS REQUIRED FOR ALL GROUP BOOKINGS 30 DAYS BEFORE DEPARTURE. IF FULL PAYMENT IS NOT RECEIVED, THE BOOKING WILL BE CANCELLED AND THE DEPOSIT WILL NOT BE REFUNDED.

ALL

GROUP BOOKING FARES WILL INCLUDE A CHECKED BAG, A STANDARD BACK SEAT ASSIGNMENT, AND A \$5 GROUP BOOKING FEE (PLUS TAXES AND FEES). WITH BOOKINGS ORIGINATING FROM THE US, THE CURRENCY FOR THE

ENTIRE

QUOTE, INCLUDING THE GROUP BOOKING FEE, WILL BE QUOTED IN USD. OTHERWISE THE CURRENCY IS CAD. THE CARRIER WILL COMPLETE A FULL REFUND TO THE ORIGINAL FORM OF PAYMENT IF THE RESERVATION IS CANCELED WITHIN 24 HOURS OF BOOKING FOR BOOKINGS WHERE THE DEPARTURE DATE IS MORE THAN SEVEN DAYS IN THE FUTURE. FOR FULL GROUP BOOKING RULES, CONTACT THE CARRIER'S GROUPS DEPARTMENT.

(B) SEAT ASSIGNMENT

(1) IF NO SEAT HAS BEEN PRE-SELECTED, WE WILL

ASSIGN

SEATS RANDOMLY DURING CHECK-IN COMMENCING 24 HOURS BEFORE DEPARTURE;

(2) WE 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

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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 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.

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(II) WHEN SEATS ARE SELECTED ON MULTI-

SEGMENT

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 ITINERARY IS CANCELLED WITHIN 24 HOURS OF BOOKING FOR FLIGHTS DEPARTING MORE THAN 7 DAYS FROM THE

DATE

OF BOOKING OR THE FLIGHT CANCELLATION

IS

WITHIN THE CONTROL OF SWOOP.

SEAT SELECTION FEE

TABLE

RATES EFFECTIVE FOR ALL NEW BOOKINGS ON/BEFORE SEPTEMBER 26, 2019

SEAT FEES	ATTRIBUTE	AT INITIAL BOOKING	POST BOOKING
FRONT STANDARD	STANDARD SEAT PITCH TOWARD FRONT OF PLANE	FROM \$15	FROM \$25
BACK STANDARD	STANDARD SEAT PITCH TOWARD REAR OF PLANE	FROM \$10	FROM \$20
FRONT EXTRA-LEG ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH TOWARD FRONT OF PLANE	FROM \$40	FROM \$60
EXIT ROW ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH (SAFETY RESTRICTIONS APPLY)	FROM \$25	FROM \$35
BACK EXTRA-LEG ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH TOWARD REAR OF PLANE	FROM \$20	FROM \$30

LONG HAUL (OVER 1600 KM.) FLIGHTS

TABLE

SEAT FEES	ATTRIBUTE	AT INITIAL BOOKING	POST BOOKING
FRONT STANDARD	STANDARD SEAT PITCH TOWARD FRONT OF PLANE	FROM \$20	FROM \$30
BACK STANDARD	STANDARD SEAT PITCH TOWARD	FROM \$15	FROM \$25

REAR OF PLANE
FRONT EXTRA-LEG 4IN TO 6IN EXTRA FROM \$50 FROM \$70
ROOM (ELR) SEAT PITCH TOWARD

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FRONT OF PLANE
EXIT ROW 4IN TO 6IN EXTRA FROM \$30 FROM \$40
ROOM (ELR) SEAT PITCH (SAFETY
RESTRICTIONS
APPLY)

BACK EXTRA-LEG 4IN TO 6IN EXTRA FROM \$25 FROM \$35
ROOM (ELR) SEAT PITCH TOWARD
REAR OF PLANE

SEAT SELECTION FEE

TABLE

RATES EFFECTIVE FOR ALL NEW BOOKINGS ON/AFTER SEPTEMBER
27, 2019

SEAT TYPE	ATTRIBUTE	RATE
FRONT STANDARD	STANDARD SEAT PITCH TOWARD FRONT OF PLANE	FROM \$15
BACK STANDARD	STANDARD SEAT PITCH	FROM \$10
FRONT EXTRA-LEG ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH TOWARD FRONT OF PLANE	FROM \$40
EXIT ROW	4IN TO 6IN EXTRA SEAT PITCH (SAFETY RESTRICTIONS APPLY)	FROM \$25
BACK EXTRA-LEG ROOM (ELR)	4IN TO 6IN EXTRA SEAT PITCH TOWARD REAR OF PLANE	FROM \$20

(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) TO THE TRAVELLER'S ORIGINAL FORM OF
PAYMENT.

(C) PASSENGER CHANGES AND CANCELLATION OF RESERVATIONS
NO CHANGES ARE PERMITTED LESS THAN THREE DAYS (72

HOURS)

PRIOR TO DEPARTURE EXCEPT VIA THE USE OF MODIFY.
FOR CHANGES BEING MADE 3 DAYS (72 HOURS) OR MORE FROM
DEPARTURE, PASSENGERS CAN MAKE A ONE-TIME CHANGE TO
THEIR RESERVATION WHICH IS LIMITED TO A SINGLE CHANGE

IN

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DEPARTURE TIME (WHICH MAY CHANGE THE FLIGHT DATE).
CHANGE IS AVAILABLE FOR FLIGHT(S) OF THE SAME ORIGIN

AND

DESTINATION POINTS ONLY. CHANGES CAN BE MADE ON THE
WEB VIA MMB (MANAGE MY BOOKING). CHANGES THAT CANNOT
BE PROCESSED ON THE WEB WILL HAVE THE ABILITY TO BE
PROCESSED IN THE CONTACT CENTER (CONTACT CENTER FEE
WAIVED).

RESERVATION

IF THE PASSENGER IS MAKING A CHANGE TO THEIR

THAT RESULTS IN;

- (I) A HIGHER FARE PRODUCT, THEN IN ADDITION TO THE
CHANGE FEE OUTLINE BELOW THE DIFFERENCE IN FARE
MUST ALSO BE PAID AT THE TIME OF THE CHANGE.
- (II) A LOWER FARE PRODUCT, THEN IN ADDITION TO THE
CHANGE FEE OUTLINE BELOW, NO ADDITIONAL FARE
PAYMENT WILL BE REQUIRED AND THE REDUCTION IN
FARE IS FORFEITED.

DEPARTURE;

- (1) FOR CHANGES BEING MADE 3 DAYS (72 HOURS) OR MORE
FROM DEPARTURE, AND LESS THAN 7 DAYS FROM

- (I) CHANGES INCUR A FEE OF \$150 PER PASSENGER PER
SEGMENT.

- (2) FOR CHANGES BEING MADE 7 DAYS (168 HOURS) OR MORE
FROM DEPARTURE;

- (II) CHANGES INCUR A FEE OF \$100 PER PASSENGER PER
SEGMENT.

EXTRA ANCILLARY PRODUCT(S), SERVICE(S) AND/OR
PRIVILAGES PURCHASED FOR THE ORIGINAL FLIGHT WILL BE
TRANSFERRED TO THE NEW FLIGHT AS IS. HOWEVER, 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 WILL
ACCOMMODATE PASSENGER(S) WITH SEATING IN A COMPARABLE
SEAT(S), OR THE BEST SEAT(S) AVAILABLE AT THE TIME AT
CARRIER'S DISCRETION.

CONDITIONS BELOW REGARDING PASSENGER CANCELLATION APPLY

TO BOOKING MADE ON/BEFORE TO MAY 26TH, 2019.
ALL RESERVATIONS (TOTAL FARE INCLUDING TAXES AND FEES) ARE
REFUNDABLE TOWARD A WO 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

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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
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

CONDITIONS BELOW REGARDING PASSENGER CANCELLATIONS

APPLY

TO BOOKINGS MADE ON OR AFTER MAY 27TH, 2019.

ALL PASSENGERS (TOTAL FARE INCLUDING TAXES AND FEES)

ARE

NON-REFUNDABLE AFTER 24 HOURS FROM THE ORIGINAL BOOKING
DATE.

(1) CANCELLATIONS MADE WITHIN 24 HOURS OF ORIGINAL
BOOKINGS FOR FLIGHTS DEPARTING MORE THAN 7 DAYS

FROM

THE DATE OF TRAVEL SHALL BE ELIGIBLE FOR A REFUND

TO

THE ORIGINAL FORM OF PAYMENT.

(2) THE CARRIER WILL CANCEL RESERVATIONS OF ANY

PASSENGER:

- (A) TO COMPLY WITH ANY GOVERNMENT REGULATIONS; OR
- (B) DUE TO 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.

(F) CHECK-IN TIME LIMITS

TRAVEL	RECOMMENDED	CHECK-IN	BOARDING GATE
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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0040

(DESCRIPTION NOT AVAILABL - 70 (CONT)

	CHECK-IN TIME	BAGGAGE DROP	DEADLINE
		OFF DEADLINE	
	*	**	***
TO/FROM THE U.S.	60 MINUTES	60 MINUTES	35 MINUTES
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 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 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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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0050

(DESCRIPTION NOT AVAILABL - 70

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-

STOP

TRAVEL.

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70

K BAGGAGE ACCEPTANCE

(A) APPLICABILITY

THE
MUST
NAME,
IN
OR
TRANSPORTATION
APPROPRIATE

(1) THIS RULE APPLIES TO TRANSPORTATION OF BAGGAGE.
CARRIER WILL ONLY TRANSPORT BAGGAGE TO THE
DESTINATION OF THE FLIGHT. ALL CHECKED BAGGAGE
HAVE A BAGGAGE IDENTIFICATION TAG. ALL UNCHECKED
BAGGAGE SHOULD HAVE A TAG WITH THE PASSENGER'S
ADDRESS AND TELEPHONE NUMBER.
(2) UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS WILL BE
CONSIDERED TO BE PROPERTY OF THE PASSENGER WHO IS
POSSESSION OF THE BAGGAGE AT THE TIME OF
EMBARKATION.
(B) GENERAL CONDITIONS OF ACCEPTANCE OF CHECKED AND
UNCHECKED BAGGAGE
(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.
(2) THE CARRIER WILL GENERALLY ACCEPT FOR
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

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)
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 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

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)

- (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

ACCEPTANCE OF ADDITIONAL AND EXCESS

BAGGAGE.

- (VII) FOR INFANTS, LAP-HELD OR IN A PAID SEAT,

THE

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;
 (VIII) FOR INFANTS, LAP-HELD OR IN A PAID SEAT,
 THE 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) .

INFANT EQUIPMENT AND BAG FEES

	INITIAL MANAGE BOOKING	FREE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN AT (ARPT) **	AT THE GATE
PERSONAL BAG*/ DIAPER BAG INFANT CHD RESTRAINT (CAR SEAT) INFANT EQUIP. BAG (EACH PIECE)	FREE	FREE	FREE	FREE	FREE
	\$21	\$26	\$30	\$34	\$39

MAXIMUM SIZE OF 41 CM X15 CM X 33 CM (16 IN X 6 IN X13 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.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
 IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)

(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

RATES EFFECTIVE FOR ALL NEW BOOKINGS ON/BEFORE SEPTEMBER
26, 2019

	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT THE GATE
1ST BAG	\$40	\$45	\$50	\$55	\$75
2ND BAG	\$55	\$60	\$65	\$70	N/A
3RD/4TH BAG (EACH PIECE)	\$100"	\$105"	\$110"	\$115@	N/A

RATES EFFECTIVE FOR ALL NEW BOOKINGS ON/AFTER SEPTEMBER
27, 2019

SHORT HAUL FLIGHTS (LESS THAN 1000 KM)

	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT GATE
1ST BAG	\$30	\$30	\$40	\$50	\$50
2ND BAG	\$50	\$50	\$60	\$70	N/A
3RD/4TH BAG (EACH PIECE)	\$80"	\$80"	\$90"	\$110@	N/A

MEDIUM HAUL FLIGHTS (1000 KM TO 3000 KM)

	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT GATE
1ST BAG	\$40	\$40	\$50	\$60	\$60
2ND BAG	\$60	\$60	\$70	\$80	N/A
3RD/4TH BAG (EACH PIECE)	\$90"	\$90"	\$100"	\$110@	N/A

LONG HAUL FLIGHTS (OVER 3000 KM)

	INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT GATE
1ST BAG	\$50	\$50	\$60	\$70	\$70
2ND BAG	\$70	\$70	\$80	\$90	N/A
3RD/4TH BAG (EACH PIECE)	\$100"	\$100"	\$110"	\$120@	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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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)

**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 (NOT INCLUDING EXCESS VALUATION) IN

ADDITION

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.

PERSONAL ITEM MAXIMUM SIZE OF 41 CM X 15 CM X 33 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

RATES EFFECTIVE FOR ALL NEW BOOKINGS BEFORE SEPTEMBER 26 2019

	INTIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/MOBILE) *	CHECK-IN (AIRPORT) **	AT THE GATE
CARRY-ON BAG	\$40	\$45	\$90	\$55	\$70

RATES EFFECTIVE FOR ALL NEW BOOKINGS ON/AFTER SEPTEMBER 27 2019

SHORT HAUL FLIGHTS (LESS THAN 1000KM)

INITIAL MANAGE CHECK-IN CHECK-IN AT GATE

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AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)

		BOOKING	BOOKING	(WEB/ MOBILE) *	(AIRPORT) **	
CARRY- ON BAG	\$30	\$30	\$40	\$50	\$50	

MEDIUM HAUL FLIGHTS (1000 KM TO 3000KM)

		INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT GATE
CARRY- ON BAG	\$40	\$40	\$50	\$60	\$60	

LONG HAUL FLIGHTS (OVER 3000 KM*)

		INITIAL BOOKING	MANAGE BOOKING	CHECK-IN (WEB/ MOBILE) *	CHECK-IN (AIRPORT) **	AT GATE
CARRY- ON BAG	\$50	\$50	\$60	\$70	\$70	

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

THE

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

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0055

(DESCRIPTION NOT AVAILABL - 70 (CONT)

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 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. OVERSIZED AND OVERWEIGHT 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

AND

CONTAINS A HELMET, PUCK/RING/BALL, STICKS, PADS,

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

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(DESCRIPTION NOT AVAILABL - 70 (CONT)

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, 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 ARE PROHIBITED FROM

CARRIAGE

AS BAGGAGE.

AND (6) WEAPONS SUCH AS ANTIQUE FIREARMS, SWORDS, KNIVES
OTHER SIMILAR ITEMS MAY BE ACCEPTED AS CHECKED
BAGGAGE AT THE CARRIER'S DISCRETION, PROVIDED THEY
ARE SUITABLY PACKED.
JEWELRY, (7) THE PASSENGER SHALL NOT INCLUDE IN THE CHECKED
BAGGAGE FRAGILE OR PERISHABLE ITEMS, MONEY,
PRECIOUS METALS, SILVERWARE, NEGOTIABLE PAPERS,
SECURITIES OR OTHER VALUABLES, BUSINESS DOCUMENTS,
SAMPLES, PASSPORTS AND OTHER IDENTIFICATION
DOCUMENTS.
(F) MUSICAL INSTRUMENTS
MUSICAL INSTRUMENTS IN THE CABIN CANNOT EXCEED THE
COMBINED DIMENSIONS OF 45 IN (113 CM), IN LINE WITH OUR
EXISTING CARRY-ON BAG DIMENSIONS BUT ELIMINATING THAT
IT HAS TO BE SPECIFIC TO LENGTH X HEIGHT X WIDTH
DIMENSIONS OF 21" X 9" X 15". THERE WILL ALSO BE A WEIGHT LIMIT
OF 50 LBS FOR THE IN CABIN INSTRUMENT, PROVIDED THE
TRAVELLER IS ABLE TO LIFT AND STOW THEIR OWN
INSTRUMENT.
INSTRUMENTS THAT ARE TO BE BROUGHT IN THE CABIN UNDER
THE AFOREMENTIONED DIMENSIONS, WILL BE CHARGED AS THE

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TRAVELLER'S CARRY-ON BAG AS LONG AS THE TRAVELLER HAS
NO OTHER CARRY-ON BAGS. ALL OTHER BAGGAGE WILL HAVE TO BE
CHECKED (OTHER THAN A PERSONAL ITEM).
FOR MUSICAL INSTRUMENTS LARGER THAN THE IN CABIN
DIMENSIONS, THEY WILL BE CHARGED AS A CHECKED BAG;
ALLOWING IT TO BE UP TO 80 IN (203 CM) IN COMBINED
TOTAL DIMENSIONS (OVERSIZE FEES WILL BE WAIVED). AN
EXCEEDS OVERWEIGHT FEE WILL BE CHARGED IF THE INSTRUMENT
23 KG (50 LBS) WITH A LIMIT OF 45 KG (100 LBS). ALL
MUSICAL INSTRUMENTS WILL BE DOOR DELIVERED IN ORDER TO
MINIMIZE THE CHANCE OF DAMAGE.
(G) 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)

(H) 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 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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IN EFFECT ON: 21AUG19

AREA: TB TARIFF: CGR CXR: WO RULE: 0060

(DESCRIPTION NOT AVAILABL - 70

ACCEPTANCE OF CHILDREN FOR TRAVEL

A) GENERAL

(1) MISCELLANEOUS

(A) INFANTS AND CHILDREN UNDER THE AGE OF 5 MUST BE ACCOMPANIED BY THEIR PARENT OR A PERSON WHO IS AT LEAST 16 YEARS OF AGE. CHILDREN 5 YEARS OF AGE OR OLDER MUST BE ACCOMPANIED IN THE SAME CABIN BY A PASSENGER 12 YEARS OF AGE OR OLDER.

(B) PERSONS ENTRUSTED WITH THE CARE OF INFANTS AND CHILDREN MUST BE CAPABLE OF DISCHARGING THIS DUTY

(C) SWOOP DOES NOT ACCEPT UNACCOMPANIED MINORS (11

YEARS

OF AGE AND UNDER) .

(2) INFANTS

(A) INFANTS UNDER TWO YEARS OF AGE ON THE DATE OF

TRAVEL

DO NOT REQUIRE A SEAT.

(B) FOR TRAVEL WITHIN CANADA OR BETWEEN CANADA AND THE

U.S.A., INFANTS UNDER TWO YEARS OF AGE DO NOT REQUIRE A TICKET.

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

YEARS

OF AGE REQUIRE A TICKET.

(D) 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.

(E) 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).

(F) 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).

(G) 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

(3) 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

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ASSIGNMENT GUIDELINES IN RULE 40(B)

(C) ALL CHILDREN, 12 YEARS OF AGE OR OLDER, WILL BE

ABLE

TO TRAVEL UNACCOMPANIED WITHOUT SUPERVISION AND

WILL

BE CONSIDERED TO BE AN ADULT FOR FARE PURPOSES.

(D) ALL MINORS, 16 YEARS OF AGE OR OLDER, MAY ACCOMPANY OTHER INFANTS AND CHILDREN UNDER 5 YEARS OF AGE AND WILL BE CONSIDERED AS ADULTS FOR THE PURPOSES OF TRAVEL AND WILL BE CHARGED THE APPLICABLE ADULT FARE.

(E) ALL CHILDREN, 12 YEARS OF AGE OR OLDER, MAY ACCOMPANY OTHER CHILDREN 5 YEARS OF AGE OR OLDER

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. (AT LEAST 16 YEARS OF AGE OR THE INFANTS

PARENT)

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 CHILDREN UNDER 5 YEARS OF AGE MUST BE ACCOMPANIED THEIR PARENT OR GUEST WHO IS BY AT LEAST 16 YEARS OF AGE. ALL OTHER CHILDREN MUST BE SUPERVISED BY A PASSENGER OF 12 YEARS OR OLDER. THE USE OF AN APPROVED CHILD RESTRAINT DEVICE IS OPTIONAL FOR CHILDREN AGE TWO AND UP.

12 YEARS AND OLDER YES

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 {X}/CHILDREN OVER THE AGE OF 5.

(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.

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

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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
 WITH A DISABILITY IS NECESSARY, THE CARRIER WILL

PROVIDE

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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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, SWOOP WILL MAKE A REASONABLE EFFORT TO PROVIDE THE SERVICE.

(E) SEATING RESTRAICTION AND ASSIGNMENTS

WHEN A PERSON IDENTIFIES THE NATURE OF HIS OR HER DISABILITY, SWOOP 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, SWOOP

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

BE

REMOVED.

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

DOES

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 WITHIN THIS LIMIT. SERVICES TO BE PROVIDED UPON

REQUEST

WILL INCLUDE.

COUNTER;

- (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 DISABILTY REQUESTS ASSISTANCE IN BOARDING OR SEATING OR IN STOWING CARRY-ON BAGGAGE, SWOOP WILL ALLOW THE PERSON, UPON REQUEST, TO BOARD THE AIRCRAFT IN ADVANCE OF OTHER PASSENGERS WHERE TIME PERMITS. SWOOP 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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CLAIMING OF BAGGAGE WILL BE MADE IN VISUAL, VERBAL
AND/OR WRITTEN FORMAT TO PERSONS WITH DISABILITIES WHO
REQUEST SUCH A SERVICE.

FOR ANY UPDATES PROVIDED IN A PAPER FORMAT, THE CARRIER
WILL PROVIDE IT IN LARGE PRINT, BRAILLE, OR A DIGITAL
FORMAT, UPON REQUEST. THE CARRIER WILL SUPPLY A
WRITTEN CONFIRMATION OF SERVICES THAT IT WILL PROVIDE

TO

THAT PERSON.

SWOOP WILL APPLY 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, SWOOP 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

WILL DISABILITY WHO IS ACCOMPANIED BY A SERVICE DOG,
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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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 REQUIREMENTS OF COUNTRIES TO BE FLOWN FROM, INTO OR THROUGH AND ALSO FOR COMPLYING

INFORMATION

(3) SWOOP WILL NOT BE LIABLE FOR ANY HELP OR

PASSENGER

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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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.

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

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K SCHEDULE IRREGULARITIES

(A) APPLICABILITY

THE RULE APPLIES TO ALL PASSENGERS IRRESPECTIVE OF THE TYPE OF FARE ON WHICH THEY ARE TRAVELLING. DEFINITIONS OF SITUATIONS WITHIN AND OUTSIDE OF THE AIRLINE'S CONTROL:

SITUATIONS WITHIN AIRLINE CONTROL ARE ANY SITUATIONS

NOT

COVERED BY THE TWO CATEGORIES BELOW. FOR EXAMPLE, THEY INCLUDE COMMERCIAL OVERBOOKING; SCHEDULED MAINTENANCE

OF

AN AIRCRAFT THAT IS NECESSARY TO COMPLY WITH LEGAL REQUIREMENTS; OR MECHANICAL MALFUNCTION OF THE AIRCRAFT IDENTIFIED DURING SCHEDULED MAINTENANCE.

SITUATIONS WITHIN AIRLINE CONTROL BUT REQUIRED FOR SAFETY PURPOSES ARE TYPICALLY UNFORSEEN EVENTS LEGALLY REQUIRED TO REDUCE SAFETY RISK TO PASSENGERS. WHILE THIS INCLUDES MECHANICAL PROBLEMS, IT DOES NOT INCLUDE SCHEDULED MAINTENANCE OR MECHANICAL PROBLEMS IDENTIFIED DURING SCHEDULED MAINTENANCE. SAFETY DECISIONS MADE BY THE PILOT AND THOSE MADE UNDER AN AIRLINE'S SAFETY MANAGEMENT SYSTEM WOULD ALSO FALL INTO THIS CATEGORY.

SITUATIONS OUTSIDE AIRLINE CONTROL INCLUDE: WAR, OR POLITICAL INSTABILITY; ILLEGAL ACTS OR SABOTAGE; METEOROLOGICAL CONDITIONS OR NATURAL

DISASTERS

THAT MAKE THE SAFE OPERATION OF THE AIRCRAFT

IMPOSSIBLE;

INSTRUCTIONS FROM AIR TRAFFIC CONTROL; A NOTICE TO AIRMEN (AS DEFINED IN THE CANADIAN AVIATION

REGULATIONS); A SECURITY THREAT; AIRPORT OPERATION ISSUES; A MEDICAL EMERGENCY; A COLLISION WITH WILDLIFE; A LABOUR DISRUPTION WITHIN THE CARRIER OR WITHIN AN ESSENTIAL SERVICE PROVIDER SUCH AS AN AIRPORT OR AN AIR NAVIGATION SERVICE PROVIDER; A MANUFACTURING DEFECT IN AN AIRCRAFT THAT REDUCES THE SAFETY OF PASSENGERS AND THAT WAS IDENTIFIED BY THE MANUFACTURER OF THE AIRCRAFT CONCERNED, OR BY A COMPETENT AUTHORITY; AND AN ORDER OR INSTRUCTION FROM AN OFFICIAL OF A STATE OR A LAW ENFORCEMENT AGENCY OR FROM A PERSON RESPONSIBLE FOR AIRPORT SECURITY.

(B) GENERAL

DURING A FLIGHT DISRUPTION, THE CARRIER WILL KEEP TRAVELLERS REGULARLY INFORMED IF THERE IS A FLIGHT DISRUPTION (FLIGHT AND TARMAC DELAYS; FLIGHT CANCELLATIONS; AND DENIALS OF BOARDING), AS TO THE REASON FOR THE DISRUPTION AS SOON AS IT IS

FEASIBLE.

THE FLIGHT STATUS WILL BE PROVIDED EVERY 30 MINUTES UNTIL A NEW DEPARTURE TIME HAS BEEN CONFIRMED OR

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ALTERNATIVE TRAVEL ARRANGEMENTS HAVE BEEN MADE.

NEW

STATUS INFORMATION WILL BE PROVIDED TO TRAVELLERS SOONER THAN 30 MINUTES AFTER THE LAST UPDATE IF APPLICABLE AND FEASIBLE. THIS INFORMATION WILL BE PROVIDED THROUGH:

AN AUDIBLE ANNOUNCEMENT;
A VISIBLE ANNOUNCEMENT, UPON REQUEST; AND
THE AVAILABLE COMMUNICATION METHOD THE

PASSENGER

HAS SELECTED (E.G., EMAIL, SMS).

- (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. HOWVERE, 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

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SWOOP CONTROL, SWOOP WILL PRESENT THE PASSENGER

WITH

THE FOLLOWING OPTIONSL

(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

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THE APPLICABLE CONVENTION, OR UNDER THE LAW WHEN NEITHER CONVENTION APPLIES.

CONSIDER

IN ADDITION TO THE ABOVE, SWOOP WILL ALWAYS

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) {X}

(E) TARMAC DELAYS

A TARMAC DELAY OCCURS WHEN THE FLIGHT IS DELAYED AFTER THE DOORS ON THE PLANE HAVE CLOSED PRIOR TO TAKE OFF,

OR

AFTER THE PLANE HAS LANDED. THE MINIMUM TREATMENT FOR ALL TARMAC DELAYS INCLUDE; ACCESS TO WORKING

LAVATORIES,

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PROPER VENTILATION AND HEATING OR COOLING, FOOD AND DRINK, AND THE ABILITY TO COMMUNICATE WITH PEOPLE OUTSIDE THE PLANE FREE OF CHARGE, IF FEASIBLE. IN ADDITION, AFTER A TWO HOUR TARMAC DELAY, THE CARRIER WILL BE REQUIRED TO RETURN TO THE GATE SO THAT PASSENGERS CAN DISEMBARK. HOWEVER, A PLANE WILL BE PERMITTED TO STAY ON THE TARMAC FOR UP TO 45 ADDITIONAL MINUTES, IF IT IS LIKELY THAT IT WILL TAKE OFF WITHIN THAT PERIOD AND THE AIRLINE IS ABLE TO CONTINUED PROVIDING THE REQUIRED STANDARDS OF TREATMENT. THIS ALLOWANCE FOR A SHORT EXTENSION IS INTENDED TO ENSURE THAT THE PLANE CAN TAKE OFF IF THERE IS A REASONABLE PROSPECT OF THIS OCCURING - SO THAT PASSENGERS REACH THEIR FINAL DESTINATION AND DO NOT SUFFER FURTHER INCONVENIENCE CAUSED BY A FLIGHT CANCELLATION. HOWEVER, IF TAKE OFF IS NOT LIKELY TO OCCUR WITHIN THAT 45 MINUTE WINDOW, THE PLANE WILL HAVE TO RETURN TO THE GATE. IN NO CIRCUMSTANCES WILL AIRLINES BE PERMITTED TO EXCEED THIS TIME, UNLESS THEY ARE PREVENTED FOR REASONS RELATED TO SAFETY, SECURITY, CUSTOMS OR AIR TRAFFIC CONTROL. IF A PASSENGER REQUIRES URGENT MEDICAL ASSISTANCE WHILE THE FLIGHT IS DELAYED ON THE TARMAC, THE CARRIER WILL FACILITATE ACCESS TO THAT ASSISTANCE. IF PASSENGERS ARE ALLOWED TO DISEMBARK DURING A TARMAC DELAY, IF FEASIBLE, THE CARRIER WILL GIVE PASSENGERS WITH DISABILITIES AND

THEIR

SUPPORT PERSON, SERVICE ANIMAL OR EMOTIONAL SUPPORT ANIMAL (IF ANY), THE OPPORTUNITY TO DISEMBARK FIRST.

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K 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

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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, SWOP 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, SWOP 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, SWOP 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:

SWOP WILL COMMUNICATE AND PROVIDE INFORMATION TO TRAVELLERS IN LINE WITH THOSE SET OUT IN RULE 90, SECTION (B).

- (1) SWOP WILL PUBLICLY ASK FOR VOLUNTEERS TO

RELINQUISH

THEIR SEATS FROM AMONG THE CONFIRMED PASSENGERS.

AT

THE SAME TIME SWOP 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. SWOP 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. SWOP WILL PROVIDED IN WRITING TO THE VOLUNTEER THE AGREED TO BENEFITS PRIOR TO THE DEPARTURE OF THEIR FLIGHT. SWOP MAY NOT DENY BOARDING TO ANY PASSENGER THAT

IS

ALREADY ONBOARD THE AIRCRAFT, UNLESS THE DENIED BOARDING IS A REQUIREMENT FOR SAFETY REASONS.

- (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

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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.

SEAT

(3) THE PASSENGER WHO VOLUNTARILY SURRENDER HIS/HER

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.

PASSENGERS

(1) IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER

MAY BE DENIED BOARDING INVOLUNTARILY, IN ACCORDANCE
WITH THE FOLLOWING BOARDING PRIORITIES OF CARRIER;

(2) IN THE EVENT MULTIPLE PASSENGERS HAVE PAID AN EQUAL
FARE, THE LAST TO CHECK-IN WILL BE THE FIRST TO BE
DENIED BOARDING. PRIORITY BOARDING WILL BE GIVEN
TO THE FOLLOWING;

(A) AN UNACCOMPANIED MINOR,

(B) A PASSENGER WITH DISABILITIES AND THEIR SUPPORT
PERSON, SERVICE ANIMAL, OR EMOTIONAL SUPPORT
ANIMAL, IF ANY,

(C) A PASSENGER TRAVELLING WITH FAMILY MEMBERS; AND

(D) A PASSENGER WHO WAS PREVIOUSLY DENIED BOARDING
ON THE SAME TICKET.

(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:

FOR REASONS WITHIN THE CARRIER'S CONTROL:

(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 SERVICES OR VIA ANOTHER
TRANSPORTATION PROVIDER. SWOOP WILL PROVIDE A
CONFIRMED RESERVATION FOR THE NEXT AVAILABLE FLIGHT
THAT IS OPERATED BY SWOOP, OR A CARRIER WITH WHICH
SWOOP HAS A COMMERCIAL AGREEMENT, AND IS TRAVELLING
ON ANY REASONABLE AIR ROUTE FROM THE AIRPORT AT
WHICH THE PASSENGER IS LOCATED TO THE DESTINATION

FOR THAT IS INDICATED ON THE PASSENGER'S ORIGINAL TICKET. THIS ALTERNATIVE TRANSPORTATION WILL BE

SERVICES COMPARABLE TO THOSE OF THE ORIGINAL TICKET TO THE EXTENT POSSIBLE, OR;

ORIGIN (2) IF THE TRAVELLER IS NO LONGER AT THE POINT OF

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THAT IS INDICATED ON THE TICKET AND THE TRAVEL NO LONGER SERVES A PURPOSE BECAUSE OF THE DELAY, CANCELLATION OR DENIAL OR BOARDING, REFUND THE TICKET AND PROVIDE THE PASSENGER WITH A CONFIRMED RESERVATION THAT

(I) IS FOR A FLIGHT TO THE POINT OF ORIGIN, AND (II) ACCOMMODATES THE PASSENGER'S TRAVEL NEEDS, OR;
WITH (3) SWOOP WILL REFUND THE UNUSED PORTION OF THE TICKET. SWOOP WILL REFUND THE COST OF ANY ADDITIONAL SERVICES PURCHASED BY A PASSENGER IN CONNECTION

THEIR ORIGINAL TICKET IF THE PASSENGER DID NOT RECEIVE THOSE SERVICES ON THE ALTERNATIVE FLIGHT;

OR THE PASSENGER PAID FOR THOSE SERVICES A SECOND

TIME. REFUNDS WILL BE PAID BY THE METHOD USED FOR THE ORIGINAL PAYMENTS AND TO THE PERSON WHO PURCHASED THE TICKET OR ADDITIONAL SERVICES.

(4) FOR REASONS OUTSIDE THE CARRIER'S CONTROL: 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 SERVICES OR VIA ANOTHER TRANSPORTATION PROVIDER. SWOOP WILL PROVIDE A CONFIRMED RESERVATION FOR THE NEXT AVAILABLE FLIGHT THAT IS OPERATED BY SWOOP, OR

A CARRIER WITH WHICH SWOOP HAS A COMMERCIAL AGREEMENT, AND IS TRAVELLING ON ANY REASONABLE AIR ROUTE FROM THE AIRPORT AT WHICH THE PASSENGER IS LOCATED TO THE DESTINATION THAT IS INDICATED ON THE PASSENGER'S ORIGINAL TICKET. THIS ALTERNATIVE TRANSPORTATION WILL BE FOR SERVICES COMPARABLE TO THOSE OF THE ORIGINAL TICKET TO THE EXTENT POSSIBLE, OR;

(5) 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 {N}FOR REASONS WITHIN THE
AIRLINE'S CONTROL (AND IS NOT REQUIRED FOR SAFETY):

- (1) PASSENGER WHO IS DENIED BOARDING INVOLUNTARILY, IS
ENTITLED 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

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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 SWOOP 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) A PASSENGER'S COMPENSATION IS BASED ON THE LENGTH

OF

DELAY ARRIVAL AT THEIR FINAL DESTINATION. ELIGIBLE
PASSENGERS WHO ARE DENIED BOARDING INVOLUNTARILY

ARE

ENTITLED TO:

MINIMUM LEVELS OF COMPENSATION

LENGTH OF DELAY AMOUNT (CAD)

0-6 HOURS \$900

6-9 HOURS \$1800

9 PLUS HOURS \$2400

"LENGTH OF DELAY" IN THE CHART ABOVE IS BASED ON THE ARRIVAL TIME OF THE ORIGINAL TICKET

FOR (A) SWOOP MUST GIVE EACH PASSENGER WHO QUALIFIES

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. IF THE PAYMENT CANNOT BE MADE BEFORE THE PASSENGERS NEW DEPARTURE TIME, THE PAYMENT WILL BE SENT TO THE PASSENGER WITHIN 48 HOURS, AND THE AMOUNT OF COMPENSATION WILL BE CONFIRMED IN WRITING PRIOR TO THE PASSENGERS INITIAL FLIGHT DEPARTURE.

THE

AMOUNT OF COMPENSATION MAY BE SUPPLEMENTED IF THE PASSENGERS DELAY AT ARRIVAL TIME IS LONGER THAN PREVIOUSLY AGREED TO WHEN THE PAYMENT WAS ISSUED.

(B) SWOOP WILL INFORM PASSENGERS IN WRITING OF THE AMOUNT OF CASH/CASH EQUIVALENT COMPENSATION

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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. ALTERNATIVE FORMS OF PAYMENT WILL HAVE NO EXPIRY.

(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 PROVIDED THAT IT WILL NOT FURTHER DELAY THE PASSENGER;

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

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) ACCESS TO A MEANS OF COMMUNICATION.
- (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

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(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
PROOF OF IDENTITY.

APPLICABLE ONLY TO TRAVEL FROM CANADA:

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

AND

IN PARTICULAR THE PASSENGER'S ENTIRE

FACE,

TO DETERMINE IF THEY APPEAR TO BE 18

YEARS

OF AGE OR OLDER.

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

OLDER

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

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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 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

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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

FIT
MUST

PATIENT AND FOUND HER TO BE PHYSICALLY
FOR TRAVEL BY AIR AND THE CERTIFICATE

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
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

- (A) THE PERSON, IN THE REASONABLE JUDGEMENT OF
REASONABLE 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

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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) THER PERSON IS UNABLE OR UNWILLING TO SIT IN HIS/HER ASSIGNED SEAT WITH THE SEAT BELT FASTENED.
 - (F) THE PERSON SMOKES OR ATTEMPTS TO SMOKE IN
- AIRCRAFT.
- (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
 - (H) THE PERSON IS BAREFOOT.
 - (I) THE PERSON IS INAPPROPRIATELY DRESSED.
 - (J) THE PERSON HAS A PROHIBITED ARTICLE OR CONCEALED OR UNCONCEALED WEAPON(S).

THE

OF

HOWEVER,

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

- (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

PASSENGER

ABOVE,

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

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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 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 INTERFERE 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 PASSENGER TO A CREDIBLE THREAT OF INJURY.

- (III) THE PERSON DISPLAYS 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 (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

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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 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 CONTINE THE BAN OR MAINTAIN THE PROBATION PERIOD.

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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.

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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

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

FOR DESTINATION VIA THE ROUTE SHOWN ON THE TICKET,
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
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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 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

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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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K LIMITATIONS OF LIABILITY

APPLICABLE TO INTERNATIONAL TRANSPORTATION TO AND FROM 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

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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

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.

AS

(B) THE CARRIER SHALL MAKE THE ADVANCE PAYMENT

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

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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 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

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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

THE (4) THE CARRIER IS LIABLE FOR DAMAGES SUSTAINED IN

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

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

OF DESTRUCTION, LOSS, DAMAGE, OR DELAY OF BAGGAGE, WHETHER CHECKED OR UNCHECKED, UNDER THE WARSAW CONVENTION OR THE MONTREAL CONVENTION, WHICHEVER MAY APPLY. {N}IN ADDITION, THE CARRIER WILL REIMBURSE PASSENGERS FOR ANY BAGGAGE FEES PAID IF

THEIR BAGGAGE IS DAMAGED. UNLESS THE PASSENGER PROVES OTHERWISE:

SHALL (I) ALL BAGGAGE CHECKED BY A PASSENGER BE CONSIDERED TO BE THE PROPERTY OF

THAT PASSENGER.

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

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.

CARRIER (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

DAMAGE, WILL BE LIABLE FOR DESTRUCTION, LOSS, 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
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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
PERSON WITH A DISABILITY'S MOBILITY AID.

CARRIER

(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
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
JURISIDICIION 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

SHALL
OF
THE

CONVENTION IN A MANNER INCONSISTENT WITH
(B) (1) HEREOF. THE LIMITS OF LIABILITY
NOT APPLY IN CASES DESCRIBED IN ARTICLE 24
THE WARSAW CONVENTION OR ARTICLE 22(5) OF
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
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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:

ADDITION
AT

- (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

SATISFACTORY

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 OR LOSS 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

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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 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) OVERRIDING LAW
IF ANY PROVISION CONTAINED OR REFERRED TO IN THE
- (F) MODIFICATION AND WAIVER
NO AGENT, SERVANT OR REPRESENTATIVE OF THE CARRIER HAS THE AUTHORITY TO ALTER, MODIFY, OR WAIVE ANY
- (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.

TICKET
APPLICABLE
WHICH

PROVISIONS

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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,

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

BE MADE, THEN THE REFUND WILL BE MADE TO THE PERSON SO DESIGNATED. TO DO SO, THE PASSENGER MUST CONTACT THE CARRIER DIRECTLY.
- (4) ACCEPTANCE OF A REFUND BY THE PASSENGER WILL RELEASE THE CARRIER FROM FURTHER LIABILITY.

OR

SHALL

THE
REQUESTS
PURCHASES,
(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
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
IF
WITHIN
(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

ALTERNATE TRAVEL COULD NOT BE PROVIDED
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

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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
TRANSPORT THE CARRIER'S CONTROL OR REFUSAL TO
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
ONE THAT RESULTS IN THE MOST GENEROUS AMOUNT
USING ONE OF THE FOLLOWING METHODS:

AND (I) THE DIFFERENCE BETWEEN THE FARE PAID

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 WHERE THE PASSENGER TERMINATED TRAVEL
TO

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
TERMINATED TRAVEL WAS NOT ON THE

ROUTING 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

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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
POSSIBLE. HOWEVER, CANADIAN DOLLAR REFUNDS OR
REFUNDS IN THE CURRENCY OF THE COUNTRY WHERE THE
INVOLUNTARY REFUND IS NECESSARY MAY BE MADE AT

THE

REQUEST OF THE PASSENGER PROVIDED A REFUND IN

SUCH

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.

- (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

A REFUND IN SUCH CURRENCY IS NOT PROHIBITED BY

LOCAL

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 MUST MAKE THE REQUEST AT THE TIME OF CANCELLATION

OR

- 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

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DEATH OF THE PASSENGER, {X}, 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

WWILL 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. THOSE DESIGNATED TO ISSUE A DEATH CERTIFICATE BY

THE

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.