

Porter Escapes Terms & Conditions

IMPORTANT NOTICE:

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS PRIOR TO BOOKING YOUR TRAVEL PACKAGE WITH PORTER ESCAPES.

By booking a Porter Escapes reservation at www.flyporter.com, a Porter Escapes Travel Planner, or through your authorized travel agent, you enter into a binding agreement signifying your acceptance of, and agreement to comply with and be bound by these terms and conditions.

Porter Escapes package pricing: The total package price for each Porter Escapes travel package includes (a) roundtrip airfare for the selected flights or combination of flights on Porter Airlines, (b) hotel accommodation for the duration selected, (c) meals and inclusions, if any, as specified in the selected hotel details (e) all applicable taxes, fees and charges. Roundtrip transfers to and from the destination airport and hotel are not included unless specified otherwise.

All prices, unless otherwise stated, are per person based on the room occupancy chosen, and are stated in Canadian funds.

The package price does NOT include: additional costs related to incidental charges, documentation requirements, health certificates, baggage charges, seat selection, items of personal nature, etc., any other extra charges above those reflected in the price for each package, including any supplementary services purchased at destination and not specified to be included in the package, any costs incurred en route to and/or from the destination (unless specified), meals and/or alcoholic beverages (unless specified), local excursions at destination (unless specified), telephone calls, tips, laundry, car rental insurance and taxes and fees billed at destination by the car rental company when booking a car rental, items of a personal nature and/or personal services not specified as being included in a selected package as per its description on Porter Escapes pages on www.flyporter.com.

Pricing changes: Prices may fluctuate due to unforeseen factors or in response to market conditions thereby resulting in a price increase or decrease, including after a reservation has been completed. Porter Escapes reserves the right to alter prices as it deems necessary, provided that if the price for a purchased package should increase by greater than 7% prior to travel, you have the right to cancel your Porter Escapes reservation and obtain a refund of all monies paid, unless the price increase is the result of any government taxes or fuel surcharge allowed by the Canadian Transportation Agency. Revised lower prices may be offered at the discretion of Porter Escapes as an incentive to new bookings only and/or the result of promotional campaigns that are subject to specific conditions.

Porter Escapes will review its prices throughout the year in accordance with availability and demand. We reserve the right to increase or decrease our prices accordingly.

To check our current pricing please consult your Travel Agent, contact the Porter Escapes Travel Planner or visit the [Flight + Hotel](#) section of www.flyporter.com. Website prices and availability are the most up-to-date in the confirmation screen of the booking process once the preferred hotel and travel dates are selected.

Attractions, activities, etc.: Activities and/or attractions purchased with Porter Escapes are non-transferable and non-refundable unless specified otherwise. Some excursions may require a signed waiver before proceeding with specified activity, please ensure that all terms and details are agreed upon before purchase.

Promotions: Porter Escapes may offer promotional offers that will be time sensitive, with limited inventory, for specific products and may not be applicable to all destinations and/or gateways. Some offers may be only applicable to specific flights on a particular day. These promotions cannot be combined with any other promotions or offers that may be advertised or available at the same time.

All published prices and promotions offered by Porter Escapes have limited availability and may be withdrawn at any time, with or without prior notice.

Payment Requirements: For all Porter Escapes vacations, full payment is due at the time of booking. Some exceptions may apply, including for Groups reservations.

The method of payment accepted for all Porter Escapes reservations is by credit card: Mastercard, Visa, and/or American Express; and/or Debit Visa. Please be advised that if you purchase a package via your local Travel Agency, Porter Escapes will appear as the vendor on your credit card statement, not your travel agency.

By providing a debit/credit card number to confirm and pay for a reservation, you consent to Porter Escapes charging the payment card and confirm your acceptance of these terms and conditions. The credit/debit card number, including its billing information, is subject to a verification process. Please ensure accuracy on providing the card information otherwise your payment may be declined and your booking cancelled with or without notice and with no responsibility of Porter Escapes.

If you are not the cardholder, you warrant by providing the payment card number that you are duly authorized to do so and to consent on behalf of the cardholder to Porter Escapes charging the debit/credit card. We may request additional information from you and the cardholder (including but not limited to a third party payment card authorization form, copy of the front and back of the card and two or more pieces of government issued identification) at any time after the booking, or a new payment card to pay for the booking.

Currency transactions: All pricing is quoted in Canadian funds. All invoice documentation is stated in Canadian funds. For bookings paid by a U.S. credit card, your credit card statement will identify the exchange at the time of booking as designated by your credit card bank.

Cancellations: If you wish to cancel your Porter Escapes reservation at any time prior to travel, you must notify Porter Escapes promptly whether directly or, where applicable, via your travel agent.

A cancellation fee will be charged based on the difference between the date of travel and date of cancellation, as follows:

| Time of Cancellation | Cancellation Fee |
|--|---|
| 30 days or more prior to departure date | \$150CAD plus HST per person |
| 15 to 29 days prior to departure date | \$250CAD plus HST per person |
| 8 to 14 days prior to departure date | 50% of total price** (excluding taxes & related fees) |
| 7 days or less prior to departure date (including on and after departure date) | 100% of total price** |

*** Total price refers to the total package price of original reservation that has been paid or due to Porter Escapes.*

Cancellation fees are liquidated damages to compensate Porter Escapes for prepayments made on advance booking of travel services, and for administrative costs involved in processing a cancellation.

No Shows: Clients who do not show up for travel are considered 100% cancelled and forfeit their package. No shows at the original point of departure will also result in the cancellation of return and connecting flights, along with all the added amenities.

Changes: Any modifications required on a confirmed reservation may only be made 30 days or more before departure. A change fee will be applicable, and additional price increases reflecting the price variance between the original booking date and the date of the change may apply. No such price variance will be applied for price reductions.

Certain modifications requested 30 days or less before departure, including names changes and/or corrections, may be treated as cancellations and charged a cancellation fee as set out above.

Note: Some reservation changes, including name changes, may be denied due to hotel or airline specific terms and conditions whereby a cancellation fee may apply.

Certain situations where a change occurs, the change may create a new confirmation number which is required for any future reference.

| Time of Change Request | Change Fee⁺ |
|---|--------------------------------|
| 30 days or more prior to departure date | \$75 CAD plus HST per booking |
| 29 to 15 days or more prior to departure date | \$150 CAD plus HST per booking |

| | |
|--|---|
| 14 to 8 days or more prior to departure date | \$250 CAD plus HST per booking |
| Between 7 and 3 days prior to departure date | 50% of package or \$250 CAD per room plus HST per booking |

+Some exceptions apply based on type of change, hotel exceptions over promotional periods or seasonal destination availability. As noted above, changes may also result in additional fees or charges as a result of price variances since the initial booking date.

Same day flight changes: If a passenger misses the flight booked as part of the purchased travel package, and there is seating available on the next flight, the passenger may change flights for a fee of \$150CAD plus HST per person, per segment. This change fee is payable directly to Porter Airlines and will be processed upon check-in.

Cancellation by Porter Escapes: In the event Porter Escapes must cancel travel services, whether a portion or all, we will refund all monies received for such cancelled services. Such refund shall be passenger's sole and exclusive remedy and will be deemed to constitute the full settlement of any claim against Porter Escapes. A full refund, however, will not be granted where cancellation of travel must be made by Porter Escapes for any situations which are unusual and/or unforeseeable, i.e., any force majeure including (but not limited to) weather conditions such as inundation, any type of storm, hurricane, twister or similar, fire, seismic activity, nuclear disasters, strikes, riots or civil conflicts, acts of war, terrorist actions, any public health emergencies or health risks, government actions, supplier bankruptcies and any other events beyond Porter Escapes' control.

Whereby, the cancelled portion of the trip is due to a Porter Airlines flight delay or cancellation all efforts will be taken to re-accommodate passengers on the next available Porter flight. If the next flight available is not accepted, a refund in the value of the affected flight portion may be applicable. This refund does not include any hotel portion or other products purchased on your Porter Escapes package. Please contact a Porter Escapes Travel Planner for further assistance.

Your rights under the Air Passenger Protection Regulations: If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. Your entitlement to relief under the Air Passenger Protection Regulations applies to the flight portion of your Porter Escapes reservation only. For more information about your passenger rights please [contact Porter Escapes](#) or visit the [Canadian Transportation Agency's website](#).

Porter Airlines policies have been created in accordance with the Air Passenger Protection Regulations. Details related to the standards of treatment and compensation in the event of a flight delay, cancellation, denied boarding or lost or damaged baggage can be found in [General Conditions of Carriage and Tariffs](#).

Change to Travel Services by Porter Escapes: There may be circumstances whereby advertised amenities and/or inclusions are modified or become unavailable. Porter Escapes will advise the client or the travel agent of any such changes, if known, prior to departure. However, at times changes such as hotel overbooking, unexpected maintenance issues or market conditions may require a change of destination, change of departure or return date by more than 24 hours, change of itinerary, change of hotel or accommodation or other purchased services. In these circumstances, Porter Escapes reserves the right to substitute hotel and other arrangements for arrangements of comparable value without notice or liability. In the event that we must contact passengers for such notifications we will contact the passenger via telephone at the phone number and/or email provided during the booking process.

Group Bookings: A group booking means a reservation for 10 or more adults travelling together on the same date to the same destination. A group quote is only available by request made through the Porter Escapes Travel Planners at 1-855-372-1100.

Payment options, name lists and documentation requirement will vary from a regular reservation as outlined per specific Group contract. Similarly, any cancellations and changes for groups may differ from those listed above and will be subject to the group contract terms and conditions.

Special Needs & Accessibility: Porter Airlines provides many services for passengers with special needs and/or who require assistance. For a full list of services, please visit [Disability Assistance](#).

Please ensure that if you require any special assistance that you notify Porter Escapes Travel Planners and/or your travel agent within a reasonable time period in order to process the appropriate requirements for both your flight and hotel accommodation.

Accessibility options available at both airport(s), in-flight and at accommodation venues vary; therefore please ensure that required service is available before confirming your reservation.

Hotel Accommodation requests such as accessible rooms, room location, adjoining rooms, cribs, mini-fridge etc. are not guaranteed and may be based on a limited inventory. Porter Escapes will make best efforts to forward such requests to the applicable supplier; however Porter Escapes is not responsible if such requests cannot be fulfilled by the supplier or if local surcharges apply. Any applicable surcharges are not included in the Porter Escapes travel package price and may be payable to the hotel upon check-out. Hotel categories displayed and described on our website may not necessarily be the same for an accessible room.

The same notification process applies for clients travelling with an attendant or a service animal, please contact a Porter Escapes Travel Planner and/or your Travel Agent for more information.

Children: Children's prices and policies vary per supplier. Children's pricing and policies typically apply to children aged 12 years and under at the time of departure and only when sharing a room with 1 or 2 full paying adults. Proof of child age may be required by hotel and/or attraction upon check-in.

Some hotels have minimum check-in age requirements and may deny accommodation if the client's age is below the stated minimum age required. Check each hotel details section for specific hotel's required minimum age.

Many hotels will provide bedding for infants, if required. It is recommended to request any bedding requirements before travel. Hotels may charge for these bedding requests which are payable to the hotel directly.

Children under the age of 2 for the duration of the purchased vacation are considered infants and will fly free of charge (1 infant per adult is allowed). Each infant travelling must be identified in the reservation, however they will not be assigned a seat on flights or allotted a baggage allowance.

Any child who will turn 2 years of age before the end of the purchased vacation will not be considered an infant, and a seat must be purchased for his or her travel on all flights and hotel accommodations must reflect the same.

Documentation: It is the responsibility of each passenger to obtain, at his or her own expense, all required travelling documents, including any documentation required by the government authorities of the destination, as well as any jurisdiction through which the passenger may transit en route to the vacation destination or return home.

Required documentation may vary depending on citizenship status and/or resident status. Check [ID Requirements](#) for more details or contact your travel agent.

Special documentation may be required for minors travelling alone, for children who have a different surname than the adults who accompany them, or for single parents travelling with children.

A valid passport is required for travel outside of Canada, or for travel to Canada from another country.

The passenger name on the passport must match the name on the boarding pass.

If any passenger is denied boarding due to incorrect identification documentation, Porter Escapes is not liable for any missed flights, including connections or cancelled portions of the passenger's trip. Cancellation fees will apply.

Travel Documents: An itinerary outlining all travel details and contact information is provided on the date a reservation is made. Passengers are responsible for reviewing their itineraries upon receipt and promptly advising Porter Escapes or their Travel Agent of any discrepancies or errors.

All flight details and accommodation vouchers are provided in electronic format (eDoc) and will be forwarded to the email address provided at the time of booking. Porter Escapes eDocs must be presented along with proper identification at hotel check-in and for any other purchased services such as ski lift tickets, attraction admissions, etc. Porter Escapes eDocs are accessible 30 days prior to departure on fully paid reservations.

NOTE: Travel on Porter Airlines is subject to Porter Airlines' [Conditions of Carriage](#) including applicable Tariffs, which are available for review on www.flyporter.com.

Flight schedules: It is recommended that passengers check [flight status](#) within 24 hours of departure to confirm all details. Flight times and itineraries are subject to change. Operational changes may occur that result in the need to reschedule or cancel flights. In the event that any changes need to be advised, prior to your departure, we require that either passenger or your Travel Agent provide us with contact information, preferably an email that is easily accessible. In the event of a flight delay related to weather, traffic or a "force majeure" situation, the airline may not provide meals and/or accommodations.

It is recommended that travel insurance is purchased to provide clients with coverage for unexpected developments of their trip.

Flight check-in: [Web check-in](#) is available for passengers using Canadian or U.S. issued passports. Passengers travelling with passports issued by another country must check-in at the Porter desk at the airport. Your flight confirmation, referred to as a 'PNR' number is required and is available on your Porter Escapes invoice and e-docs.

Seat Selection: Seat selection for Porter Escapes clients is available through Porter Airlines for an additional fee between \$10 and \$50 per passenger, per segment plus applicable taxes. Seat selection fees are non-refundable unless the passenger is moved by Porter Airlines prior to departure. Please refer to [Seating Options](#) for full details.

To reserve your seat, clients may do so by calling Porter Escapes or visiting www.flyporter.com.

VIPorter: VIPorter loyalty members will earn points on the flight portion of their purchased Porter Escapes vacation package. A flat base airfare value of \$150 to \$400 will be used, based on the type of package purchased. Members will earn one dollar of credit towards their VIPorter Premium status ("Qualifying Spend") and the number of Points awarded will vary, based on the member's Membership Tier.

Accumulation and redemption of VIPorter Points are governed by the [VIPorter Terms and Conditions](#). For more details, please visit [VIPorter](#). VIPorter points cannot be redeemed on any portion of Porter Escapes package.

Baggage: Baggage restriction and allowance details are subject to Porter Airlines rules and guidelines. All baggage remains at passengers' own risk throughout their vacation. Liquids and gels, as well as many other items, are not permitted in carry-on luggage for flight security reasons. It is recommended that any prescription medications be kept in the original package and be packed in a carry-on bag.

Local Transfers: Transfers are not included in Porter Escapes package vacation unless specified. There is no reimbursement available for any missed or unused transfers. Some hotels may include a complimentary shuttle or car service, please refer to the individual hotel page where available. Other hotels may offer car service at a specified fee that will require

clients to be pre-arranged directly with the hotel. If a Porter Escapes package includes a shuttle or car service it will be identified in the package details.

Travel Insurance: Porter Escapes highly recommends that all travellers purchase travel insurance coverage to protect themselves from any unforeseen events that may occur before or during their vacation.

Allianz travel insurance is available for purchase on a Porter Escapes vacation package directly on our [website](#) at the time of booking or you may call Allianz directly at 1-833-730-2281 at any time prior to your travel date.

Hotel Check-in & Check-out: Check-in and check-out times vary among hotels. Please refer to the hotel details for specific information. Hotel check-in is typically after 3:00 pm on the day of arrival and check-out time is normally 12 noon, but may vary from hotel to hotel. Any requests or arrangements for late check-out and/or early check-in are the responsibility of the passenger, and must be made directly to the hotel.

Hotels require photo identification and a credit card upon check-in. The credit card is kept on file and only used for any incidentals incurred during hotel stay.

Hotel Ratings: The hotel Star ratings listed have been provided directly from our suppliers, based on our reviews and from official rating guides. The star rating criteria is based on various factors including hotel location, provided amenities and inclusions. Star ratings are provided for information purposes only and shall not entitle passengers to any specific services or amenities. Porter Escapes does not have control over construction or other readiness of its suppliers.

Website Information Accuracy: The details and information provided on www.flyporter.com have been carefully reviewed for accuracy at time of its publication. Nonetheless, errors do occur and Porter Escapes will make best efforts to properly correct and update all affected information. Photographs displayed at www.flyporter.com are representational only, and not a guarantee that everything is exactly as depicted upon arrival at the destination. In the event of an error, Porter Escapes reserves the right to deny any reservations made based on erroneous information.

Unused Services: No refunds or adjustments are credited for any unused or cancelled services purchased during or on your trip. The same policy would apply the price or value of unused travel services is not exchangeable for alternative arrangements. We strongly encourage the purchase of travel insurance that provides coverage for unexpected developments that may cause cancellations or unexpected interruptions.

Feedback: Please send any feedback or customer service claims directly to Porter Escapes in writing by registered mail or email customerservice@porterescapes.com.

Claims: CLAIMS MUST BE ADDRESSED AS INDICATED BELOW AND RECEIVED BY PORTER ESCAPES WITHIN 30 DAYS FROM THE DATE OF COMPLETED TRAVEL. Porter Escapes will have no liability in respect of any claims where such claims have not been received

by Porter Escapes within the 30 days outlined above, and shall otherwise be subject to the limitations of liability set out below.

Send notice or claim to:

Porter Escapes Customer Service
Billy Bishop Toronto City Airport
Toronto, ON Canada M5V 1A1

Email: customerservice@porterescapes.com
Fax: 416-203-8150

Regardless of Porter Escapes liability, any incidents including injuries, service cancellation, or dissatisfaction must be reported to Porter Escapes during the event or as soon as possible, to allow Porter Escapes an opportunity to provide assistance.

Limitation of Liability: Porter Escapes assumes no responsibility for any claim, loss, damage, cost or expense arising out of personal injury, accident or death, loss, damage, delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:

- The act of omission of any third party including suppliers;
- Sickness, theft, labour disputes, mechanical breakdown, quarantine, government actions, weather, local hostilities, acts or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics or health risks, weather, closed or congested airports, supplier insolvency, governmental acts and other events beyond our direct control;
- Your failure to obtain the documentation required for your trip such as passports, visas, and certificates (in which case you are not entitled to any refund);
- Your failure to follow instructions including but not limited to airport departure times, baggage handling, and check-in / checkout times;
- Cancellation or change for any reason in the travel services offered. We reserve the right to cancel or substitute travel services with a comparable alternative at our discretion as described above. If we must cancel your booking entirely, Porter Escapes' liability will be limited to a refund of all monies paid.

UNDER NO CIRCUMSTANCES WILL PORTER ESCAPES' TOTAL LIABILITY TOWARDS THE PASSENGER EXCEED THE AMOUNT PAID TO PORTER ESCAPES BY OR ON BEHALF OF THE PASSENGER FOR THE SERVICE IN QUESTION, AND THE PASSENGER EXPRESSLY RELEASES PORTER ESCAPES FROM ANY LIABILITY EXCEEDING THE SAID LIMIT.

All flights are operated by Porter Airlines, unless otherwise specified. Porter Escapes reserves the right to decline any passenger at any time.

Liability of Suppliers. Porter Escapes makes arrangements with third-party suppliers who provide travel services such as flights, hotels, airport-hotel transfers, sightseeing, or other

activities included in your package. Porter Escapes is not responsible for its suppliers' acts and omissions and for acts and omissions of their respective employees, representatives or agents. Travel services are subject to conditions imposed by law and by third-party suppliers. As such, their liability is limited by their respective tariffs, conditions of carriage as well as international conventions and arrangements. Conditions of Carriage apply to flights bound to and from your destination, some of which limit or exclude liability. For air carrier liability and options available to you regarding loss, damage or delay of your baggage, consult www.flyporter.com and submit any claims directly to Porter Airlines. Porter Escapes does not assume any responsibility for schedule changes made by the airline, or any additional costs (accommodation, meals, etc.) incurred due to any flight delays or missed connections. Additional supplier terms and conditions may also apply.

YOU AGREE THAT PORTER ESCAPES (INCLUDING, IF APPLICABLE, ITS AFFILIATES AND PARENT COMPANY, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EXECUTIVES, EMPLOYEES AND ASSOCIATES) SHALL NOT BE RESPONSIBLE FOR, AND YOU HEREBY WAIVE, ANY CLAIM ARISING OUT OF OR RELATING TO ANY LOSS, DAMAGE, INJURY OR ILLNESS WHETHER PHYSICAL OR MENTAL, RESULTING FROM OR RELATING TO ANY DELAY, SUBSTITUTION OF EQUIPMENT, OR ANY ACT, OMISSION, COMMISSION OR NEGLIGENCE OF ANY THIRD PARTY SUPPLYING ANY OF THE SERVICES OR ACCOMMODATIONS COMPRISING PART OF OR OTHERWISE RELATING TO THE TRAVEL PACKAGE PURCHASED, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR FOR ANY CLAIMS FOR SUCH LOSS, DAMAGE OR INJURY, WHETHER PHYSICAL OR MENTAL, ARISING THEREFROM, OR FROM ANY CAUSE THAT ARISES BY REASON OF ACTS OR OMISSIONS BY PARTIES OTHER THAN PORTER ESCAPES.

Privacy Policy: Porter Escapes is compliant with the Personal Information Protection and Electronic Document Act (Canada).

Porter Escapes Inc. is a wholly-owned subsidiary of privately-held Porter Aviation Holdings Inc.

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TICO Registration #50019771