

BOOKING CONDITIONS

Once Contiki accepts your booking by confirmation thereof a contract is made between Contiki & you upon the terms & conditions set out below.

OUR RESPONSIBILITIES

1. YOUR TRIP RESERVATION

On receipt of your deposit, subject to availability and at our discretion, Contiki will reserve your place on your selected trip. A contract is only made between you and us upon your booking being confirmed and accepted by us and our communication thereof to either you or your travel agent.

2. PRICE GUARANTEE

Trip prices in this brochure are based on costs, charges, tariffs, rates, prices, taxes, levies and exchange rates as of 18th July, 2018. Should any of these costs change, a surcharge may be made on the price of your trip. If the total trip price increases by more than 7%, passengers will have the right to cancel within 7 days of notification of the surcharge without penalty. No surcharges in respect of cost or currency fluctuations will be made once payment has been received. The guarantee excludes fuel surcharges and does not apply to any taxes, charges or levies imposed by any government or their agencies. In exchange for these guarantees, no refund will be made if costs are reduced. Prices are per person and are in Canadian Dollars unless otherwise specified. Advertised pricing includes the food fund pricing for trips that have food funds.

3. IF WE CANCEL OR CHANGE YOUR TRIP

3.1 Contiki reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.
3.2 Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative.
3.3 If an alternative is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another Contiki trip without payment of any transfer fee.

3.4 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond Contiki's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect of your booking.
3.5 Contiki is not responsible for any other travel arrangements affected due to our cancellations or rescheduling of any trip departure.

4. TRIP DETAILS AND CONDITIONS

4.1 The information in our brochure is correct to the best of our knowledge at the time of going to print (October, 2018) but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.
4.2 With respect to our touring program, Contiki will do our best, at our discretion, to select accommodation, sightseeing trips and transportation to give you good value for money.
4.3 Contiki constantly strives to improve trip itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. Contiki is not responsible for any other travel arrangements affected due to our cancellations.
4.4 We reserve the right to alter or substitute the type, size of vehicle and/or the style of transport mentioned in the brochure, resulting in occasionally having to utilise transport without some of the features promoted including WiFi & power outlets.

5. LIABILITY

5.1 Your travel agent shall, on the receipt of any monies, hold such monies for you until the booking is confirmed at which time those monies shall be remitted promptly by your travel agent to us. All such monies received by us will be deposited as required by law.
5.2 We will be entitled to keep for our account any interest earned on such monies.
5.3 All monies paid by you to us through your travel agent or otherwise, whether in respect of the deposit or full payment, may be disbursed by us as and when we see fit, in respect of the services to be provided and/or fees payable under your selected vacation. The payment of a deposit or any other monies in respect of your vacation shall be deemed to be an authorization for disbursement thereof as aforesaid.

YOUR RESPONSIBILITIES

1. BOOKING YOUR TRIP

1.1 In order to reserve your trip, a deposit of C\$200, per person per trip, or the full amount payable if booking is made within 45 days of departure from Canada, must be submitted to Contiki within 3 days in respect of that booking. This payment is in addition to any deposit required by your travel agent. The deposit is accepted as a first instalment of the vacation price by Contiki only once the booking has been confirmed in writing by Contiki or your travel agent. We accept Mastercard, Amex, Discoverer, Visa and Visa Debit for the initial deposit of C\$200 per person.
1.2 Your land reservation will be confirmed on receipt of a non refundable deposit of C\$200 per person, per trip which must be within 3 days of booking or the reservation will automatically be cancelled.

1.3 Provided full payment has been received travel documents will be sent in electronic format no later than 21 days prior to departure. You may opt to receive hard copy documents in which case these will be sent to you approximately 21 days prior to the departure date. If final payment is not received when due, costs to courier documents will be the responsibility of the Travel Agent. If you are leaving home earlier, please ask your Travel Agent to request your travel documents well in advance.

1.4 **Gorilla Trek.** If you wish to book a trip including the Gorilla Trek you will be required to make an additional non-refundable deposit at the time of booking. Your reservations agent will advise you of the additional amount required.

2. AIR ARRANGEMENTS

2.1 **Reservation/Ticketing:** When booking a guided vacation including flights, you will require at the time of booking to provide us the full name as detailed on the passport, date of birth, passport number, date and place of issue, expiration date and nationality for each guest. Some airlines do not allow name corrections and/or itinerary changes. Such corrections and/or changes are subject to additional fees, schedule changes and/or complete loss of air reservation. Guest will be responsible for any penalties (up to 100% of the airfare) charged by the airlines for name corrections and itinerary changes. A service fee \$50 per person will be charged for name corrections and any additional penalties or charges imposed by the airlines. Prior to you booking and paying your air travel, all prices and itineraries are subject to change at any time. Once a deposit is received, the base airfare is guaranteed, although Air taxes and Fuel Surcharges are subject to change until receipt of final payment. Upon receipt of final payment, the airfare, taxes and fuel surcharges are final, regardless of future price fluctuations up/ or down.

2.2 **Air Cancellations:** Cancellations incur a service fee of \$75 per person, reduced to \$35 if air ticket has not been issued prior to cancellation, plus any airline penalties. Airline imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable.

2.3 **Airline Seating:** Seats are limited in our contracted class of service and may not be available on every flight. Contiki does not hold block space on any airline and does not assure seat availability for every single guided vacation departure date. Not all airline offers pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered, or different seat are desired, guest must contact airline(s) directly to arrange seating assignments as well as special meal requests. Contiki does not assure that these requests will be granted.

2.4 **Airline Schedule Changes:** Itinerary changes due to flight delays and schedule changes is solely under the airline's control. Contiki reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellation and schedule changes are the responsibility of the airline. Contiki will not be responsible or liable for such delays or rescheduling and extra charges.

2.5 **Airline Frequent Flyers:** Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Contiki. It is the guest's responsibility to request frequent flyer credit from the airline. Contiki shall not be responsible for matters concerning frequent flyer miles.

3. PAYING THE BALANCE

3.1 The balance of the trip price must be paid by no later than 45 days before the scheduled trip departure date from Canada which shall be by the due date stated on the confirmation issued to you by Contiki.

3.2 If payment isn't made by the due date, Contiki may assume that you have cancelled and cancellation charges in accordance with clause 3 below will be levied by Contiki.

3.3 Tickets and other documents won't be forwarded until full payment has been received by us. Travel agency cheques must be received within 7 business days from the date payment is cleared in.

3.4 In the case of Late Bookings made within 45 days of your departure from Canada, the full cost of the vacation will be payable immediately on booking and we reserve the right to provide all travel documents at the vacation departure point.

3.5 Contiki reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods.

3.6 Your authorization to use your Credit Card number for deposit and/or final payment indicates your compliance with our booking conditions, whether or not you have actually signed the appropriate draft. Verbal authorization of the use of your Credit Card confirms your reservation. MasterCard, Visa, Visa Debit American Express and Discoverer are accepted. Credit Card payments are not accepted for group bookings. A signed sales draft is required. If you wish to change a credit card payment after it has been processed, change fees will apply. For security purposes, we are required to collect passengers' credit card billing address as well as the passengers 3-digit CV2 code (MasterCard) or 3-digit CV2 code (Visa & Visa Debit) or 4-digit CID code (American Express).

4. IF YOU CANCEL

4.1 **Freedom Guarantee/FlexDeposit :** We know that travel plans can change. If you need to cancel for any reason, your deposit will remain secure until you're ready to use it. Or if you can't go, your deposit value is also transferable, so you can gift your deposit at no extra cost.

The value of the original deposit can be used as credit towards booking a new trip. The original deposit refers to the trip deposit only and excludes any additional deposits such as Gorilla Trek (subject to change), or flights. Any monies already refunded are not applicable. The FlexDeposit will be applied as a discount on the final payment of your new trip. The amount allowed to be redeemed is equal to the original deposit amount paid. In the case of multiple deposits due to back to back trips, only one deposit amount can be credited per trip, they cannot be combined. However multiple trips can be booked using multiple FlexDeposits. Valid on all Contiki trips 7 days or longer. Credit is valid until the client turns 36. I.e fitting within Contiki's age limit as per Contiki's booking conditions. After turning 36 years of age, the FlexDeposit can be used with one of our sister brands, get inspired here www.ttc.com/brands/. Credit can also be gifted to family or friends. To gift to family or friend the customer must email confirmation to Contiki stating the nominated name. Gifting only valid within 5 calendar years of the original booking. (eg cancelled in 2014, valid on trips up to end of 2019). FlexDeposit is not valid on existing bookings. FlexDeposit has no cash value and is non-refundable. FlexDeposit is not combinable with Last Minute Deals within 120 days of original travel date.

4.2 Upon cancellation you will be liable to pay a fee to cover the estimate of cost and expenses incurred by us in the terms of the schedule set out hereunder. This is expressed as a percentage of the vacation price and is calculated as follows:

KENYA & TANZANIA TRIPS: PERIOD OF NOTICE	CANCELLATION FEE
45 days & over.....	Loss of deposit
44-31 days.....	50% of trip fare
30-16 days.....	75% of trip fare
15 days to day of departure.....	100% of trip fare
UGANDA TRIPS: PERIOD OF NOTICE	CANCELLATION FEE
45 days & over.....	Loss of deposit
44-31 days.....	50% of trip fare
30 days to day of departure.....	100% of trip fare
SOUTHERN AFRICA TRIPS: PERIOD OF NOTICE	CANCELLATION FEE
45 days & over.....	Loss of deposit
44-31 days.....	50% of trip fare
30-16 days.....	75% of trip fare
15 days to day of departure.....	100% of trip fare
SOUTH AFRICA FLIGHTS: PERIOD OF NOTICE	CANCELLATION FEE
46 days & over.....	No Fee
45-29 days.....	50% of flight ticket
28 days to day of departure.....	100% of flight ticket

ME TO WE INDIA EXTENSION: PERIOD OF NOTICE	CANCELLATION FEE
Over 90 days notice.....	Deposit is forfeited
90-61 days.....	25% of trip fare
60-31 days.....	50% of trip fare
30 days to day of departure.....	100% of trip fare
ASIA TRIPS: PERIOD OF NOTICE	CANCELLATION FEE
Number of days prior to trip commencement	as % of total price
45 days or more notice	Loss of deposit
44-31 days.....	25%
30-8 days.....	50%
7-1 days.....	75%
Day of departure.....	100%

NB: Please note, Contiki's cancellation policy is different in Asia due to internal flight ticketing timeframes & ground transport confirmations. These must be booked well in advance in order to secure high quality services that adhere to our strict safety standards. Where the percentage cancellation fee is less than the trip deposit, the cancellation fee will equal loss of deposit. If the reason for cancellation falls within the terms of any vacation insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.

4.3 Any cancellation of additional services booked prior to and after your trip or resort booking, such as pre and post accommodation and transfers, that are cancelled within 14 days of the commencement date of these services, incur a 100% cancellation fee.

4.4 These cancellation fees are in addition to any cancellation fees that may be levied by your Travel Agent. All cancellation policies valid as at 11th October, 2018 and are subject to change. Final policy will be confirmed at time of booking.

5. IF YOU CHANGE YOUR BOOKING

5.1 If after your booking has been confirmed, you wish to change to an alternate departure date of any available trip, you may do so subject to availability.

5.2 If the change is requested 45 days before the original trip departure no fee will be charged.

5.3 A change of booking within 45 days of original trip departure will be treated as a cancellation and normal cancellation fees will apply (as detailed in section 3). However trip deposits can be used as credit to a new trip, see FlexDeposit.

5.4 A name change to a different person will be treated as a cancellation.

5.5 A fee will be charged for any alteration to airline arrangements made by Contiki as per clause 3

6. TRIP DETAILS AND CONDITIONS

6.1 Please read the brochure carefully for those items included in the price. No allowance or refund can be made for meals, accommodation, excursions, etc. that you elect not to take, or when museums, shops, etc are closed. Hotel facilities may vary from place to place. Meals may vary in style, while Contiki Holiday's Trip Manager and staff will do our best to accommodate passengers with special dietary needs or food allergies or restrictions, we cannot guarantee that all restaurants, accommodations or hotels will be able to adhere their special requests or meet their needs.

6.2 Clients must be aged between 18 & 35 inclusive to travel on Contiki trips. Contiki holidays are specifically designed and marketed for those in the 18 through 35 age group. Consequently the facilities and activities on a Contiki vacation are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you are welcome to discuss this with a member of the Contiki staff.

6.3 The Company strives to provide a safe, enjoyable and memorable travel experience for all passengers. The Company welcomes passengers with special needs or disabilities. However, please note the following:

• Passengers are required to advise the Company, in advance, of any physical, medical or other special needs that require accommodation.

• All guests must ensure they are medically and physically fit for travel. The Company may impose safety requirements necessary for the safe operation of the trip. The Company may also exclude an individual from participating in a trip or an activity if that individual's participation poses a direct threat to health or safety.

• The Company does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, assisting with luggage, toileting or dressing.). A companion capable of providing such assistance must accompany any passenger who requires services of a personal nature.

• The Company does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. The Company is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on trip, or for the quality of the care or services received.

• Passengers should be aware some trips include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations & overnight accommodations which may not be easily accessible or accessible by wheelchair. During the trip, the Company may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which the Company has no control. Accommodations on international trips may differ from those in North America. The Company cannot guarantee disability access or accommodations for passengers traveling on international trips.

• Passengers are required to carry their own luggage to the coach and also to their rooms, there may be times passengers are required to carry their luggage far distances & up many flights of stairs with no assistance.

• The Company may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with the Company's terms and conditions. The Company is not responsible for any costs incurred in the event a passenger is removed from a trip. Passengers agree not to hold the Company or any of its related entities liable for any actions taken under these terms and conditions.

6.4 You are responsible for all travel arrangements and costs to/from the point of commencement/conclusion of the trip.

6.5 There may be times when the Contiki Trip Manager or Representative has to make a decision in your best interest or the best interests of their group. You agree to comply with the authority and decisions of the appointed Contiki Trip Manager or Representative and the laws of the country in which you are traveling. If you do not so comply or if, in the Contiki Trip Manager's or Representative's opinion, you are not compatible with the general enjoyment and well being of other members on the trip or the smooth operation of the trip itself, we reserve the right to refuse to let you continue with the trip. We do not tolerate the possession or carriage of illegal or restricted substances (drugs). Furthermore you agree that your fellow travellers and any Contiki Representative has the right to travel/work in a safe environment. Any threats to their safety, well being or inappropriate behavior by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your trip. In either event, you will be responsible for your own repatriation and related costs and have no claims against us.

6.5.1 You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a Contiki Trip Manager as soon as it is discovered.

6.6 Where the passenger occupies a motorcoach seat fitted with a safety belt, neither the operator or service providers, agents or co-operating organizations shall be liable for any illness, injury or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.

6.7 Travel times on our trips vary from day to day depending on the destination. For your comfort we make regular stops and try to keep each section no longer than 3 hours. However, depending on your medical history, some people may be at risk of discomfort or deep vein thrombosis (DVT) if they remain immobile for a long period on a journey. If you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer, or treatment for cancer, stroke, heart or lung disease, or if you have had major surgery in the past three months we recommend you consult your doctor before travelling.

6.8 It is your responsibility to have a valid passport (at least 6 months) and all visas, permits and certificates required for your selected holiday before your departure as well as any necessary vaccinations and to comply with all applicable laws. Contiki is not responsible for any costs incurred as a result of failing to obtain necessary visas. Any costs whatsoever regarding obtaining, replacing or changing visas whilst on trip (including accommodation, meals, flights and transfers incurred due to associated delays) are at your own expense. At time of printing, Canadians require a visa for Kenya, Tanzania, Uganda, Zimbabwe, Laos, Cambodia, Vietnam, China, India and Sri Lanka.

6.9 You agree that our Contiki Trip Managers or Representatives may take photographs and films of you while you are on trip and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

6.10 Should you have a complaint in respect of the trip, you should inform the Contiki Trip Manager or Representative during the course of the trip and if the matter cannot be resolved after the representative's best endeavours to do so during the trip, your complaint should be made in writing to Contiki, Guest Relations as soon as it is reasonably possible after the trip.

6.11 The contract and all matters arising in respect hereof shall be subject to English Law, unless we agree otherwise in writing.

6.11.1 If any provision of this contract is held invalid or unenforceable by your court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

6.11.2 If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/client costs.

7. COMPULSORY INSURANCE

It is compulsory that you take out comprehensive insurance cover for cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on a Contiki holiday. We strongly recommend your insurance also covers cancellation, personal liability and loss of personal property. Please check that the insurance covers all the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancellation fees from the date of confirmation of your booking, as shown in the insurance policy. Contiki cannot be held responsible for your failure to take out appropriate insurance and we recommend you purchase your insurance at or soon after booking your trip. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.

8. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a trip after the commencement as a result of illness, you must obtain a medical certificate and present it to your insurance company in support of any insurance claim. No refunds will be made for any absence from the trip due to medical reasons.

9. WHAT'S NOT INCLUDED IN THE VACATION PRICE

Airfares to and from your vacation destination, airport taxes, airport transfers, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, special needs and services required by handicapped clients (see 5.3 under Vacation Details & Conditions), tips to Trip Managers, representatives, drivers and local guides, items of a personal nature, excess baggage, optional excursions.

10. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any trip be cancelled or amended by you at any time on the basis of snow or weather conditions.

11. LUGGAGE RESTRICTIONS

Asia trips: Luggage is restricted to one reasonable sized, non-expanding suitcase size up to 29" x 20" x 10" (73cm x 50cm x 25cm) and the maximum weight of 20 kilos (44lbs.) plus one small hand/day bag that can go on the coach with you. No metal frame backpacks are allowed. Contiki reserves the right to refuse to accept larger suitcases on trip.

Cape Safari Falls trip: Baggage restrictions of one medium sized bag (ideally soft-sided) with a maximum weight of 20kg (44lbs) plus one piece of hand luggage per person. It is advised that this piece of hand luggage should be used

as an "overnight bag" for the one night of camping in the Chobe National Park.
East Africa inc Kenya/Tanzania/Gorilla Trek/Zanzibar trips: Baggage restrictions of one soft-sided bag (duffle bag or similar) with a maximum weight of 15kg (30lbs) plus one piece of small day pack per person. No hard-sided suitcases are permitted, and weight is strictly enforced. Day bag for sunblock, water, camera and binoculars while on safari drives.

Kilimanjaro Climb trips: Baggage is strictly limited to 15kgs per person (including hand luggage). Any excess baggage will be charged by the airline at check-in.

GENERAL

1. CONTRACTING PARTIES

1.1 The Booking Conditions detailed herein contain the entire contract between you and Contiki. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorized officer or director of Contiki.

1.2 Your contract is with us as the trip operating company and not Contiki Holidays (Canada) Limited. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.

1.3 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board planes, transportation or conveyances. We rely on international conventions, national and international law, which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol & Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road & the Paris Convention 1962 for Hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage & delay to passengers & luggage. Enrolment in & payment for a trip shall constitute agreement & acceptance by the passenger of the terms & conditions set forth in this brochure which cannot be varied except in writing by an officer of the Company.

1.4 Contiki is not a carrier or hotelier nor does it own aircraft, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Whilst we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that Contiki cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients (see also 5.3 under Vacation Details & Conditions).

1.5 Please note that no airline or carrier depicted or recommended in this brochure by virtue of their endorsement of this brochure represent themselves either as contracting with any purchaser of a vacation from Contiki or as having any other legal relationship with any such purchaser.

1.6 Every effort is made to ensure brochure accuracy at the time of going to print, however Contiki cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

1.7 This Agreement is deemed to be entered into in the Province of Ontario. The exclusive venue for any action concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Terms and Conditions or any grievance relating to the tour shall be solely in the Ontario Superior Court of Justice in the City of Toronto. This Agreement shall be construed according to the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflicts of law principles. All passenger claims must be submitted in writing and received by Contiki no later than 60 days after completion of the Contiki trip. Passenger claims not submitted and received within this time shall be deemed to be waived and barred. In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the tour, the prevailing party shall be entitled to recover its actual reasonable legal fees, costs and expenses.

2. DATA PROTECTION STATEMENT

In order to process your trip booking, Contiki Holidays will need to use personal information for you and other passengers included in your booking. This personal information may include each passenger's name, address, phone number, email address, passport number, credit/debit card number and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organizations, and otherwise as required by law. Similarly, we may also need to provide personal information to contractors who provide services to or for us (e.g., sending mail, processing payments, providing marketing assistance). This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information.

We may also use the personal information you provide us to review and improve the trips and services that we offer, and to contact you (by post, email and/or telephone) about other trips and services offered by Contiki Holidays that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, write to us at Contiki Holidays, Attn: Marketing Department, 33 Kern Road, Toronto Ontario, Canada, M3B 1S9. Contiki Holidays may charge a fee for supplying you with this information as permitted by law.

3. VALIDITY

The programmes advertised in this brochure are valid from January 2019 to April 2020.

4. OPERATING COMPANIES

Contiki's Asia programmes are operated by Contiki Holidays Asia Ltd., Travel House, Rue du Manoir, St Peter Port, Guernsey, GY1 2JH, Channel Islands. Contiki's Africa programmes are operated by Contiki Holidays Ltd, Travel House, Rue du Manoir, St Peter Port, Guernsey, Channel Islands, GY1 2JH Please note that Contiki utilises ground handlers to assist with the operation of our products. These ground handlers include: APF for Eastern Africa (Kenya, Tanzania including Kilimanjaro and Zanzibar, Uganda). Springbok Atlas for South Africa, Zambia, Zimbabwe and Botswana.

5. CONTIKI IS REPRESENTED IN:

Australia, Brazil, Brunei, Canada, China, Costa Rica, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, Mexico, Netherlands, New Zealand, Philippines, Puerto Rico, Singapore, South Africa, Switzerland, Taiwan, Thailand, United Kingdom and USA.

Contiki is a registered trademark of Contiki Tours International Ltd, Guernsey.

DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Where the data might be passed on for marketing purposes, you have the right to opt out of future marketing. You also have a right of access to data held which can be obtained by writing to Contiki Holidays Asia Ltd, Travel House, Rue du Manoir, St Peter Port, Guernsey, Channel Islands, GY1 2JH. This brochure was published in October 2018 and supersedes any other current brochure in the market.

Please see contiki.com for complete & up to date terms & conditions.