



## EXPLORE NORTHERN ARGENTINA

DAILY DEPARTURES:

15 Aug – 15 Dec 2017 & 15 Jan – 28 Feb 2018



## EXPLORE NORTHERN ARGENTINA – ITINERARY

DAILY DEPARTURES: 15 AUG – 15 DEC 2017 & 15 JAN – 28 FEB 2018

### DAY 1:

**DESTINATION: BUENOS AIRES**

**ACCOMMODATIONS: ESPLENDOR BUENOS AIRES OR SIMILAR**

**ACTIVITY: ARRIVAL**

Welcome to Buenos Aires, Argentina! Upon arrival in Buenos Aires you will be met by our local representative and transferred to your hotel.

**Note:** Upon your arrival at Ezeiza airport, clear customs and immigration. Canadian citizens need to show proof of having purchased the reciprocity fee. It is advisable to purchase this fee at least 20 days prior to your arrival. The payment can be made online by visiting either of the website below [www.migraciones.gov.ar](http://www.migraciones.gov.ar) or [www.provinciapagos.com.ar](http://www.provinciapagos.com.ar) and register to start the process. Once completed, print the payment receipt. On arrival in Argentina, the printed receipt must be presented at Immigration Control.

Rest of the day at leisure.

**Meals: Breakfast**

### DAY 2:

**DESTINATION: BUENOS AIRES**

**ACCOMMODATIONS: ESPLENDOR BUENOS AIRES OR SIMILAR**

**ACTIVITY: BUENOS AIRES CITY TOUR**

Enjoy breakfast then meet your guide in the hotel lobby for a morning City Tour. Discover the beauty of Buenos Aires by getting to know the Civic Center, starting with the stunning National Congress and the Plaza de Mayo with the House of Government (Casa Rosada), the Metropolitan Cathedral and the Cabildo. You will also visit the Colon Theater, one of the opera wonders of the world. We will also go to the traditional neighborhood of San Telmo.

Stop at La Boca, where the first Italian immigrants settled, famous for its picturesque and colorful architecture.

Finally, we will visit La Recoleta, one of the most exclusive neighborhoods in the city. Once in Recoleta, we observe the Parisian air of Alvear Avenue, home of the most exclusive fashion shops, the Promenade of Pilar, and the famous Basilica of Our Lady of Pilar, that, in spite of being the second oldest in the city, it stands out because of the perfect state of preservation of its lovely colonial style.

Our visit will not be complete until we have entered the legendary Recoleta Cemetery. There the most outstanding figures of the aristocracy, politics and the arts rest in peace. We will visit the tomb of Eva Perón. Return to the hotel for an afternoon at leisure.



Tonight enjoy Dinner & Tango Show at La Ventana (Regular transfers included). The show takes you through the history of the tango and life at the beginning of last century, with different dance couples and famous singers of tango. Return to the hotel for overnight.

**Meals: Breakfast & Dinner**

### DAY 3:

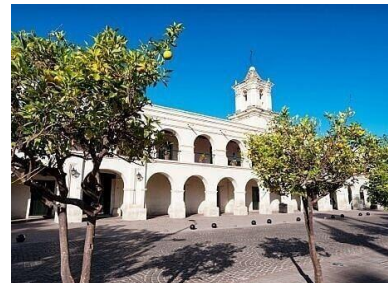
**DESTINATION: BUENOS AIRES - SALTA**  
**ACCOMMODATIONS: DEL VINO BOUTIQUE**  
**ACTIVITY: FLIGHT TO SALTA, SALTA CITY TOUR**

After breakfast at the hotel you are met and transferred to the airport to board the flight to Salta.

**(Flight cost not included)** Upon arrival in Salta you will be transferred to your hotel.

This afternoon enjoy a Salta city tour. The city of Salta is located in the northwest of Argentina, over 1 600 kilometers (994 miles) from Buenos Aires. Founded in the 16th century by Spanish visionary Hernando de Lerma, Salta has been transformed into a prosperous trading center.

Depart for the Cathedral Basilica de Salta, the seat and metropolitan cathedral of the Archbishop of Salta. The cathedral entombs one of Salta's greatest heroes, General Güemes, who fought for Argentina's independence. Pass by the 16th century San Bernardo Convent, one of Salta's oldest buildings and a dedicated monument to General Güemes. Drive through the leafy Plaza 9 de Julio, which features a charming mix of Spanish colonial, baroque and neo-classical architecture. Pass by gold-plated cathedrals and mansions from days gone by as you wind through the city to the Plaza's palm trees, which encircle the grand statue of the hero General Juan Antonio Alvarez de Arenales.



Continue into the foothills of Salta, offering breathtaking landscapes and views of the Andean mountain range, enroute to the subtropical village of San Lorenz. End the tour in a charming artisan market, housed in a bleached colonial structure, teeming with candied walnuts, caramel filled cookies and trinkets from all over the province, which paint a vivid picture of local culture and history.

After the tour, transfer back to the hotel.

**Meals: Breakfast**

### DAY 4:

**DESTINATION: SALTA - CAFAYATE**  
**ACCOMMODATIONS: VIÑAS WINE RESORT OR SIMILAR**  
**ACTIVITY: FULL DAY TOUR TO CAFAYATE**

Enjoy an early breakfast and depart on your full day tour to Cafayate. During the drive enjoy breath-taking scenery and sample the world-renowned Torrentes wines. Travel along Route 68, stretching for 183 kilometers (114 miles) through the hill-bordered Lerma Valley, along the Río de las Conchas and into the epicenter of the Quebrada de las Conchas canyon,



toward Cafayate. The town is charming and features colonial style architecture from days gone by.

Pass through the dramatic Calchaqui Valley, which hosts a vast system of gorges. The Tour ends with a visit to a local vineyard for a tour and tasting. Enjoy your evening in a beautiful Wine Resort.



**Meals: Breakfast**

## DAY 5:

**DESTINATION: CAFAYATE - SALTA**

**ACCOMMODATIONS: DEL VINO BOUTIQUE OR SIMILAR**

**ACTIVITY: TRANSFER BACK TO SALTA, THE REST OF DAY AT LEISURE**

Breakfast at your hotel. Check out of the hotel and transfer back to Salta.

The rest of the day at leisure.

**Meals: Breakfast**

## DAY 6:

**DESTINATION: SALTA - PURMAMARCA**

**ACCOMMODATIONS: MARQUES DE TOJO OR SIMILAR**

After breakfast at the hotel, depart from Salta towards San Antonio de los Cobres where you will take the route 40 and see the local fauna consisting of vicuñas, llamas, zuris, foxes and condors.



A stop is made for lunch between Salta and Jujuy. Continue to Salinas Grandes. The natural landscape in Salinas Grandes is stunning, but also interesting are the square basins cut from the crust of salt that create glassy pools of water and newly formed salt

crystals. You'll also find a building made entirely of salt bricks and decorated with salt furniture and local artisans who sell small carvings made from salt.



Continue to Purmamarca one of Argentina's most postcard-worthy towns. Purmamarca lies in the province of Jujuy just north of Salta, beneath the shadows of the spectacular Cerro de los Siete Colores (Hill of Seven Colors).

The area's collection of adobe houses and the 17th-century Spanish colonial church are pretty in their own right, but the backdrop of jagged hills displaying layers of red, purple, yellow and orange makes for a particularly vivid sight in the early hours when the rising sun illuminates the natural tapestry.

At the end of your tour, transfer to the hotel for check-in.

**Meals: Breakfast**

## DAY 7:

**DESTINATION: PURMAMARCA - SALTA**  
**ACCOMMODATIONS: DEL VINO BOUTIQUE OR SIMILAR**  
**ACTIVITY: RETURN TO SALTA, AFTERNOON AT LEISURE**

Enjoy your breakfast at the hotel and return to the Salta for an afternoon at leisure.

**Meals: Breakfast**

## DAY 8:

**DESTINATION: SALTA - IGUAZU**  
**ACCOMMODATIONS: ESTURION OR SIMILAR**  
**ACTIVITY: FLIGHT TO IGUAZU, REST OF DAY AT LEISURE**

Check out of the hotel after breakfast. Transfer from the hotel to the airport to take the flight to Iguazu. **(Flight cost not included).**

On arrival at Iguazu you will be met then transferred to your hotel. Check into the hotel and relax for the rest of the day.

**Meals: Breakfast**

## DAY 9:

**DESTINATION: IGUAZU**  
**ACCOMMODATIONS: ESTURION OR SIMILAR**  
**ACTIVITY: EXCURSION TO ARGENTINEAN SIDE OF THE FALLS**

Breakfast at your hotel. Today you will visit the Argentinean side of the falls.

A free train carries visitors from the gate to the falls. The small open train has three different stations and travels through the tropical forest.

There are also many paved walking trails throughout the reserve; you may choose to walk the 1/3 mile to the falls on a trail through the subtropical vegetation, perhaps catching glimpses of wildlife and certainly multitudes of butterflies.

You are then presented with the choice of the upper or lower circuits.

**UPPER CIRCUIT:** The upper circuit (Circuito Superior) consists of trails and bridges that run along the top of the falls. The views are FANTASTIC! This circuit is a bit less than 1/2 mile and has six lookouts and viewing areas. The catwalks present spectacular views of "Devil's Throat, the premier collection of fourteen of the highest most powerful of the falls.



**LOWER CIRCUIT:** The lower circuit (Circuito Inferior) leads to the base of the falls, where undoubtedly, you will be moistened by the spray of the mighty falls. The entire loop is about one mile long. There are eight lookout points to gather in the majesty of the largest of the falls.

After the tour, transfer back to the hotel.

**Meals: Breakfast**

## DAY 14:

### DESTINATION: DEPART IGUAZU

### ACTIVITY: HALF DAY TOUR TO BRAZILIAN SIDE OF THE FALLS

Enjoy an early breakfast, check out of the hotel and depart on your half day tour of the Brazilian side of the Waterfalls. (A visa is required to enter Brazil and must be obtained prior to departure from Canada, for more information visit [http://toronto.itamaraty.gov.br/en-us/tourist\\_visa.xml](http://toronto.itamaraty.gov.br/en-us/tourist_visa.xml)).

Arrive at the Visitors Center, located at the National Park Do Iguaçu entrance. Start with an easy walking tour on an approximately 1 km-hanging catwalk, which offers wonderful views of the falls, a fantastic closeness to the waterfalls. This tour is completely different from the one on the Argentine side. The tour ends in the upper part of the falls, where you can access by stairs or a panoramic lift, while seeing the falls. From there, go along the hanging catwalk until you reach the panoramic view of the higher part of the Iguaçu River.

At the end of the tour you will be transferred to the airport for your return flight back to Buenos Aires. **(Flight cost not included).**

**\*\*\*\*END OF SERVICES\*\*\*\***

### INCLUDED:

- Transfers as per itinerary.
- Meals as per itinerary.
- Excursions specified on the itinerary.
- National Park tickets.
- Accommodation as per itinerary.

### NOT INCLUDED:

- Optional sightseeing.
- Argentina Reciprocity fee- US\$ 92.00, per person, subject to change
- International, regional and domestic flight and air taxes.
- Transfers not mentioned in the itinerary.
- Additional meals.
- Items of a personal nature such as telephone calls, room service, etc.
- Tips and Gratuities.
- Any item not listed under included.

## Please note:

- Canadian passport holders need to pay a reciprocity fee (USD92.00) to enter Argentina.
- The payment can be made online by visiting [www.migraciones.gov.ar](http://www.migraciones.gov.ar) or [www.provinciapagos.com.ar](http://www.provinciapagos.com.ar) and register to start the process.
- Complete the form with the corresponding personal and credit card information. Print the payment receipt. On arrival in Argentina, this printed receipt must be presented at Immigration Control. The receipt will be scanned by the Immigration officials, the information will be checked, and the traveler's entry to the country registered."
- Canadian passport holders need to a visa to enter Brazil. For more information please visit: [http://toronto.itamaraty.gov.br/en-us/tourist\\_visa.xml](http://toronto.itamaraty.gov.br/en-us/tourist_visa.xml)
- Your passport must be valid for a period of 6 months after your return;
- Your passport must contain TWO blank pages side by side for immigration in Argentina and Brazil.
- Comprehensive Travel Insurance is essential
- It is recommended that clients traveling to Iguazu and the Amazon take Yellow fever vaccination at least 10 days prior to departure. Please visit your Travel health clinic and talk to a doctor. For more information, please visit [www.voyage.gc.ca](http://www.voyage.gc.ca)

## CONTACT INFORMATION:



### TOURCAN VACATIONS

5799 Yonge Street, Suite 1001

Toronto, Ontario M2M 3V3, CANADA

Tel: 416 391 0334 | Toll Free: 1800 263 2995

Fax: 416 391 0986  ONTARIO REG. #2679578

Emergency Cell Number: 416 301 9328

## TERMS & CONDITIONS:

### Terms and conditions as per Tourcan Vacations brochure 2017 . . .

#### 1. PRICE INCLUDES:

**Meeting/Assistance/Transfers/Porterage:** Airport / Hotel round-trip transfers at all destinations and includes one suitcase per person.

**Accommodation:** In twin/double rooms with en-suite facilities.

**Meals:** Meals as per itinerary.

**Guide:** Professional English-speaking local guide(s).

**Sightseeing & Entrance Fees:** Vehicle size depends on number of travelers. Entrance fees as per itinerary.

**Services Charges & Taxes:** All taxes charged by local governments on services, which are part of the program.

#### 2. PRICES DO NOT INCLUDE:

**Personal expenses:** Telephone and data port charges at some hotels, meals and drinks, unless otherwise specified in the itinerary.

**Tips:** To guides, drivers and hotel personnel.

**Insurance:** Travel insurance is highly recommended and may be purchased at the time of deposit.

#### 3. PAYMENT CONDITIONS:

A non-refundable deposit of \$300.00 per person is required at time of booking unless otherwise stated in your invoice. Tourcan Vacations office must receive final payment 60 days prior to departure. For bookings made within 60 days of departure, full payment is due. **Some suppliers may require additional deposits. You will be**

**advised at time of confirmation. The additional amount is non-refundable. If final payment is not received 60 days prior to departure the booking will be cancelled.**

#### **4. TERMS & CONDITIONS:**

The purchase of packages, air only or tours (hereinafter referred to as the "Travel Services") offered by Tourcan Vacations constitutes a contractual agreement between Tourcan Vacations and the customer and implies your acceptance of Tourcan Vacations terms and conditions. Please ensure you read carefully and understand these terms and conditions prior to booking.

#### **5. PRICES INDICATED:**

Prices quoted in our website or by reservations staff are based on double occupancy and in Canadian dollars (\$CAN), unless otherwise indicated, and are based upon the prices of service providers, exchange rate, cost of fuel, taxes and other fees in force at time of preparation of the present brochure. All prices are valid upon date of publication and are subject to change without notice. Unless the customer has paid in full, all prices may be increased at any time and for any reason. Where there is an increase in the total price of the Travel Services after a deposit has been paid and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more 7 per cent the customer has the right to cancel the contract and obtain full refund.

#### **6. RESERVATIONS/DEPOSIT/CONFIRMATION:**

Reservations must be accompanied by a deposit or payment in full before they can be considered confirmed.

#### **7. FINAL PAYMENT:**

Final payment must be received by Tourcan Vacations 60 days prior to departure date. Reservations made less than 60 days prior departure date must be accompanied by payment in full. If final payment is not received within the required period, Tourcan Vacations reserves the right to cancel any such reservations without prior notice and levy applicable cancellation fees.

#### **8. PAYMENT BY CREDIT CARD:**

Signed copies of Credit Card Authorization Forms must be in our possession before final documents will be issued.

#### **9. CHARGES FOR CHANGES:**

Any changes to a reservation will be subject to a \$50 change fee outside of 65 days of departure. Within 65 days of departure cancellation penalties will apply. If any change made by one or more customers alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status.

Changes of customer names will be treated as a cancellation and cancellation fees will apply.

Charges will apply for any changes in customer reservations (subject to availability) subsequent to the departure date.

#### **10. CANCELLATION CHARGES:**

Charges will apply in the event of any cancellation. Insurance premiums are non-refundable, in whole or in part, whether cancelled before or after the departure date. The day of departure is excluded when calculating cancellation or change fees. All cancellation fees must be calculated based on the total amount of the products and Travel Services purchased. Tourcan Vacations reserves the right to cancel a booking where any payment is not received by its due date (60 day prior to departure).

#### **CANCELLATION BEFORE DEPARTURE DATE:**

**Up to 60 Days prior – loss of deposit\***

**59 to 0 Days prior- 100% penalty\***

**No refunds will be made for any used portion including hotels, sightseeing, cruises, transfers, meals, international or domestic flight with or without notice, unless cancelled or missed by the supplier.**

**\*Plus any unrecoverable deposits paid to airlines or suppliers.**

#### **11. FLIGHTS AND CARRIERS:**

Customers acknowledge and accept the following:



**Changes:** Flights offered by Tourcan Vacations are conducted in accordance with the applicable tariffs of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariffs.

**Fares and Names:** **Fares and taxes may increase between the time of quoting, booking and tickets being issued. The fares quoted are subject to class availability and may have booking conditions attached. Tickets must reflect the passengers name as shown in their passport. If names are not reflected correctly boarding may be denied.**

**Schedule Check and Connecting Flights:** Flight schedules are subject to change without notice. Customers having purchased air only must reconfirm their return flight within 24 to 72 hours prior to the scheduled take-off time. Tourcan Vacations undertakes to notify customers reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure times or in case of cancellation of a flight. Whenever customers book connecting flights, they must allow sufficient time to make their connection. No control can be exercised over air carriers to guarantee flight schedules, which may be altered or affected by various circumstances. Tourcan Vacations will not be liable for any change of schedule or a missed flight connection, including any additional fees incurred and special, incidental or consequential damages (including the carriage of baggage) arising from the foregoing, whether or not it had the knowledge that such additional fees or damages might be incurred.

**Airport check-in:** It is recommended that customers arrive at the airport check-in counter at least 3 hours prior to departure. Failing this, their reservation may be cancelled and their seats assigned to other customers, with no right of recourse.

**Seat assignment:** unless already pre-assigned, staff at the air carrier's check-in counter conducts aircraft seating.

**Other applicable conditions:** Air transportation is subject to all applicable government regulations and is governed by the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier as well as the conditions of contract appearing on the airline ticket. Any amendments or changes to the applicable air carrier's general terms and conditions of carriage once filed with and approved by federal regulatory authorities, are not subject to additional public notice and are legally binding.

**Refusal to transport: Removal of passengers:** Tourcan Vacations shall not be liable for refusal by itself or the air carrier to transport a passenger nor for the cancellation of a reserved space or removal of a passenger due to, but not limited to, safety reasons, to prevent the violation of any applicable laws of any country or to prevent any hazard or risk to such passenger, to any other person or property, or to the flight.

## **12. VALIDITY OF TICKETS:**

Tickets are made out in the name of the customer and are not transferable. Tickets are valid only on the dates and flights indicated. Unused portions of tickets may not be used for travel on other flights and are not subject to refund at any time.

## **13. BAGGAGE:**

**Limits:** Air carriers have individual rules and regulations with respect to baggage weight, size and number. Customers must consult with the travel agent for applicable restrictions.

**Liability:** The provisions of the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier, as well as the notice appearing on the passenger ticket and baggage check, govern the loss of and damage to baggage and establish the limits of air carrier's liability. Baggage lost or damaged while boarding or disembarking a ship must be reported to the Purser's office prior to the ship's departure from port or prior to leaving the local customs area. Passengers' baggage and property are transported, stored and handled at owner's risk at all times.

## **14. TRAVEL DOCUMENTS:**

It is the full responsibility of customers to obtain at their own expense all necessary travel documents required by all relevant government authorities, including all ports of call, and to comply with the laws thereof. Passports will be required for all air and sea travel to or from all destinations and may have to be valid for six months beyond the date of the expected return to Canada. Canadian Citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be required for permanent residents/landed

immigrants who are not Canadian citizens. One (1) parent traveling with a child under age 18 may have to obtain a notarized letter of consent signed by the parent not traveling. Customers are responsible for checking which documents are required, and then make certain that they have the necessary documents in hand prior to departure. The carrier or relevant authorities, without further recourse or the possibility of a refund, may deny customers boarding privileges failing to provide the required documents. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. Tourcan Vacations shall not be liable for any aid or information given by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given orally, in writing or otherwise, or for the consequences suffered by any customer resulting from his/her failure to obtain such documents or to comply with such laws.

#### **15. CUSTOMER ADVISORY:**

Some events are part of normal unpleasant occurrences, which can happen when traveling abroad. The customer realizes this, solely assumes the consequences thereof and agrees that Tourcan Vacations cannot be held responsible for any damages owing to such occurrences.

**Living Standards:** Customers are asked to bear in mind and accept that living standards and practices at the destination, and the conditions there with respect to the provision of utilities, services and accommodations, may differ from those found in Canada.

**Service disruptions:** Some services including water, electricity, air-conditioning, security, sanitary conditions, pools, food, beverages and other services or benefits may be suspended or interrupted partially or completely during the customer's stay. Likewise, depending on the occupancy rate of hotels, à la Carte dining may be replaced by buffet or vice-versa.

**Food, water and beverages:** The food, water and beverages may not be up to North-American standards. Accordingly, customers assume sole responsibility for any illness suffered while abroad or upon return owing to the quality of the food, water and beverages.

#### **16. ROOM ALLOCATION:**

Hoteliers are solely responsible for room allocation, in accordance with the category reserved by customers. Should customers choose to alter their room category upon arrival at destination (upon availability), they must make their own arrangements with the hotelier and assume all additional fees levied by them.

#### **17. CHECK-IN AND CHECK-OUT CONDITIONS:**

Customers acknowledge and accept that hoteliers, in accordance with international standards, have specific check-in times, usually from 3 PM and check out by noon on the scheduled day of departure or by noon on the day immediately preceding a late night departure.

#### **18. CUSTOMERS REQUIRING ASSISTANCE AND CARE WHILE TRAVELLING:**

All customers requiring special care, assistance, attention or treatment must advise Tourcan Vacations and the air carrier of any and all specific needs at the time of booking, in order to arrange air transportation, hotel and tour accommodations.

#### **19. CHANGES TO TRAVEL SERVICES:**

If Travel Services are no longer available prior to the departure date or subsequent to arrival at destination, Tourcan Vacations reserves the right to substitute them for comparable goods or Travel Services, or, alternatively, to cancel them.

**Changes to itinerary:** Tourcan Vacations and the participating tour operator reserves the right to cancel, alter or re-schedule any timing, to omit one or more stops, to substitute alternative itineraries or to otherwise amend the content of the tour with or without prior notice to the passenger.

#### **20. CUSTOMER RESPONSIBILITY:**

**Health:** Customers, whose physical condition so requires, must ensure that they have a sufficient quantity of any required medication with them, and that they carry such medication in their hand baggage at all times. Customers must also consult competent medical authorities prior to departure about preventive medical measure as regards to the countries to be visited.

**Activities:** Tourcan Vacations cannot be held responsible for any accident or mishap occurring at the destination during the practice of activities in which the customers participate of their own free will and initiative.

#### **21. FORCE MAJEURE:**

Tourcan Vacations shall not be liable for failure in the performance of any of its obligations, including without limitation, for any loss or damage resulting from any delay, cancellation, loss of personal belongings, illness, bodily injury, accident, death, deterioration of Travel Services, inconvenience, loss of enjoyment, disappointment or frustration, either mental or physical, due to:

- \* An Act of God or Force Majeure;
- \* A war, revolution, insurrection, riot, blockage or any other unlawful act against public order or authority, including an act of terrorism or threat thereof;
- \* Fire, flood, explosion, earthquake, epidemics, quarantine, storm, lightning, tornado or adverse weather conditions generally;
- \* Accident to or failure of an aircraft or equipment used in connection therewith, loss of or hijacking of an aircraft, or any shortage of or inability to provide labor, fuel or facilities;
- \* Any strike, lock-out, labor dispute or other industrial disturbance whether involving Tourcan Vacations' employees, the employees of its service providers or others upon whom Tourcan Vacations relies;
- \* Any government order, regulation, action or inaction or any failure to obtain the approval of a government authority having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation;
- \* Others upon whom Tourcan Vacations relies for the performance of the whole or any part of any Travel Services hereunder;
- \* Any other causes beyond the reasonable control of Tourcan Vacations and any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of Tourcan Vacations or of its service providers.

#### **22. EXCLUSION OF LIABILITY:**

Tourcan Vacations makes arrangements with air carriers, hotels, transfer operators and other independent parties to provide customers with Travel Services they purchase. Although Tourcan Vacations takes great care in selecting these service providers, it does not have any control over them and cannot be held responsible for their omissions, fault or negligence, or that of their employees, nor for any loss or damages suffered as a result thereof.

Travel Services provided are subject to the conditions imposed by the service providers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

#### **23. ACTIVITIES NOT INCLUDED:**

Tourcan Vacations shall not be liable for the quality or safety of activities (such as excursions, optional tours, little extras and others) available at the destination that customers may wish to participate in and which are not included in the package, nor for any other representation made by the operator of any such activities. Any written or oral contract for all such activities shall be deemed to be made between customers and the operator of such activities and shall be undertaken at the customers' own risk of loss, damage or injury. Tourcan Vacations shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such activities which are offered by third parties over whom Tourcan Vacations has no control.

#### **24. CONFIDENTIALITY:**

Tourcan Vacations strictly complies with principles of confidentiality with respect to customers' personal information, including in accordance with the Personal Information Protection and Electronic Documents Act.

#### **25. LAWS:**

The laws of the province in which the Canadian gateway city is located govern this agreement. Any legal action instituted against Tourcan Vacations must be heard before the courts of this province. For the purposes of any such proceedings, the parties hereby agree to elect domicile in the judicial district of the Canadian gateway city in question. The voiding of one or other of the clauses hereto shall neither annul nor invalidate this agreement, which is known as the Terms and Conditions. Tourcan Vacations is registered as a wholesaler in Ontario.