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SOUTH AFRICA A MEMORABLE JOURNEY

Date: November 4–18 2018
14 NIGHTS / 15 DAYS (Including travel time)



SOUTH AFRICA A MEMORABLE JOURNEY – ITINERARY

DATE: NOVEMBER 4–18 2018 - 14 NIGHTS / 15 DAYS (INCLUDING TRAVEL TIME)

DAY 1: 04 NOVEMBER, SUNDAY

DESTINATION: JOHANNESBURG
ACCOMMODATIONS: EN ROUTE
ACTIVITY: DEPARTURE

Board your flight to Washington and your onward connection to Johannesburg, South Africa.

DAY 2: 05 NOVEMBER, MONDAY

DESTINATION: JOHANNESBURG
ACCOMMODATIONS: HOLIDAY INN SANDTON OR SIMILAR
ACTIVITY: ARRIVAL

Welcome to Johannesburg “Egoli” meaning “The City of Gold”! Upon your arrival, clear customs and immigration, pick up your checked luggage then walk to the arrival hall where our local representative will meet and transfer you to your hotel located in Sandton.

DAY 3: 06 NOVEMBER, TUESDAY

DESTINATION: JOHANNESBURG - KRUGER NATIONAL PARK
ACCOMMODATIONS: PROTEA KRUGER GATE OR SABI RIVER SUN OR SIMILAR
ACTIVITY: AFTERNOON GAME VIEWING

This morning you will be collected from your hotel, heading east to the Mpumalanga region. After freshening up at your lodge; enter the world famous Kruger National Park and spend the afternoon game viewing in your closed touring vehicle. The park offers some of the best game viewing and wildlife opportunities in the world – and the visitor will soon appreciate the challenges of managing this unique reserve. Return to the lodge for dinner.

Meals: Breakfast & Dinner

DAY 4: 07 NOVEMBER, WEDNESDAY

DESTINATION: MPUMALANGA
ACCOMMODATIONS: PROTEA KRUGER GATE OR SABI RIVER SUN OR SIMILAR
ACTIVITY: VISIT MAGESTIC SIGHTS OF GOD’S WINDOW, THE THREE RONDAWELS AND BLYDERIVER CANYON

Enjoy breakfast before setting out to explore the magnificent Panorama Route, one of the most scenic routes in the region, offering glorious views, spectacular landscapes and exquisite waterfalls. Visit majestic sights including God’s Window, the Three Rondawels and Blyderiver Canyon – the third largest canyon of its kind in the world, Bourkes Luck Potholes and the charming village of Graskop, one of the first gold mining camps in the country.

Return to the lodge for dinner.

Meals: Breakfast & Dinner

DAY 5: 08 NOVEMBER, THURSDAY

DESTINATION: KRUGER NATIONAL PARK

ACCOMMODATIONS: PROTEA KRUGER GATE OR SABU RIVER SUN OR SIMILAR

ACTIVITY: MORNING AND AFTERNOON GAME DRIVES

The day begins with early morning coffee or tea, followed by a thrilling open vehicle game drive (with English speaking game ranger) through Kruger National Park with pre-packed breakfast. Your guide will endeavour to spoil you with sightings of the “Big Five”, general game and prolific bird life. Return to the lodge for lunch (own account) and a short siesta. In the afternoon we will journey once again through the magnificent expanses of the Kruger National Park, unrivalled in its diversity of flora and fauna. Enjoy an afternoon of game viewing in your closed touring vehicle pursuing the Big Five and other rare and endangered species. Return to the lodge for dinner.

Meals: Breakfast & Dinner

DAY 6: 09 NOVEMBER, FRIDAY

DESTINATION: KRUGER NATIONAL PARK - JOHANNESBURG - CAPE TOWN

ACCOMMODATIONS: PROTEA SEA POINT HOTEL OR SIMILAR

ACTIVITY: FLIGHT TO CAPE TOWN

Enjoy breakfast before starting the return journey to Johannesburg. Arrive in Johannesburg, at OR Tambo International Airport for your onward flight to Cape Town. On arrival in Cape Town, the oldest city in South Africa, spectacularly set at the foot of Table Mountain, you'll be met and transferred to your hotel, where the remainder of the day is yours to relax or explore the city (unescorted).

Meals: Breakfast

DAY 7: 10 NOVEMBER, SATURDAY

DESTINATION: CAPE TOWN

ACCOMMODATIONS: PROTEA SEA POINT HOTEL OR SIMILAR

ACTIVITY: FULL DAY TOUR OF THE CAPE PENINSULA

Today, enjoy a full day tour of the Cape Peninsula. Drive through Sea Point, the seaside village of Hout Bay and then to Cape Point where (by tradition) it is said that the Atlantic and Indian Oceans meet. Enjoy the scenic views during the time you have for a walkabout. Return to Cape Town through the historic naval base of Simon's Town where a stop is made at Boulders Beach to view the Jackass Penguins. Continue via Muizenberg to visit Kirstenbosch Botanical Gardens, a centre for the preservation of the region's unique flora.

Meals: Breakfast

DAY 8: 11 NOVEMBER, SUNDAY

DESTINATION: CAPE TOWN

ACCOMMODATIONS: PROTEA SEA POINT HOTEL OR SIMILAR

ACTIVITY: HALF DAY CITY AND TABLE MOUNTAIN TOUR

This morning depart on a half day City and Table Mountain Tour. Our drive to the city centre takes us past famous landmarks such as the Castle of Good Hope built in 1666 by the Dutch East India Company and City Hall, a baroque building and the Grand Parade. As we follow the city's main thoroughfare, Adderley Street, we will see St. George's Cathedral, the Anglican Diocese of Nobel Peace Laureate Archbishop Desmond Tutu. We will pass the Company Gardens and the Malay Quarter [also known as the Bo-Kaap] which means "Above Cape" because of its location up against the slopes of Table Mountain. In the early 18th century, thousands of slaves from Java, Ceylon and other Far Eastern regions were brought to Cape Town.

After slavery was abolished, their descendants, known as the Cape Malay's, settled here. Our route then leads us to Kloof Nek and the magnificent Table Mountain. We'll ascend to the top [weather permitting] by the revolving cable car. Here, we'll see wild flowers and the famous silver tree, and marvel at a birds-eye view of the city and its beaches. On a clear day it is even possible to see Robben Island where Nelson Mandela was imprisoned on one side and Cape Point on the other. Descend from the Upper Cableway station to your awaiting vehicle and then proceed around Table Bay to the Milnerton area (time permitting). From here we can see Table Mountain from the same perspective as the early settlers did when they sailed into Table Bay.

Meals: Breakfast

DAY 9: 12 NOVEMBER, MONDAY

DESTINATION: CAPE TOWN - KAROO - GARDEN ROUTE – PRINCE ALBERT

ACCOMMODATIONS: SWARTBERG HOTEL OR SIMILAR

ACTIVITY: OVERLAND JOURNEY THROUGH THE KAROO AND GARDEN ROUTE

Following breakfast, depart on the overland journey through the Karoo and Garden Route. Travel through the picturesque Hex River Valley, surrounded by magnificent mountains, vineyards and fruit orchards. This area is considered to be the biggest producer of table grapes in South Africa. Enjoy a wine tasting along the route that boasts having the longest harvest season in the world. Continue to Matjiesfontein, where a part of the local hotel served as a convalescent hospital for British officers during the Anglo-Bar War. The entire village was declared a National Heritage Site in 1975 and is today a charming, beautifully restored throwback to the late Victorian era. The journey continues to Prince Albert, another delightful village, dating back to 1762. The town is known for its sun-ripened fresh and dried fruit, vineyards, olives and local cheese.

Meals: Breakfast

DAY 10: 13 NOVEMBER, TUESDAY

DESTINATION: PRINCE ALBERT - OUDTSHOORN

ACCOMMODATIONS: LA PLUME OR THORNTREE OR SIMILAR

ACTIVITY: CANGO CAVES AND OSTRICH FARM TOUR

After breakfast, enjoy a spectacular drive over the Meiringspoort Mountain Pass offering breathtaking rock formations and views as the road winds its way through the Swartberg

Mountains to the quaint Little Karoo village of De Rust. Continue to Oudtshoorn, the ostrich capital of the world and home to the spectacular limestone caverns of the Cango Caves. Enjoy a tour of one of the world's great natural wonders, sculpted by nature through the ages. In the afternoon, visit an Ostrich Farm for a guided tour.

Meals: Breakfast & Dinner

DAY 11: 14 NOVEMBER, WEDNESDAY

DESTINATION: OUDTSHOORN - KNYSNA

ACCOMMODATIONS: REX HOTEL OR SIMILAR

ACTIVITY: OVERLAND TOUR TO KNYSNA WITH LAGOON CRUISE TO FEATHERBED NATURE RESERVE

After breakfast, travel over the Outeniqua Mountain Pass to George, the sixth oldest town in South Africa, with many historical landmarks such as the Slave Tree and King Edward VII Library building; said to be the best example of Edwardian architecture in the town. The tour travels via Wilderness, an attractive holiday resort to Knysna, known as the oyster box of South Africa, nestling on the banks of a beautiful lagoon in the heart of the Garden Route. Arrive in time for a lagoon cruise to the Featherbed Nature Reserve, where you can take a trailer ride to the top of the Western Head to enjoy panoramic views of the town and lagoon, returning for lunch under the milkwood trees. The afternoon is at leisure to further explore this charming town set around a natural harbour lagoon.

Meals: Breakfast & Lunch

DAY 12: 15 NOVEMBER, THURSDAY

DESTINATION: KNYSNA

ACCOMMODATIONS: REX HOTEL OR SIMILAR

ACTIVITY: VISIT TO THE GARDEN OF EDEN, MONKEYLAND, THE FAMOUS EASTERN HEAD AND BRENTON ON SEA

Today you'll have the opportunity to explore the natural beauty of the Knysna area. Your journey will include a visit to the Garden of Eden, set in the lush, green, indigenous Knysna forest. Afterwards visit Monkeyland Primate Sanctuary, where you will be able to see a variety of primates, roaming free in the forest. The sanctuary is well known for its efforts to rehabilitate and free previously caged primates. The tour continues to the famous Eastern Head, where you will enjoy spectacular views of the Knysna Heads (weather permitting). Afterwards you'll travel to Brenton on Sea, a breath taking holiday location and a nature lover's paradise with its unspoilt beaches and peaceful surroundings.

Meals: Breakfast

DAY 13: 16 NOVEMBER, FRIDAY

DESTINATION: KNYSNA - PORT ELIZABETH

ACCOMMODATIONS: GARDEN COURT KINGS BEACH HOTEL

ACTIVITY: TRAVEL TO PORT ELIZABETH

After breakfast, you'll head eastwards (with your driver only) along the Tsitsikamma Forest to Port Elizabeth, known as the "friendly city", with a wonderful climate. On arrival you will be dropped off at your hotel for an evening at leisure. Dinner included at the hotel.

Meals: Breakfast & Dinner

DAY 14: 17 NOVEMBER, SATURDAY

DESTINATION: PORT ELIZABETH - JOHANNESBURG - FLIGHT HOME
ACTIVITY: DEPARTURE

Some free time prior to your transfer to the Port Elizabeth airport to board your flight to Johannesburg and connection home.

DAY 15: 18 NOVEMBER, SUNDAY

ARRIVAL BACK IN CANADA

Bon Voyage...!

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

ACCOMMODATION OR SIMILAR:

HOLIDAY INN SANDTON: <http://hisandton.co.za/>

SABI RIVER SUN: <https://www.tsogosun.com/sabi-river-sun-resort>

OR

PROTEA KRUGER GATE: <http://www.marriott.com/hotels/travel/mqpkg-protea-hotel-kruger-gate/>

PROTEA HOTEL SEA POINT: <http://www.marriott.com/hotels/travel/cptsp-protea-hotel-cape-town-sea-point/>

SWARTBERG HOTEL: <http://www.princealbert.org.za/stay/list/swartberghotel/>

REX HOTEL: <http://aha.co.za/rex/>

GARDEN COURT KINGS BEACH: <https://www.tsogosun.com/garden-court-kings-beach>

MAIN TOUR INCLUDES:

- All flights and taxes.
- Arrival & Departure Transfers as per itinerary.
- Meals as per itinerary- (B=Breakfast, L=Lunch & D=Dinner) (Breakfast daily, 1 lunch, 5 dinners).
- Accommodation as per itinerary:
 - 1 night at Holiday Inn Sandton or similar
 - 3 nights at Protea Kruger Gate or similar
 - 3 nights at The Sea Point Protea or similar
 - 1 night at The Swartberg Hotel or similar
 - 1 Night at La Plume or similar
 - 2 night's at Rex Hotel or similar
 - 1 night at Garden Court Kings Beach Hotel or similar
- Transportation accompanied by an English speaking driver/guide up to and including Knysna.
- Open & Closed vehicles during Game drives.
- Porterage of one bag.

EXCLUDES:

- Accommodation not mentioned in the itinerary.
- Meals not mentioned in the itinerary.
- Transport not mentioned in the itinerary.
- Sightseeing not mentioned in the itinerary.
- Personal expenses such as tips for meals, gratuities for guides & drivers, all alcoholic and other beverages, telephone calls and laundry.
- Any other services not mentioned above.

IMPORTANT INFORMATION:

- Canadian & USA Citizens do not require a visa to enter South Africa.
- All passports must be valid for at least 6 months after your return AND must have two blank pages side by side for South African immigration.
- Anti-malaria protection required, please consult your health clinic or doctor.
- Contact your local health clinic to determine if any other inoculations are required.
- Comprehensive travel insurance is highly recommended.

CONTACT INFORMATION:



TOURCAN VACATIONS

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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.