

IN THE MATTER BETWEEN:

Raymond Paul Nawrot, Kristina Marie Nawrot and Karolyn Theresa Nawrot

- and -

Sunwing Airlines Inc.

**AFFIDAVIT OF JOANNE DHUE
(sworn April 17, 2013)**

I, Joanne Dhue, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am and was, at all material times, in the employ of Sunwing Airlines Inc. ("Sunwing Airlines") as the National Director, Customer Relations Sunwing Vacations / Signature Vacations, and as such have knowledge of the matters hereinafter deposed.
2. All passengers must present themselves for check-in for Sunwing Airlines flights no later than 60 minutes prior to the scheduled departure time of the relevant flight. Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of Rule 18(g) of the Sunwing Airlines International Tariff Applicable to Scheduled Services, Sunwing's Terms and Conditions and Sunwing Airlines' Conditions of Carriage.
3. Check-in for all Sunwing Airlines flights is open 3 hours prior to the scheduled departure of the flight and Sunwing Airlines recommends to its passengers that they arrive for check-in 3 hours prior to the scheduled departure of their flight. Attached hereto and marked as Exhibit "B" to this my Affidavit is a true copy of the Sunwing Airlines website Travel Information Airport & Flight Reconfirmation & Check-in incorporated into the passenger's e-ticket Booking Confirmation and Itinerary.
4. Sunwing Airlines recommends for all of its passengers travelling on European itineraries to arrive at check-in four (4) hours prior to the scheduled departure of their flight. Attached hereto and marked as Exhibit "C" to this my Affidavit is a true copy of the Sunwing E-Ticket "eDocument Booking Confirmation and Itinerary" issued to

Raymond Paul Nawrot, Kristina Marie Nawrot and Karolyn Theresa Nawrot (the Nawrots).

5. In addition to physically checking in at Gatwick International Airport, on-line Web Check-in for Flight WG201 was also available to the Nawrots. Attached hereto and marked as Exhibit "D" to this my Affidavit is a true copy of the Sunwing Airlines Terms & Conditions for "Web Check-in".

6. The Nawrots were passengers with confirmed bookings on Sunwing Airlines Flight WG201 originally scheduled to depart Gatwick International Airport, United Kingdom at 12:20 local time, August 10, 2012 bound for Toronto's Pearson International Airport. Attached hereto and marked as Exhibit "E" to this my Affidavit is a true copy of a computer screen shot of the Nawrots' reservation taken from the Sunwing Airlines booking system.

7. In order to complete their online booking, the Nawrots had to positively accept Sunwing's and Sunwing Airlines' Terms and Conditions.

8. Flight WG201 was operated as a scheduled services flight of Sunwing Airlines.

9. Kristina Marie Nawrot's date of birth is December 17, 1995 and Karolyn Theresa Nawrot's date of birth is June 28, 1997. Attached hereto and marked as Exhibit "F" to this my Affidavit is a true copy of a screen shot of the Nawrots' reservation taken from the Sunwing Airlines booking system.

10. Sunwing Airlines Flight WG201, originally scheduled to depart Gatwick International Airport at 12:20 local time August 10, 2012, was delayed and passengers with confirmed bookings on Flight WG201, including the Nawrots, were notified each time the scheduled departure was changed. The scheduled departure time of Flight WG201 was ultimately changed to 02:25 local time August 11, 2012. Mr. Nawrot was informed of this last and final change to the scheduled departure time of Flight WG201 at 14:30 local time August 10, 2012. I have not been able to recover copies of the emails actually sent to Mr. Nawrot. However, I have reviewed Exhibits "B", "C", "D" and "E" of the Affidavit of Raymond Paul Nawrot, sworn February 28, 2013 and confirm that

they are indeed true copies of email notifications Sunwing Airlines sent to Mr. Nawrot August 9 and 10, 2012. Attached hereto and marked as Exhibit "G" to this my Affidavit is a true copy of Sunwing Airlines' email notifications with respect to the rescheduling of Flight WG201 sent to Mr. Nawrot August 9 and 10, 2012.

11. The Destinations Quality Control Manifest (QCM) generated for Flight WG201 at Gatwick International Airport reports that the aircraft operated as Flight WG201 was secured for take-off at 00:05 (UTC)/01:05 (local time) August 11, 2012 with its doors closed and it being ready for push back from the gate at 01:25 (UTC)/02:25 (local time) August 11, 2012. Attached hereto and marked as Exhibit "H" to this my Affidavit is a true copy of the Destinations Quality Control Manifest for Flight WG201.

12. The Shift Report for the night shift beginning August 10, 2012 generated by Swissport, Sunwing Airlines' ground handling agent at Gatwick International Airport, and completed by the Swissport Passenger Services Supervisor, reports that check-in for Flight WG201 was closed at 01:25 (local time) August 11, 2012 and that four (4) passengers turned up fifteen (15) minutes after check-in had closed. It further reports that the dispatcher denied these passengers travel. Attached hereto and marked as Exhibit "I" to this my Affidavit is a true copy of the Swissport Passenger Services Supervisor Shift Report – North Terminal dated August 10, 2012.

13. Mr. Nawrot's email to Sunwing Airlines dated August 11, 2012 and his letters to Sunwing Airlines dated October 19, 2012 and January 21, 2013 refer to an additional passenger(s) of Flight WG201, other than the Nawrots, that was/were denied boarding as a result of the check-in for Flight WG201 being closed early. Attached hereto and marked as Exhibit "J" to this my Affidavit is a true copy of the email from Raymond Nawrot to Sunwing Airlines Online Bookings dated August 11, 2012, the letter from Raymond Nawrot to Sunwing Airlines Customer Service dated October 19, 2012 and the letter from Raymond Nawrot to Mark Williams dated January 21, 2013.

14. The QCM reports that there were nine (9) passengers who were "no-shows" for Flight WG201 in addition to the Nawrots. I investigated into whether any of these nine passengers that did not present themselves for check-in for Flight WG201 could possibly

be the passenger(s) referred to by Mr. Nawrot or in the Swissport Shift Report as also being denied boarding of Flight WG201. The results of my investigation are as follows:

- Party of 3 (three) passengers did not travel because of the Flight's delay and informed their travel agent;
- Party of 1 (one) chose not to travel because of the Flight's delay and informed their travel agent;
- Party of 1 (one) cancelled their booking with Sunwing Airlines directly because of the Flight's delay;
- Party of 3 (three) cancelled their booking with Sunwing Airlines because of the Flight's delay; and
- Party of 1 (one) advised Sunwing Airlines directly on August 9, 2012 that they did not have the required visa to travel and they did not travel.

15. As of the date of this my Affidavit, Sunwing Airlines has not received any complaint from or otherwise become aware of a passenger of its Flight WG201 departing Gatwick International Airport on August 11, 2012, other than the Nawrots, being denied boarding as a result of check-in being closed early, or at all.

16. Sunwing Airlines has no record of any passenger other than the Nawrots being denied boarding for Flight WG201 departing Gatwick International Airport on August 11, 2012.

17. The airport authority at Gatwick International Airport specifically, or any airport generally, does not, as a matter of standard operating procedures intercede to communicate directly with the Captain of the flight crew of a carrier's aircraft with respect to allowing a passenger to board that aircraft.

18. The standard operating procedure in such circumstances is for the airport authority to contact the carrier's gate agents.

19. In the highly unlikely and unusual event that such a communication were to be made directly to the Captain, the Captain would make a notation in the Captain's Report for the flight.

20. Neither the Captain's Trip Report nor the Cabin Crew Reports for Flight WG201 make any mention of any communication from the airport or anyone with respect to the denied boarding of a passenger or of any request to allow boarding of a passenger presenting late for check-in. Attached hereto and marked as Exhibit "K" to this my Affidavit is a true copy of the Captain's Trip Report, Euro Atlantic Airways Cabin Crew Report and Sunwing Airlines Transatlantic Cabin Crew Flight Report dated August 11, 2012.

21. Further, neither the Captain nor his crew has any recollection of such an incident. Attached hereto and marked as Exhibit "L" to this my Affidavit is a true copy of the exchange of emails between John Murphy of Sunwing Airlines and Pedro Pissarra of Euro Atlantic Airways dated April 11 and 12, 2012.

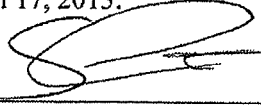
22. Finally, the Captain's Trip Report confirms that the aircraft operated as Flight WG201 took off from Gatwick International Airport at 01:48 local time August 11, 2012.

23. Following the delay of Flight WG201 and prior to the cut-off for check-in, Sunwing provided all passengers with confirmed bookings for Flight WG201, including the Nawrots, their options with respect to a refund should they choose not to travel on Flight WG201. Attached hereto and marked as Exhibit "M" to this my Affidavit is a true copy of the letter from Sunwing to all passengers of Flight WG201 dated August 10, 2012.

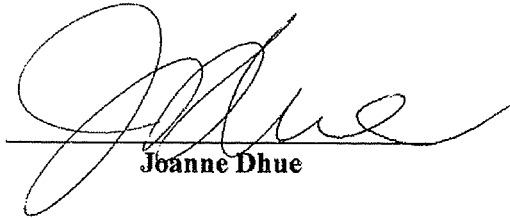
24. The Nawrots did not inform Sunwing that they chose not to travel on Flight WG201 and did not apply for a refund as stipulated in Sunwing's letter dated August 10, 2012.

25. This Affidavit is sworn in response to the complaint brought by the Nawrot family to the Canadian Transportation Agency and for no other or improper purpose.

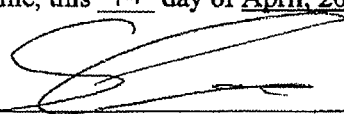
SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on
April 17, 2013.



Commissioner for Taking Affidavits
STEPHEN J. WHITE


Joanne Dhue

This is Exhibit "A" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

SUNWING AIRLINE INC. carrying on business as SUNWING

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

ISSUED DATE	ISSUED BY	EFFECTIVE DATE
December 04, 2006	Mark Williams	December 05, 2006
	President	*per CTA Special
	SUNWING AIRLINE INC	Permission # 19492
	27 Fasken Drive	
	Toronto, Ontario	
	M9W1K6 Canada	

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
December 04, 2006

EFFECTIVE DATE
December 05, 2006
Per CTA SP#19492

(xvii) Any other causes beyond the reasonable control of the carrier and any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of the Carrier.

Upon the happening of any of the foregoing events, the Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or enroute. If the flight, having commenced is terminated, the carrier shall refund the unused portion of the fare and shall use its best effort to provide alternate transportation to the destination for the passengers and baggage at the expense and risk of the passenger or shipper. If the flight has not commenced prior to termination, the carrier will provide a credit equal to the paid fare which will be available for use in the purchase of a new ticket on the same terms for a period of one year from the date of termination. No refund will be available.

(g) Cut-Off Times (C)

Check-in counters are open 3 hours prior to the scheduled departure, and will close 60 minutes before scheduled departure. Passenger(s) arriving for check-in after 60 minutes prior to the scheduled departure will not be accepted for travel.

After passenger(s) have checked in for their flight, they should be available at the gate not later than 30 minutes prior to the scheduled departure for boarding the aircraft. Passengers who arrive at the boarding gate after the gate has closed will not be accepted for travel.

Passenger(s) who arrive later than the recommended times for check-in or at the boarding gate will not be eligible for any denied boarding compensation or refund. (C)

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

October 3, 2012

EFFECTIVE DATE

October 5, 2012

Per CTA SP#77428



Sunwing Terms and Conditions

When you book with Sunwing Vacations, Sunwing, or Vacances Sunwing (hereafter "Sunwing") the following Terms and Conditions become part of your contract.

By accessing, browsing or making a reservation through this website, you expressly accept these Terms and Conditions, without modification, and intend to be legally bound by them. To the extent any travel products and/or services are booked through your Travel Agent or the Sunwing Sales Centre, you agree that these Terms and Conditions apply to all transactions. Please read these Terms and Conditions carefully. If you do not accept all of these Terms and Conditions, please do not use the website or make any reservations through your Travel Agent or the Sunwing Sales Centre.

ACCURACY OF INFORMATION

Sunwing makes every effort to ensure the accuracy of the information contained herein and to the best of its knowledge all information is accurate at the time of publication. We try to ensure that the prices on the website are accurate, however errors do occur and we reserve the right to refuse to accept bookings at any price published in error. Updates are published on our website when new information is made available, however Sunwing cannot be responsible for any inaccuracies or omissions contained herein or for any third party publications or postings. Information contained should be verified directly with other available sources. We strongly recommend that you visit our website at www.sunwing.ca for our most up-to-date Terms & Conditions.

PRICING

These prices are dependent on a variety of variable factors including, but not limited to, fuel costs, rates of exchange and other factors. Should these costs increase Sunwing reserves the right to increase the price of any of our holiday products. In the event that any such increase is in excess of 7% (unless it is the result of an increase in government tax), you will be entitled to cancel your travel arrangements and receive a full refund. Commercially reasonable efforts will be made to advise you of any price increase at least 15 days prior to your departure date. All price increases may reflect administrative costs incurred. For competitive reasons, Sunwing reserves the right to deny a price match guarantee. Sunwing sets its prices based on our costs, as well as anticipated demand. Sunwing constantly reviews its prices throughout the season in accordance with availability and demand. We reserve the right to increase or decrease our prices accordingly. To check our current pricing please consult your Travel Agent, contact the Sunwing Sales Centre or visit our website: www.sunwing.ca where the most up-to-date price is shown in Step 4 of the booking process.

PROMOTIONS

From time to time Sunwing advertises promotional offers which may be available nationally or may be limited to selected departure gateways, destinations, ships or hotels. All of these promotions are time sensitive and therefore have a commencement and termination date. They are not combinable with any other promotion that may be advertised and available at the same time. All published prices and promotions advertised and offered by Sunwing have limited space availability and may be withdrawn at any time, with or without prior notice.

CHILDREN & INFANTS

Ages for children's and infant's fares vary from airline to airline, hotel to hotel and cruise line to cruise line. Sunwing recommends that you consult with your Travel Agent or the Sunwing Sales Centre to determine what the applicable age(s) and/or respective rate(s) are for children and infants. Upon check-in, hotels may require proof of age for passengers with a reservation made at a "child price". If a child's age does not comply with the hotel's policy (e.g. 2-12 years on the last day of travel) the hotel may charge the child as an adult and require immediate payment for the difference between the child rate and the adult rate. Infants under two years of age at the completion of travel fly free of charge (one infant per adult) but still require a reservation in order to appear on the passenger manifest although the infant is not allocated an aircraft seat or any baggage allowance. If you require a crib at the hotel, it must be requested at the time of booking and, if available, the hotel may assess a charge. All cruise lines require that passengers under the age of 21 years must be accompanied by a passenger who is 21 years or older. For most cruise lines infants must be 6 months or older to travel in the Caribbean. Age restrictions vary by cruise line for family

groups booking multiple staterooms – please inquire at time of booking. Under certain circumstances Sunwing will permit the sale of air tickets to Unaccompanied Minors. For full information on our Unaccompanied Minors policy please visit our website www.sunwing.ca.

PREGNANCY

Cruise lines cannot accept expectant mothers who will have entered a specific week/trimester of their pregnancy by the beginning of or at any time during their cruise. All pregnant women are required to produce a doctor's or midwife's letter stating that the mother and baby are in good health, fit to travel and the pregnancy is not high-risk. The letter must also include the Estimated Date of Delivery (EDD). Please check with your Travel Agent for specific cruise line policies.

CLIENTS WITH SPECIAL NEEDS

Clients with special needs who will require special services or assistance while traveling, including handicap adapted rooms and/or wheelchair accessible rooms and/or private transfers, must contact the Sunwing Special Services Department at the time of booking or at least 10 business days prior to departure. In order to ensure that you are properly assisted, we request that you advise of any and all specific needs that you may have. This will help us to ensure that the proper travel arrangements are made for you to obtain the maximum enjoyment from your Sunwing holiday. Please note that additional costs may be applicable for some or all of the services requested. Please note that some foreign destinations may not define or provide for wheelchair access in the same fashion that we are accustomed to in Canada and that some hotels may not be able to guarantee or confirm handicap adapted or wheelchair accessible rooms prior to departure. Cruise ships have limited wheelchair accessible staterooms for which a medical certificate is required. Passengers with special needs must be self sufficient and accompanied by a least one other passenger who assumes full responsibility for their well being at all times. Under certain circumstances, passengers in a wheelchair may be precluded from going ashore due to docking facilities. AMAWATERWAYS river cruise vessels are not equipped with wheelchair ramps, and hallways and doors may not be wide enough to accommodate wheelchairs or scooters and overall have limited or nonexistent facilities throughout the ship, transfer and shore excursion coaches and minibuses. Reconfirm dietary requirements with the maitre d' on embarkation day. Please contact specialservices@sunwing.ca for further assistance. Please visit www.flysunwing.com/travelinfo/specialassistance.asp to download Sunwing's Special Services request form.

PACKAGE HOLIDAY INCLUSIONS

Unless otherwise noted, the price of your package holiday includes round-trip airfare, hotel and/or cruise accommodation, meals as described (excluding specialty restaurants on cruise lines) and one (1) round-trip transfer in destination to and from the airport and hotel or pier as selected and cruise port charges and government fees. The features and the bonus features that are provided by each hotel or cruise line (whether on a complimentary basis or not) are clearly described on each hotel page. Any features that are temporarily unavailable or that have been permanently withdrawn for whatever reason do not have any cash value and are therefore non-refundable. These features can be changed by the hotel, cruise line or Sunwing with or without prior notice. If your package includes a car rental, the lead name on the booking must hold a valid driver's license.

COSTS NOT INCLUDED IN YOUR HOLIDAY PURCHASE

All costs for entry visas, passports, health certificates and items of a personal nature, e.g. laundry, meals not mentioned in itineraries, telephone calls, tips, alcoholic beverages and excess baggage charges, etc. are not included in the price of your holiday package. If your holiday relates to a cruise holiday, some a la carte restaurants, casino, medical services, shore excursions, internet access, spa and salon services, telephone calls, faxes, onboard gratuities/tips, alcoholic/specialty beverages (a mandatory gratuity is added to all beverages purchased onboard), excess baggage charges and other costs as described on each cruise line page, etc. are not included in the price of your holiday.

SUNWING PREMIUM PACKAGE PLAN

The Sunwing's Premium Package Plan is only available on flights operated by Sunwing Airlines. The plan is not transferable and is not redeemable for cash (including unused coupons or features). For optimum choice, advance seat selection should be made as soon as your plan is purchased, but no later than 48 hours prior to departure. Seat selection is subject to availability at all times and once your selection is made, the entire fee is non-refundable nor are any changes permitted to your selection. Priority Express Check-in is only available at Canadian airports at the designated counter and does not provide for later check-in than is normally recommended in Sunwing's Terms and Conditions. The "No Administration Fee" offer is restricted to name changes, name-spelling corrections or changes to accommodation type as defined in these Terms and Conditions and does not include trip cancellation, modifications to the dates of travel or to the number of persons travelling. The "No Administration Fee" is only applicable to the changes defined above and said changes exclude departures during Christmas, New Year's, Spring/March Breaks and Easter. Any change to the original booking as well as the replacement of lost or stolen ticket/hotel vouchers is limited to one change per Premium Package Plan purchased. The \$50 Sunwing's Future Travel Voucher may be used for any departure for travel up to 12

months from original departure date. There is a limit of one voucher per booking upon redemption and vouchers may not be applied to group bookings. The Future Travel Voucher is only redeemable for reservations made a minimum of 45 days prior to departure. No refunds or credits will be issued for any unused portions. Premium Package Plan prices and inclusions are subject to change with or without notice.

WORRY FREE VACATION SECURITY PLAN

Sunwing strongly recommends that you purchase our Worry Free Vacation Security Plan at the time of booking, or other sufficient traveler's insurance to provide you with security and protection against unexpected events that could disrupt your holiday plans. Please visit www.sunwing.ca/worryfree.asp for more information about our Worry Free plan.

HOTEL AND/OR CRUISE SHIP PREFERENCE REQUESTS

Any hotel preferences such as room location, bed preferences, cruise line dining times, etc. that are not associated with special needs must be requested at the time of booking. While Sunwing will attempt to accommodate special requests Sunwing will not be held responsible if such requests cannot be fulfilled. Please see "CLIENTS WITH SPECIAL NEEDS" for additional information.

CREDIT CARD POLICY

Sunwing accepts MasterCard, Visa and American Express credit cards as forms of payment. If your payment is made using American Express, Visa or MasterCard, please be advised that Sunwing and/or Signature Vacations Inc. will appear as the vendor on your credit card statement, not your travel agency. Your authorization to use your credit card number to pay for travel services provided by Sunwing indicates your acceptance of our Terms and Conditions, whether or not you have actually signed credit card forms. Therefore, by providing your Travel Agent or Sunwing with authorization to use your credit card to pay for your Sunwing travel services you are confirming that you will pay the total amount charged for those services to the card issuer according to your cardholder agreement. Simultaneously you are also acknowledging your acceptance of Sunwing's Terms and Conditions.

BALANCE OF PAYMENT

Full and final payment must be received by Sunwing 45 days prior to departure, or immediately for reservations made 45 days or less before departure with the exception of a cruise holiday package. If booking a cruise holiday, full and final payment must be received by Sunwing 85 days prior to departure, or immediately for reservations made 85 days or less before departure.

TRAVEL VOUCHERS

All Sunwing's travel vouchers must be applied on new package holiday bookings reserved and paid in full at least 45 days prior to departure. If applying to a cruise holiday the voucher must be applied at least 85 days prior to departure. Stipulations may apply. Please refer to the terms and conditions stated on the travel voucher.

GIFT CERTIFICATES

Gift certificates can be purchased online at www.sunwing.ca in increments of \$100 and are redeemable through your Travel Agent or the Sunwing Sales Centre. All Sunwing gift certificates can be applied on any vacation bookings made but they can only be used towards the full or final payment of your vacation. Gift certificates cannot be used as a deposit on your holiday.

TRAVEL DOCUMENTS

Travel documents for all Sunwing's programs will not be released until Sunwing has received your full and final payment as per the requirements described elsewhere in these Terms & Conditions. For programs that have been designated as "electronic ticket" programs, your electronic ticket and voucher will be available for printing 28 days or less prior to the departure date. No electronic tickets and vouchers will be issued prior to 28 days before the departure date. Visit our website www.sunwing.ca/etix to print your electronic ticket and electronic voucher. For all other programs a ticket wallet along with your airline ticket(s), flight schedule(s), hotel voucher(s) and any other applicable exchange voucher(s) will be forwarded to your Travel Agent approximately 14 days prior to your scheduled departure. Your airline ticket(s) will contain conditions as well as the terms of carriage. Please read these conditions carefully, as they are important to you and affect your legal rights. Carriage and service performed and tickets issued are subject to the terms and conditions referred to on such tickets, the rules under the Warsaw or Montreal Conventions (as applicable), and other applicable laws and regulations.

CRUISE - ONLINE CHECK-IN

Most cruise lines require guests to pre-register and complete mandatory immigration information online. Ensure your name appears exactly as shown on your passport. If the name does not match, contact your Travel Agent. You will need your cruise line booking number to access your record. Failure to provide this information will result in delayed check-in and possibly, denied boarding. If you do not have online access, please contact your Travel Agent to assist.

DISNEY CRUISE LINE - MY ONLINE CHECK-IN/CRUISE DOCUMENTS

Guests are required to register in advance online at www.disneycruise.com by going to the 'Planning Center' tab and clicking on My Online Check-In. Once the online check-in process has been completed, print and bring your signed cruise documents with you. The registration

process can be done up to two days prior to sailing. Disney encourages all guests to complete online checkin prior to embarkation for faster, easier boarding. If you're not able to do so, forms can still be completed at the port terminal.

MSC EXPRESS WEB CHECK IN / GUEST DECLARATION FORM

MSC Express web check in can be completed online at www.msccruisesusa.com under Already Booked. Once you have accurately completed the required information you can print the Embarkation form which you must present at check in along with the cruise ticket. MSC Express web check in is available up to 24 hours prior to sailing – within 24 hours the system will automatically reject permission to print the final document required for the completion of this registration. You will, therefore, be obliged to follow the normal procedures for embarkation at the pier. Please note that MSC Cruises requires your Date of Birth, Nationality and Passport Number to release your cruise e-tickets. MSC Cruise e-tickets will not be released until this information has been provided. MSC Cruises e-tickets will be sent to your Travel Agent's e-mail address or alternate e-mail address on the booking. You may use MSC Express Web Check-in to input this information or call MSC Cruises (800) 666-9333.

NORWEGIAN CRUISE LINE ONLINE CHECK IN

It is important that you provide NCL with your key personal information (passport numbers, etc) in advance. Within 60 days from the sailing date, you can register at My NCL. My NCL is where you can Log In and access all of your important pre-cruise information, complete your Online Check-In and reserve Shore Excursions. Once you've completed your Online Check-In you can download eDocs, a detailed summary of your cruise vacation that acts as your boarding pass. My NCL can be accessed at www.ncl.com and clicking on the "Log into My NCL" link at the top of the page. All guests need to preregister at least 3 days prior to the sailing.

DOCUMENTATION

It is your responsibility to determine what documentation is required for travel to your destination and including any ports of call on a cruise holiday and for your return to Canada. Sunwing will assume no responsibility whatsoever for passenger(s) denied carriage by the airline or refused entry into any country. Canadian citizens can contact Foreign Affairs Canada at www.travel.gc.ca for assistance in obtaining this information. Citizens of other countries should check with the relative Tourist Board or Consular Office of the destination which they are intending to visit. Sunwing strongly recommends that you carry a valid passport when travelling outside of Canada. Please note that several countries now require that your passport be valid for up to six months after the completion of your travel in order to be accepted by them as a valid travel document. If your passport is damaged in any way, you could be denied boarding and you will be responsible for all costs associated with a new passport and a replacement holiday.

CUSTOMS & IMMIGRATION

Customs and/or immigration officials can deny a person, or persons, whether they are residents or visitors, entry (or re-entry) into their country at their own discretion. A previous criminal record could be an obstacle in international travel. Sunwing cannot be held responsible for denied entry under any circumstances.

LAWS & CUSTOMS

In order to familiarize yourself with relevant laws and customs and the necessary documentation for your travel from and return to Canada, we recommend that you refer to the relevant tourist boards, embassies or consulates for the countries that you will be visiting. Sunwing encourages all travelers to visit www.travel.gc.ca prior to travel for valuable and informative information.

BAGGAGE ALLOWANCE

You must consult with your Travel Agent or the specific airline on which you are travelling for weight restrictions on both chartered and scheduled air service. Lost or damaged baggage is the responsibility of the airline, which may have limited liability. We strongly recommend that you purchase Sunwing's Worry-Free Vacation Security Plan to compensate you for loss of, or damage to, your baggage. In the event of damaged, lost or delayed baggage, please contact the airline representative before leaving the airport. Failure to do so will invalidate any potential claim you may have against the airline.

FLIGHT TIMES & RECONFIRMATION

All flight times, airlines and type of aircraft, as well as itineraries, are subject to change with or without prior notice. We reserve the right to substitute alternate airlines or aircraft types and to add en route stops or make any other operational changes at our discretion, with or without prior notice. Operational changes can occur which may result in the need to reschedule or cancel flights. In the event that we need to advise you of any such changes, prior to your departure from Canada, we require that either you or your Travel Agent provide us with your contact telephone number. It is your responsibility to contact the airline shown on your ticket within 12 hours prior to departure (from Canada and destination) to reconfirm flight time. Further, if you have purchased an "air only" holiday from Sunwing it is your responsibility to advise your Travel Agent or the Sunwing Sales Centre of a telephone number at your destination where you may be contacted in the event that Sunwing needs to advise you of any changes in your return travel arrangements. In the event of a flight delay related to weather, traffic or a "force majeure" situation, it may not be possible for the airline to provide

meals and/or accommodations. Sunwing does not accept responsibility for lost wages, missed holiday time or any other additional expenses incurred as a result of changes in flight times. Sunwing Airlines arranges flight times which allow ample time to connect with cruise departures. It is unlikely that a cruise departure will be missed unless a long delay to the flight occurs due to weather or other problems. Should this occur, we will do our best to make alternate arrangements. No refunds or other compensation will be issued for missed cruise departures caused by any flight delay or missed flight connection. Please note that the cruise line reserves the right to charge full cancellation fees for any guest failing to embark. We strongly encourage you to purchase travel insurance to provide you with coverage for unexpected developments of this nature. Please note that in standard travel industry terminology the term "direct flight" refers to a flight that will transport the passengers from their point of origin to their final destination without the journey involving a change of aircraft. However, the term may still be used to describe a journey that involves a stop, provided the same aircraft continues the journey after the stop. Passengers on board a direct flight are not required to claim checked baggage and re-check said baggage during a stop in the journey and are usually not required to be de-planed during any stop(s). A flight from the point of origin to the final destination that does not involve any stops en route is referred to as a "non-stop" flight.

CONNECTING FLIGHT TIMES

All connecting flight reservations are made at your risk and you assume the cost of any loss in the event of a change to the Sunwing flight arrangements that may require you to change your connecting flight(s). Sunwing cannot be held liable for damages or additional fees incurred by passengers due to a missed flight connection for whatever reason.

AIRPORT CHECK-IN

Check-in commences approximately three hours prior to departure and closes 60 minutes prior to departure. You are required to have obtained your boarding pass and to have presented all checked baggage before the 60 minute cut off/check-in deadline. For security reasons, you will be denied boarding if you have not checked in within that time. Passengers must be available at the boarding gate by the boarding gate deadline time noted on your boarding pass. Failure to respect the deadline may result in the reassignment of any pre-reserved seats (refunds not applicable) and the cancellation of your reservations. Please note that Sunwing will not provide refunds or compensation for unused seating upgrades or provide any compensation as a result of a passenger being denied boarding. Should you be denied travel, it is your responsibility to make alternate arrangements. It is your responsibility to arrive at the airport on time and following check-in, to proceed to the correct departure gate by the time specified on your boarding pass. Sunwing cannot be held responsible if you miss your flight by failing to comply with these requirements.

ACCOMMODATION

Please be advised that, while conditions may not always be the same as those at home, particularly with regards to electricity, water supplies and private toilet facilities, Sunwing's staff and/or agents have inspected all of the hotels or cruise ships described on this website to ensure acceptable standards. All hotels undergo routine maintenance and renovation both in the low and high seasons. At brand new hotels, some facilities may not be fully functional and landscaping and other finishing touches may be ongoing during your stay. If we are advised that significant work at your hotel will be in progress during your stay or any major facilities will not be available we will try to advise you prior to your departure. Topless sunbathers may frequent some resorts, the control of whom is beyond the authority of the resort. These resorts and cruise lines cannot accept responsibility for the behavior of other guests/groups or the withdrawal of services or facilities due to cultural and political events or holidays. These circumstances are usually regulated by local governments and as such are beyond the control of Sunwing, the cruise line or the resort. Most hotels offer international satellite TV which differs from Canadian satellite TV. The number of English channels will vary by country and by hotel. Ocean view rooms can consist of a full or partial view of the ocean and can differ by property. Not all rooms designated as "ocean view" will offer a full or direct view of the ocean. Minimum age restriction for passengers can vary per hotel per destination. It is recommended that travelers inquire at time of booking.

STATEROOM OCCUPANCY

Occupancy of any stateroom(s) is limited to the number of berths in that stateroom. The cruise line reserves the right to limit the number of upper berths and single staterooms sold on each sailing.

CRUISE CHECK-IN AND CHECK-OUT CONDITIONS

Your cruise documentation will include information regarding your check-in and embarkation times for your cruise. All guests must be onboard 90 minutes prior to the ship's scheduled departure time. Checkout / disembarkation information will be provided onboard.

HOTEL CHECK-IN AND CHECKOUT CONDITIONS

The check-in time for most hotels is 3:00 pm and check-out time can be as early as 11:00 am, regardless of your arrival or departure times. Please refer to your electronic ticket hotel accommodation voucher for actual check-in and check-out dates as this may differ from your departure and return date. Check-in policies differ by hotel and will therefore vary. Many hotels will offer hospitality areas for passengers who may be without their room for some

time; however this arrangement is solely at the discretion of the hotel. Passengers wishing to make arrangements for a late check-out and baggage storage must negotiate this service directly with the hotel. We do not accept responsibility for any inconvenience or loss arising from these types of arrangements. Some hotels may require you to leave a credit card imprint or cash deposit upon check-in to provide security for miscellaneous charges such as telephone calls.

CRUISE LINE / HOTEL'S RESPONSIBILITY

The accommodation voucher, or electronic confirmation number, furnished by Sunwing shall constitute the sole contract between the hotels/resorts and you, the passenger. The hotels, resorts and cruise line/ship depicted on this website will not be held liable for any act, omission or event during the time passenger(s) are not staying at their establishments or on their ships. Neither Sunwing nor the cruise lines or properties are responsible for payment of any refund for unused accommodations or meals as a result of late arrival or non-arrival by passenger(s), regardless of the cause.

STATE ROOM / HOTEL CHANGES

If the accommodation reserved is not available for any reason, we reserve the right to substitute a hotel of a similar category and/or stateroom on the ship or for land stays. This section does not apply to a change in hotel that is a major change as referred to in the section "Sunwing's Responsibility" or to a change of hotel, which occurs by reason of circumstances that are beyond our reasonable control. For the most up-to-date resort and cruise line/ship descriptions please visit www.sunwing.ca.

MODIFICATION OF CRUISE SERVICES

The sailing days/times indicated in this brochure are correct at the time of going to print and are subject to change with or without notice. Weather conditions, safety considerations or other circumstances beyond our control may mean that the cruise line must change cruise itineraries, facilities and amenities available on the cruise ship before or after a departure, including arrival and departure times in port. The cruise operator also has the right to change one ship for another, change itineraries and destinations. Regional conditions may demand a change to the amount of time spent in a port, or eliminate a port altogether. A short notice change of itinerary, ship or hotel may mean some facilities are not as described. Sunwing cannot be held liable for such changes and compensation as a result thereof.

ASSISTANCE ONBOARD / SERVICE CONCERNS

Sunwing has taken great care in selecting the travel suppliers used and featured in this brochure. If you are concerned with the level of service or have any questions or issues that may arise during your cruise please report these to the local cruise line representative and/or onboard cruise staff as applicable so that they can work to ensure that you have an enjoyable holiday. If you require assistance at one of our U.S. destinations please contact Sunwing toll free at 1-800-668-4224 Mon. – Fri. 8:30 am to 9:00 pm; Sat. 9:00 am to 5:00 pm; Sun. noon – 5:00 pm. All times shown are either Eastern Time or Eastern Daylight Savings Time (Canada) and are subject to change without prior notice. If you require assistance or you are concerned with the level of service in one of our other destinations in the Caribbean which you are staying pre/post your cruise vacation, please contact your destination representative immediately and file a complaint notice with the service provider, ensuring that you obtain a copy of your complaint. It is essential that this procedure be followed since the service provider must be given the opportunity to rectify the problem. Please note that your failure to report your concerns may preclude your right to a claim. Should you remain dissatisfied with the service provided, and wish to comment, please send your written comments to your Travel Agent, within 30 days of your return, together with a copy of the notice of complaint you submitted to the service provider, including their response. Any claim received more than 30 days after your return will not be accepted. Sunwing will not be liable for any claims exceeding the amount paid for the services with respect to which you are claiming. Regretfully, we are unable to accept responsibility for any assurances or guarantees provided by Travel Agents, cruise line employees, hotel employees or suppliers of any kind.

STATE ROOM / HOTEL CHANGES

If the accommodation reserved is not available for any reason, we reserve the right to substitute a hotel of a similar category and/or stateroom on the ship or for land stays. This section does not apply to a change in hotel that is a major change as referred to in the section "Sunwing's Responsibility" or to a change of hotel, which occurs by reason of circumstances that are beyond our reasonable control. For the most up-to-date resort and cruise line/ship descriptions please visit www.sunwing.ca.

REPRESENTATIVE ASSISTANCE

With the exception of U.S. destinations, our representatives are stationed in destinations to offer assistance and liaise with our suppliers to resolve any queries or problems that may arise during your stay. Please bring any problem to their attention immediately so that they can work to ensure that you have an enjoyable holiday. In the event that a complaint cannot be resolved in destination, please contact us in writing immediately upon your return. We do not accept responsibility for any assurances or guarantees provided by Travel Agents, hotel employees or suppliers of any kind. Sunwing's Destination Representatives are available for emergency situations 24 hours a day, 7 days a week to offer assistance. Please note that your failure to report your concerns may preclude your right to a claim. If you require

assistance at one of our U.S. destinations please contact Sunwing toll free at 1-800-668-4224 Mon. – Fri. 8:30 am to 9:00 pm; Sat. 9:00 am to 5:00 pm; Sun. noon – 5:00 pm. All times shown are either Eastern Time or Eastern Daylight Savings Time (Canada) and are subject to change without prior notice.

SERVICE CONCERNS

Sunwing has taken great care in selecting the travel suppliers used and featured in this brochure. If you are concerned with the level of service you received from any of our suppliers, please contact your destination representative immediately and file a complaint notice with the service provider, ensuring that you obtain a copy of your complaint. It is essential that this procedure be followed since the service provider must be given the opportunity to rectify the problem. Should you remain dissatisfied with the service provided, and wish to comment, please send your written comments to your Travel Agent or customerservice@sunwing.ca within 30 days of your return, together with a copy of the notice of complaint you submitted to the service provider, including their response. Any claim received more than 30 days after your return will not be accepted. Sunwing will not be liable for any claims exceeding the amount paid for the services with respect to which you are claiming.

NOTICE TO PASSENGERS

Standards of living and conditions with respect to the provision of utilities, sanitary services and the grading of services such as hotel or cruise accommodation vary considerably from one country to another. In other countries, the uninterrupted supply of water and electricity, local health conditions, levels of security and standards of food and beverages may differ from those enjoyed at home. In tropical climates, insects are commonly found inside and outside of any hotel. Illness or inconvenience resulting from the services provided or omitted at the destination are outside the reasonable control of Sunwing and Sunwing accepts no responsibility for such illness or inconvenience. It is the passenger's responsibility to adhere to the customs, rules and laws of the country he/she is visiting. Should a passenger conduct him/herself in a manner threatening to Sunwing or hotel/cruise line employees and/or other passengers, Sunwing has the right to refuse service or expel him/her from the hotel/cruise line. If this occurs, the passenger is responsible for all costs resulting from said expulsion and no refund will be issued for any unused portion of the passenger's holiday. Sunwing Airlines also reserves the right to off-load belligerent or rowdy passengers from its flights, including if necessary, making intermediate stops to off-load such passengers to the control of local police authorities. In the event of such off-loading, deplaned passengers will not receive any refund for unused air services and will be liable for arranging and paying for their own onward air travel, and liable to the airline for any cost incurred resulting from inappropriate behaviour including, but not limited to, additional landing and fuel charges.

OPTIONAL TOURS, EXCURSIONS AND ACTIVITIES

Release, Waiver, and Indemnity - Any optional and/or physical activity that you choose to undertake at your holiday destination, as a result of your voluntary purchase of an optional tour, excursion or activity inside or outside of your hotel, made either prior to your departure from Canada or in destination, may inherently contain a risk of personal injury, loss or damage to you and/or your personal possessions. You hereby expressly agree to assume the entire risk of any and all such injury, loss or damage which you may suffer during or arising out of your participation in the said optional tour, excursion or activity, howsoever caused. Sunwing makes arrangements with transfer operators, coach companies, destination excursion operators and other independent contractors (hereinafter referred to as the "service providers") to provide services in connection with optional tours, excursions or activities. Sunwing exercises great care in choosing its service providers, but does not have control over them and therefore cannot accept responsibility for, nor can be held liable for, any acts or omissions or negligence of the service providers, their employees, servants, agents, subcontractors or unrelated third parties. Some of these service providers may not be agents or employees of Sunwing, notwithstanding their use of any signage or clothing which may contain the name "Sunwing" or other related trade names or logos. Moreover, these optional tours, excursions and activities are subject to conditions and limitations imposed by the said service providers as well as the laws of the country in which they operate. You hereby release, discharge and indemnify Sunwing from any and all liability or claims of any nature arising out of or in relation to any loss, damage, injury or illness whether physical or mental, resulting from any delay, substitution of equipment, or any act, omission or negligence of service providers, their employees, servants, agents, subcontractors or unrelated third parties resulting from or arising out of any of the optional tours, excursions or activities in which you voluntarily participate and/or any optional tour, excursion or activity arranged at your specific request and/or at your cost, whether booked prior to your departure from Canada or in destination, and you agree to accept all risks associated therewith. You hereby expressly waive any claim against Sunwing for any cause arising out of or related to the actions, omissions, or negligence of any person or party other than Sunwing. Furthermore you understand and agree that before participating in any optional tour, excursion or activity in which you have voluntarily agreed to participate through any request and/or pre-purchase by you for the service, you may be required to sign a written release in destination forever discharging and indemnifying Sunwing from any and all claims of any nature arising out of or

related to any such optional tours, excursions or activities made, and agree to assume all risks associated therewith. You understand and agree that all optional tours, excursions and activities are non-refundable and non-transferable.

REFUNDS FOR UNUSED TRAVEL SERVICES

No refund is made for unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for alternative arrangements. The day of departure is excluded when calculating cancellation or change fees. All cancellation fees will be calculated on the total amount of products and services purchased. We strongly encourage you to purchase travel insurance to provide you with coverage for unexpected developments that may cause you to either cancel your holiday entirely or interrupt your vacation unexpectedly. Please visit www.sunwing.ca/worryfree.asp for a full description of Sunwing's Worry-Free Vacation Security Plan. This travel insurance plan can only be purchased at time of booking.

SUNWING VACATIONS' RESPONSIBILITY

On your behalf, Sunwing arranges with airlines, hotels, cruise lines, transfer companies, baggage handlers and other independent suppliers to provide you with the services you have purchased. Sunwing exercises due care in selecting these companies and pays particular attention to their reputation and reliability. However, Sunwing does not control these suppliers and thus we cannot be held responsible for their performance or lack thereof. Therefore, Sunwing shall not be held responsible for any injury, loss or damage whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, agent, employee or sub-contractor supplying any of these services as part of your Sunwing holiday. Sunwing as the tour operator and/or its agents do not assume responsibility for any claims, losses, damages, costs or expense arising out of personal injury or death, loss of enjoyment, upset, disappointment, illness, distress or frustration whether physical, emotional or mental, resulting from or arising out of any of the following:

- i) Any negligent act or omission by the airlines, transportation companies, coach tour operators, car rental organizations, hotel/resort properties or other suppliers or their personnel or any company or person.
- ii) Government actions, weather, equipment failure, labour disputes, sickness, theft or any other cause beyond our control.
- iii) Failure of the passenger to obtain the necessary documentation or meet the required health regulations in order to complete their travel arrangements.
- iv) Failure of the passenger to arrive at the airport within the time frame stipulated by Sunwing in these Terms and Conditions on the day of departure whether due to missed connections, adverse weather conditions, mechanical failures or any other reason whatsoever.
- v) The need for us to change itineraries or substitute accommodation or services, provided that efforts are made to supply comparable services and accommodations available.
- vi) Cancellation of a tour by Sunwing, provided that full refund of all monies paid is made to the passenger.

While every effort has been undertaken to ensure accuracy, photographs, artist's rendering and written descriptions appearing in Sunwing's brochure and website or any associated website they are representational only and are not a guarantee that everything at the destinations will be exactly as depicted.

ACT OF GOD/FORCE MAJEURE

Sunwing and/or its suppliers cannot assume liability for any loss, damage or injury of any nature in whole or in part resulting from an Act of God or any other Force Majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commotions or disturbances and any other acts of similar nature, sabotage, arrests, strikes or other labour disruptions, restraints of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind or nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities in Canada, United States of America, Mexico, Central America or the Caribbean or any other factor unforeseen by Sunwing that impacts negatively on or hampers its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, Sunwing shall be excused, discharged or released from its performance to the extent such performance is so limited or prevented, without liability of any kind.

LIMITATION OF SUNWING'S LIABILITY

Sunwing's liability for any loss, damage or injury, whether to property, physical or mental, arising from its own acts, omissions or negligence, is limited to the amount you paid to Sunwing for the services with respect to which you are claiming.

INDEMNIFICATION OF SUNWING

The passenger agrees to indemnify and save harmless Sunwing against any liability, actions (including legal fees), claims, losses, costs and damages, which Sunwing may incur, sustain or pay arising out of or in connection with the passenger's negligent or intentional act or omission, in relation to any incident alleged to have occurred in destination and/or in relation to services provided by Sunwing.

APPLICATION

These Terms and Conditions are binding upon all members of the passenger's family, dependants, estate, heirs, successors and legal personal representatives.

FORUM

Your contract with Sunwing is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Further, any claim or action arising out of or relating to your vacation may be filed only in the courts of Ontario and you agree to attorn to the exclusive jurisdiction of such courts.

SEVERABILITY

If any term or condition or any portion hereof is held invalid or unenforceable, the remaining portions of these Terms and Conditions will remain in full force and effect, and, if possible, the portion(s) found unenforceable will be construed in a manner consistent with the remaining portions.

ACKNOWLEDGEMENT

By making a reservation to purchase a holiday product from Sunwing you, the passenger, hereby acknowledge that you have read and accept the Terms and Conditions contained herein.

VALIDITY

These Terms and Conditions are valid for bookings made between Sep 2012 and Oct 2013

Sunwing Vacations Inc.

Administration Telephone: 416.620.4955, or Toll-free: 1.800.668.4224

Ontario Registration # 2476582

Schedule of Change and Cancellation Fees

CHANGE FEES*					CANCELLATION FEES PER PERSON*	
Product	Deposit per person	Type of Change	When the Change is Made	Change Fees**	When Cancellation is Made	Cancellation Fees*
Any Package Holiday or Hotel Only Reservation	\$250	Name Correction	45 days or more before departure	\$50 per file	45 days or more before departure	\$250
			44-21 days prior to departure	\$100 per person		
		Date Change, Hotel or room category change	20 days or less before departure	Full cancellation charges	44-21 days before departure	50% of total price (excluding taxes)
			21 days or more before departure	\$100 per person***		
Air Only Charter Flights	\$250	Any change	20 days or less before departure	Full cancellation charges	20 days until after departure	100% of total price (including taxes)
			45 days or more before departure	\$50 per file	45 days or more before departure	\$250
					44-31 days before departure	30% of total price (excluding taxes)
			44 days until after departure	Full cancellation charges	30-15 days before departure	60% of total price (excluding taxes)
Domestic, Florida, Air Only Scheduled	Full payment at time of	Any change	45 days or more before departure	\$50 per file	45 days or more before departure	\$250
			44 days	Full	44 days until	100% of total

Service Flights booking	until after departure	cancellation charges	after departure	price (including taxes)
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*Deposit requirements, change & cancellation fees can vary for peak departure dates or by select product. Full payment for all products is due at least 45 days before departure, or immediately if booked with 45 days of departure. **If a change involves a difference in the holiday price, the passenger will pay the higher between the original booking price and the revised booking price, plus any additional tourist card fees if applicable. No refunds are issued for changes that result in a lower holiday price. A name change is treated as a cancellation. Please note that all departure taxes and travel related fees are non-refundable.

CRUISE DEPOSITS / FINAL PAYMENTS / CHANGES / CANCELLATIONS - POLICIES

CRUISE LINE	DEPOSIT AMOUNT	FINAL PAYMENT DUE DATE	CANCELLATION #OF DAYS PRIOR TO SAILING	CANCELLATION CHARGES PER PERSON
MSC CRUISES	\$250.00 per/person at time of booking	85 DAYS PRIOR	85-46 days =	loss of deposit
			45-16 days =	50% of total price
			15 days or less =	100% NON-REFUNDABLE
NORWEGIAN CRUISE LINE * Holiday Sailing=Dec 21/2012 & Dec 29/2012	\$250.00 per/person at time of booking	85 DAYS PRIOR (Holiday Sailings *90 days prior)	*90 - 86 days =	loss of deposit
			85-56 days =	loss of deposit
			55-30 days =	50% of total price
			29-15 days =	75% of total price
DISNEY CRUISE LINE	\$400.00 per/person at time of booking	85 DAYS PRIOR	14 days or less =	100% NON-REFUNDABLE
			85 - 45 days =	loss of deposit
			44 - 30 days =	50% of total price
			29 - 15 days =	75% of total price
			14 days or less =	100% NON-REFUNDABLE

Cruise Change Fees: If you wish to make any changes to your confirmed booking before the cancellation period begins, as per Sunwings' payment schedule, we will endeavor to make every reasonable effort to accommodate your request. All changes are subject to availability. Details of the various change fees are available at time of request and may vary depending on the nature of the change and date of your request. Change of name, airline or cruise line departure date, stateroom/suite or hotel subjects the booking to cancellation charges. Any changes that you wish to make to a confirmed booking within the cancellation period set by the relevant cruise line will be treated as a cancellation. Cancellation fees are applicable as outlined above. If the cancellation of one or more passengers alters the stateroom requirements, the passengers still travelling must pay the applicable rate for the accommodation to be occupied & the passenger cancelling must pay the applicable cancellation charge.

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Departing from

Toronto

Going to

Select

☒ Round trip

Departure date

2013/04/16

Return date

2013/04/23

[search](#)

Travel Information

Conditions of Carriage

- As used in this contract, "ticket" means passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means Sunwing Airline undertakes to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the itinerary/receipt issued by or on behalf of carrier, the electronic coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.
- Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.
- To the extent not in conflict with the foregoing, carriage and other services performed by Sunwing are subject to: (i) provisions contained in this ticket, (ii) applicable tariffs, (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier)
- Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations; the agreed stopping places are those places set forth in this ticket
- Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
- Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation, complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt, in case of delay, complaint must be made within 21 days from date the baggage was delivered.
- This ticket is good for carriage only for the as per the dates provided on the ticket, in carrier's tariffs, conditions of carriage, or related regulations.
- Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown on the ticket or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice.
- Passengers shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
- No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

Travel Info

[Baggage Information](#)

[General Info](#)[Baggage Allowance](#)[Restricted Articles](#)[Firearms and Ammunition](#)[Delayed or Damaged](#)[Sports Equipment](#)[Liability Limitations](#)

[Conditions of Carriage](#)

[Exit Row Seating](#)[Flight Reconfirmation and Check in](#)[International Travel](#)[New Carry on Luggage Restrictions](#)

[Special Assistance](#)

[Traveling With a Medical Condition](#)[Travelling with a Wheelchair](#)[Acceptance of Mobility Aids](#)[Oxygen Service](#)[Travelling with Pets and Service Animals](#)[Children Travelling](#)

[Tariffs](#)

As a Canadian carrier Sunwing is required by law to publish its terms and conditions of carriage on this website and make it available for inspection. A tariff is a document that contains published fares, charges and related terms and conditions of carriage applicable to air services.

[Domestic Tariff \(applicable for travel in Canada\)](#)[International Charter Tariff](#)[International Schedule Tariff](#)

[Travelling while Pregnant](#)

[Special Meals](#)

[Obese Passengers](#)

[Travel within Canada](#)

About Us

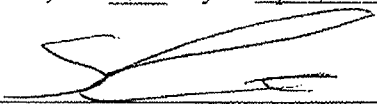
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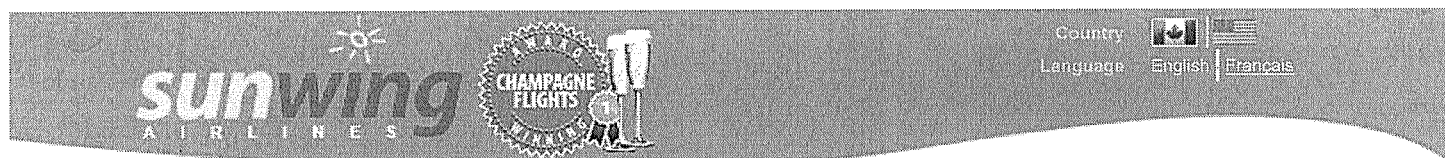
Helpful Links

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- ▶ [Advance seat selection](#)
- ▶ [Check your flight](#)
- ▶ [Frequently Asked Questions](#)
- ▶ [E-Documents](#)
- ▶ [Pre-order DUTY FREE](#)
- ▶ [Sunwing Vacations](#)

This is Exhibit "B" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

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Toronto

Going to

Select

☒ Round trip

Departure date

2013/04/16

Return date

2013/04/23

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Travel Information

Airport & Flight Reconfirmation & Check-in

General Info

To help us provide you better service and on-time departures, we recommend that you check-in at the airline check-in counter by the time shown below prior to your scheduled departure. However, you must also be available for boarding at the boarding gate by the deadline shown below. Failure to meet the applicable deadlines may result in the re-assignment of advance seats, cancellation of reservations and denied boarding and ineligibility for denied boarding compensation.

Check-in times

- Check-in opens 3 hours prior to scheduled departure
- Check-in closes 60 minutes prior to departure for all flights from all airports in all countries.
- Latest time at the gate for boarding is 30 minutes prior to departure

We want to ensure your flight departs on schedule so it is important that you check-in and board the aircraft on time.

Important notes for check-in

Early check-in is recommended to enable you to complete security checks and get to your gate on time. If you are not in possession of a boarding pass by the time indicated, you will not be accepted for the flight. Please make a member of Sunwing Airlines staff aware if you are waiting in line and expect that you will arrive too late to check-in.

Important notes for boarding

Once you have checked-in for your flight, please ensure that you go directly through security to the departure lounge, making sure you arrive at the boarding gate not later than 30 minutes prior to scheduled departure. Passengers who arrive at the boarding gate after the gate has closed will not be accepted for travel.

Reconfirmation

Reconfirmation of your reservation is not required, however we recommend you reconfirm your flight times by visiting one of the following websites:

Travel Info

Baggage Information

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ONTARIO		AIRPORT WEBSITE
Toronto		http://www.gtaa.com/en/home
Ottawa		http://www.ottawa-airport.ca
Sudbury		http://www.city.greatersudbury.on.ca
London		http://www.londonairport.on.ca
Sault Ste. Marie		http://www.saultairport.com
Kitchener/Waterloo		http://www.waterloairport.ca
Hamilton		http://www.flyh.ca
Windsor		http://www.wgq.ca
QUEBEC		AIRPORT WEBSITE
Quebec City		http://www.aeroportdequebec.com/Himl/en-ca/index.shtml
Montreal		http://www.admt.com/passager/home.aspx
Baggotville		http://www.aeroportbaggotville.com
Val Dor		http://www.arvo.qc.ca/Ang/index.html
NOVA SCOTIA		AIRPORT WEBSITE
Halifax		http://www.hiaa.ca
Sydney		www.sydneyairport.ca
NEWFOUNDLAND		AIRPORT WEBSITE
St. Johns		http://www.stjohnsairport.com
Gander		www.ganderairport.com
Deer Lake		www.deerlakeairport.com
Stephenville		www.cvt.com
NEW BRUNSWICK		AIRPORT WEBSITE
Moncton		http://www.gmia.ca
Saint John		www.saintjohnairport.com
Fredericton		www.frederictonairport.ca
MANITOBA		AIRPORT WEBSITE
Winnipeg		www.waa.ca

- [Travelling while Pregnant](#)
- [Special Meals](#)
- [Obese Passengers](#)
- [Travel within Canada](#)

	P.E.I. Charlottetown	AIRPORT WEBSITE www.charlottetownairport.pe.ca	
	BRITISH COLUMBIA Vancouver	AIRPORT WEBSITE www.yvr.ca	
	Kelowna	www.kelownairport.com	
	Comox	www.comoxairport.com	
	Victoria	www.victoriaairport.com	
	SASKATCHEWAN Regina	AIRPORT WEBSITE www.yqr.ca	
	Saskatoon	www.vxe.ca	
	ALBERTA Edmonton	AIRPORT WEBSITE www.edmontonairports.com	
	Calgary	www.calgaryairport.com	

Sunwing Airlines
Reconfirmation Number 1 877 978 6946

Flight status

Departure Date:

Today

Flight Number:

WG

Departure Airport:

Arrival Airport:

search

About Us

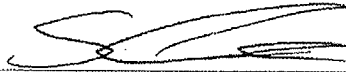
- ▶ About us
- ▶ Privacy policy
- ▶ Site map
- ▶ Careers
- ▶ Taxes and fees breakdown

- ▶ Contact us
- ▶ Our fleet
- ▶ Route map
- ▶ Press releases
- ▶ Sunwing Airlines optional services

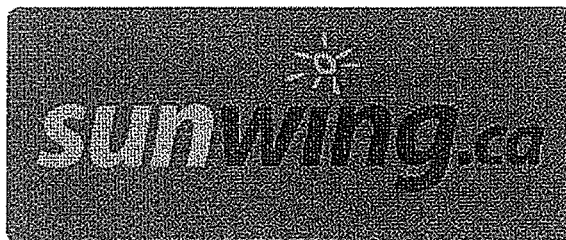
Helpful Links

- ▶ Web check-in
- ▶ Advance seat selection
- ▶ Check your flight
- ▶ Frequently Asked Questions
- ▶ E-Documents
- ▶ Pre-order DUTY FREE
- ▶ Sunwing Vacations

This is Exhibit "C" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits



Sunwing eDocument Booking Confirmation and Itinerary

IMPORTANT PASSENGER INFORMATION: This document along with proper valid identification **MUST** be presented at Airline check-in counter for **ALL FLIGHTS**.

Booking Number: 58187993
Issued Date: 15APR2013 12:56 PM
Departure Date: 29JUL2012

Agency Information:

Number: 4166203380
Agent: SIREV
SUNWING.CA
27 FASKEN DRIVE
TORONTO, ON

Flight Itinerary

Flight #1: SUNWING AIRLINES 200 on 29JUL2012

Departs: TORONTO (YYZ) at 11:00 PM from terminal 1
Arrives: LONDON GATWICK (LGW) at 11:20 AM

MR RAYMOND PAUL NAWROT Birth date: 04OCT1959 Seat: 15A
MISS KRISTINA MARIE NAWROT Birth date: 17DEC1995 Seat: 15C
MISS KAROLYN THERESA NAWROT Birth date: 28JUN1997 Seat: 15D

Airport Information for TORONTO on SUNWING AIRLINES:
Recorded flight arrival and departure information: 1-877-978-6946

Baggage Allowance:
Allowable total weight per person is 25KG
Allowable number of items per person is 2

Flight #2: SUNWING AIRLINES 201 on 10AUG2012

Departs: LONDON GATWICK (LGW) at 12:20 PM from terminal NORTH
Arrives: TORONTO (YYZ) at 3:35 PM

MR RAYMOND PAUL NAWROT Birth date: 04OCT1959 Seat: 16D
MISS KRISTINA MARIE NAWROT Birth date: 17DEC1995 Seat: 16C
MISS KAROLYN THERESA NAWROT Birth date: 28JUN1997 Seat: 16A

Airport Information for LONDON GATWICK on SUNWING AIRLINES:
For flight arrival and departure information please visit
www.gatwickairport.com/flights/departures/ or dial 00800 7869 9464

Baggage Allowance:
Allowable total weight per person is 25KG
Allowable number of items per person is 2

Important Information

Airline Information Guide

TRAVEL DOCUMENTATION

It is your responsibility to determine what documentation is required for travel to your destination and for your return to Canada. Sunwing Vacations will assume no responsibility whatsoever for passenger(s) denied carriage by the airline or refused entry into any country. Sunwing Vacations strongly recommends that you carry a valid passport when travelling outside of Canada. Please note that several countries now require that your passport be valid for up to six months after the completion of your travel in order to be accepted by them as a valid travel document. If your passport is damaged in any way, you may be denied boarding and you will be responsible for all costs associated with a new passport and a replacement holiday.

AIRPORT CHECK-IN

It is strongly recommended that all passengers arrive 4 hours prior to departure to allow check-in and to ensure adequate time to pass through airport security. For all airports within Canada and overseas, the check-in desk will be open 4 hours prior to departure and close 1 hour prior to departure. All passengers arriving after the check-in desk closes will be denied boarding. Remember to check your flight itinerary for your departure airport / terminal and reconfirm your flight(s).

RECONFIRMATION NUMBERS

For both "packaged tours" and "air only" passengers, flight schedules are subject to change with or without notice. As a result, you **MUST** reconfirm your flight time(s) 12 HOURS prior to your departure and return flights. Air only passengers please provide your Travel Agent with your destination contact telephone number prior to your departure. This will allow us to contact you with any flight changes however, it is still your responsibility to reconfirm your flight time 12 HOURS prior to departure.

FLIGHT INFO

For additional flight information such as: check-in, baggage allowance, pets, in-flight services, pregnancy, children and infants and special needs, please visit the airline website.

If you miss your first flight shown on this ticket, you must contact our office at 1.800.668.4224 or 416.620.5999 immediately to avoid cancellation of remaining flights on your ticket. No refund will be issued for unused services.

TRAVEL TIPS

Based upon your arrival it is possible that your room may not be ready when you arrive at the hotel. Your hotel voucher will indicate both your check in and checkout dates and times. If your room is not ready upon your arrival, you will be able to enjoy many facilities at your resort, such as the lobby, bar, restaurants or pool. Therefore, pack your bathing suit and shorts in your carry-on bag so that you can enjoy the facilities until your room is ready. If the hotel's checkout time differs than your return flight time, you will be required to check out of your room as indicated on your hotel voucher. Please note that many hotels will offer hospitality areas for passengers however this arrangement is solely at the discretion of the hotel.

PREBOOKED SEAT SELECTION

Seat Selection is available at a nominal fee and may be reserved up to 4 HOURS prior to departure. Talk to your Travel Agent or call Sunwing 1.800.668.4224 or 416.620.5999 / Signature 1.800.268.7063 or 905.602.0893 during opening hours. For your convenience, seat selection is also available to be booked on-line at www.sunwing.ca / www.signature.ca

BAGGAGE

Carry-on Baggage

In accordance with the Transport Canada Carry-on Baggage Program, each customer is permitted only one piece in the cabin and this may be no larger than 9" x 16" x 20" or 23cm x 40cm x 51cm and weigh no more than 5kgs or 11lbs total. Baggage in excess of these specified amounts will be charged at the applicable airline rate per kg for each direction. Bags that are excessively heavy may need to be checked. Please note that due to mandatory passenger security screening or secondary passenger security screening, passengers may not be permitted to carry liquids, lotions or gels purchased as duty free items onboard as carry-on baggage.

Dangerous goods

Please note that Sunwing Airlines does not accept the carriage of dangerous goods or live animals.

Infants

There is no baggage allowance for infants.

TERMS AND CONDITIONS

The complete Terms and Conditions for your holiday can be found online at Sunwing www.sunwing.ca / Signature www.signaturevacations.com. Please remember that it is your responsibility to read these important terms before travelling.

Advice to International Passengers on Limitation of Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provision of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the Country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of, or personal injury to, passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. The limit of liability of U.S. \$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in a country where provision is made for separate award of legal fees and cost, the limit shall be the sum of U.S. \$58,000 exclusive of legal fees and costs.

For such passengers travelling by carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately U.S. \$10,000 or U.S. \$20,000. The names of carriers, parties to such special contracts, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative. NOTE: The limit of liability of U.S. \$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in State where provision is made for separate award of legal fees and costs, the limit shall be the sum of U.S. \$58,000 exclusive of legal fees and costs.

NOTE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately U.S. \$9.07 per pound (U.S. \$20.00 per kilo) for checked baggage and U.S. \$400 per passenger for unchecked baggage.

For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least U.S. \$1,250 per passenger. Excess valuation may not be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs, and in most cases limits the liability of carriers for death or personal injury and in respect of loss of, or damage to, baggage. See also notices headed "Advice to the International Passengers of Limitation of Liability" and "Notice of Baggage Liability Limitations".

CONDITIONS OF CONTRACT

1. As used in this contract "ticket" means this passenger ticket and baggage checked, of which these conditions and the notices form part; "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry, or undertake to carry the passenger or his baggage hereunder or perform any other services incidental to such air carriage; "WARSAW CONVENTION" means the Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.

2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.

3. To the extent not in conflict with the foregoing, carriage and other services performed by each carrier are subject to (I) provisions contained in this ticket, (II) applicable tariffs, (III) carriers conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables, carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket, the agreed stopping places are those places set forth in this ticket or as shown in the carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers regarded as a single operation.

5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its agent.

6. An exclusion or limitation of liability of carrier shall apply to, and be for, the benefit of agents, servants, and representatives of carrier and any person

whose aircraft is used by carrier for carriage and its agents, servants and representatives.

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation, complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt, in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetable or elsewhere are not guaranteed and form no part of this contract. Carrier may, without notice, substitute alternative carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

10. Passengers shall comply with Government travel requirements, present exit, entry or other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

12. Certain Governments impose operational restrictions on charter flights. This means that you may be required to travel both ways with the same party regardless of how many trips your group has booked. The carrier may not be able to entertain requests for changes on return flights and in such case cannot be held responsible for passengers who either miss a return flight or wish to return earlier than planned for any reason whatsoever.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS. SOLD SUBJECT TO TARIFF REGULATIONS.

Excess Baggage Fees

When travelling on Sunwing, the size and number of bags you may check is limited by the free baggage allowance. If your baggage exceeds this free allowance, you will be charged an excess baggage fee as follows:

Baggage and Irregular Items Limitations and Charges				
Category	Domestic/Trans-border	International	International (Europe)	
Excess Baggage Charge	\$10 per kg Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded	\$20 per kg Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded	\$20 per kg Excess charges apply if 25kg weight limit is exceeded	
Sports Equipment				
Golf Clubs (Maximum Weight 20 kg) Limited to a regular sized golf bag consisting of: 14 clubs 12 golf balls 1 pair of shoes	Free Excess charges apply if 20 kg weight limit is exceeded	Free Excess charges apply if 20 kg weight limit is exceeded	Free Excess charges apply if 20 kg weight limit is exceeded	
Bicycles (Maximum weight 20 kg) (Maximum weight 20 kg) 1 bicycle per person, not including related equipment such as helmets, pads, spare tires, etc	\$ 30.00 flat rate at Canadian gateway. No charge on return Excess charges apply if 20 kg weight limit is exceeded	\$ 30.00 flat rate at Canadian gateway. No charge on return. Excess charges apply if 20 kg weight limit is exceeded	\$ 30.00 flat rate at Canadian gateway. No charge on return. Excess charges apply if 20 kg weight limit is exceeded	
Scuba (Maximum weight 20kg) Limited to scuba equipment only, i.e. mask, weight belt, fins.	Free Excess charges apply if 20 kg weight limit is exceeded	Free Excess charges apply if 20 kg weight limit is exceeded	Free Excess charges apply if 20 kg weight limit is exceeded	
Skis	No handling charge. Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded	No handling charge. Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded	No handling charge. Excess charges apply if 25 kg weight limit is exceeded	
Oversized Sports Equipment (kayaks, windsurfers, surfboards) 1 Kayak, not including separate equipment such as helmets, paddles, life preservers etc. Surfboards may not be	\$100.00 flat rate per item, each way.	\$100.00 flat rate per item each way to be collected for all legs of the flight, at the point of origin (total \$200.00)	\$100.00 flat rate per item each way to be collected for all legs of the flight, at the point of origin (total \$200.00)	

more than 12 feet long.
Windsurf equipment to
consist of 1 windsurf board
1 mast boom and/or sail

Musical instruments
which exceed carry-on
dimensions of 9"x16"x20"
and/or weight limitation of
10 kg

**Baby/infant
Accessories**
(stroller, car seat, playpen)

No handling charge. Excess
charges apply if 20kg (30kg
for Elite Plus) weight limit is
exceeded

One item per infant free
No free allowance is
permitted for children under
2 years of age with no paid
seat. For infants with paid
seats Excess weight
charges apply if 20 kg (30 kg
for Elite Plus) weight limit is
exceeded

No handling charge.
Excess charges apply if
20kg (30kg for Elite Plus)
weight limit is exceeded

**One item per infant
free**
No free allowance is
permitted for children
under 2 years of age
with no paid seat. For
infants with paid seats
Excess weight charges
apply if 20 kg (30 kg for
Elite Plus) weight limit is
exceeded

No handling charge.
Excess charges apply if
25kg weight limit is
exceeded

**One item per infant
free**
No free allowance is
permitted for children
under 2 years of age
with no paid seat. For
infants with paid seats
Excess weight charges
apply if 25 kg weight
limit is exceeded

Hunting Equipment
Firearms can only be
admitted in cargo and
packed in a rigid case with
proper identification.
Ammunition is forbidden.
The firearms case may
only contain the firearm

No handling charge Excess
charges apply if 20 kg (30 kg
for Elite Plus) weight limit is
exceeded

No handling charge
Excess charges apply if
20 kg (30 kg for Elite
Plus) weight limit is
exceeded

No handling charge
Excess charges apply if
25 kg weight limit is
exceeded

Passengers are required to show their receipt as proof of payment for the return sector when round trip
charges have been applied at the outbound Canadian gateway.

Toronto Airport Parking Coupon



PARK'N FLY
AIRPORT PARKING

SUNWING

\$7⁹⁵
DAY

COUPON CODE: 461315

PLUS - 6th & 7th Day FREE!

\$69⁹⁵
WEEK

\$17.95/DAY COUPON CODE: 449633

SAVE up to \$61⁷⁵

4 DAY VALET SPECIAL

\$54⁹⁵*

COUPON CODE: 449637

Economy

Choose your own spot in our well lit, fenced compounds. Our 24hr shuttle gets you closer to your flight, day or night.

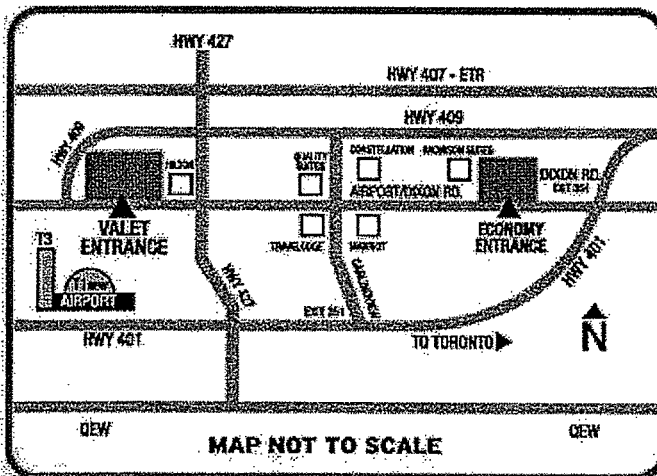
Valet Drop 'N Go®

Our premium service. Hand us the keys, we do the rest! Dedicated 24hr shuttle departs from Valet every 8 minutes - guaranteed.

This coupon must be presented at check out to receive this offer.

PARKING CONDITIONS: Charge begins at time of check in and is based on a minimum 24-hour period. One week equals 7 consecutive 24-hour periods. Limit one coupon per parking transaction. Not valid with any other discount or promotion. Parking rates subject to surcharges. All rates and surcharges are subject to applicable taxes. Rates subject to change without notice.

*Weekend package requires a Saturday night stay. **Expires May 31, 2013.**



ECONOMY

626 Dixon Road, Etobicoke Tel: 905-677-9143

DIRECTIONS

FROM SOUTH: 427 N to Dixon Rd., turn right.
FROM EAST: 401 W to Dixon Rd., lot on right.
FROM WEST: 401 E to Dixon Rd., turn left.
FROM NORTH: 400 S to 401 W to Dixon Rd.

VALET

5815 Airport Road, Mississauga Tel: 905-677-9143

DIRECTIONS

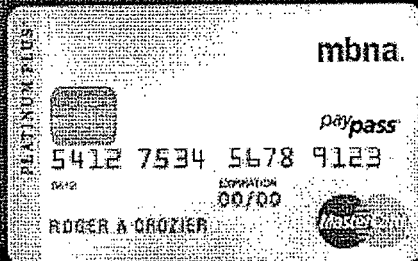
FROM SOUTH: 427 N to Dixon Rd., turn left.
FROM EAST: 401 W to 409 W to Airport Rd., turn left.
FROM WEST: 401 E to 427 N to Dixon Rd., turn left.
FROM NORTH: 400 S to 401 W to 409 W to Airport Rd., turn left.

parknfly.ca



TRAVEL NOW. TAKE 10 MONTHS TO PAY.

BE GOOD WITH MONEY.™



The MBNA Platinum Plus® MasterCard® credit card

You've purchased your ticket — why not transfer* the balance from the credit card you just used to the MBNA Platinum Plus® MasterCard® credit card, and take advantage of a 0%^a promotional annual interest rate[†] (AIR) for 10 months?

In case you need some extra cash for your trip, you'll also get the same great AIR on access cheques and deposits.

Enjoy these great benefits:

- Around-the-clock fraud protection
- Online access to your credit card account

For more information, visit www.mbna.ca/sunwing or call 1.877.428.6060^b. Please mention priority code CM5M.

^a The Standard Annual Interest Rates (AIRs) for this product are 17.99% for purchases and 19.99% for Balance Transfers, Cash Advances, Access Cheques and Deposits.

^b By telephoning to apply for this credit card, you consent to the collection, use and processing of information about yourself by MBNA, its affiliates and agents, their respective agents and service providers, and to the sharing of such information with third parties for marketing purposes, in relation to processing your application and, if approved, administering and servicing your account. You also acknowledge that the account, if approved, will not be used by third parties for any purpose not designated by you, and that only in accordance with MBNA policies and procedures may this be done.

^c This promotional rate will only apply to eligible balance transfers, access cheques and deposits for post-purchase accounts within 60 days of your account opening. Following the promotional period, the standard annual interest rate(s) for balance transfers, access cheques and deposits will apply to new and then outstanding balances. You will lose the benefit of the promotional rate if you fail to make your payment due on or before the promotional period ends.

^d A transaction fee may apply.

Information is current as of January 2012, and is subject to change. The Toronto-Dominion Bank is the exclusive issuer of the credit card. MBNA is a division of The Toronto-Dominion Bank.

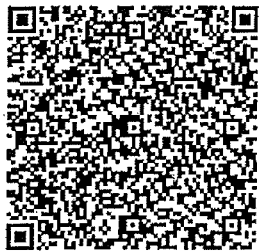
All trade marks and the presence of trademarks are owned.

© 2012 MBNA and other trade marks are the property of The Toronto-Dominion Bank.

mbna

Win Your Next Holiday!

Scan this QR code with your smartphone for a chance to win an all inclusive vacation for two. Or you can also visit www.sunwing.ca to submit your entry.



This is Exhibit "D" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits



Sunwing Airlines Terms & Conditions for "Web Check-in"

1. Web check-in is available between 4 hours prior to and up to 90 minutes prior to the scheduled departure time of your Sunwing Airlines flight from Toronto (YYZ), Montreal (YUL), Vancouver (YVR), Ottawa (YOW), Winnipeg (YWG), Quebec City (YQB) to all destinations.

2. Sunwing Airlines is pleased to offer "web check-in" to the following passengers:

- Passengers who hold a confirmed reservation prior to 24 hours before flight departure and are in possession of e-ticket documents for your flight operated by Sunwing Airlines. Passengers booked after 24 hours will be accommodated for check-in at the Sunwing Airlines check-in counter.
- Passengers who are travelling with an infant (0 – 24 months old) will receive a web check-in boarding pass for the flight.

For flights to the USA passengers travelling with infants using the web check-in will only receive a web check-in confirmation. This web check-in confirmation must be exchanged at the airport for a boarding pass.

- Passengers departing from Toronto (YYZ), Montreal, Dorval (YUL), Vancouver (YVR), Ottawa (YOW), Winnipeg (YWG), Quebec City (YQB) on a route on which Sunwing currently offers web check-in.

3. Please note, you are required to check-in at the Sunwing Airlines check-in counter if your e-ticket documents contain a special request such as:

- Wheelchair assistance or special assistance to board the flight.
- Unaccompanied Minors assistance.

At this time, all travel documents, specific medical certificates, or travel documents pertaining to the "special need" will be checked and verified. For special needs, please contact specialservices@sunwing.ca

4. Passengers born in Cuba require special "permission" granted and stamped by the Cuban Authorities, regardless of holding Canadian or USA citizenship. These passengers are unable to access the web check-in and must check-in at the Sunwing Airlines check-in counter.

5. Your flight is closed for web check-in 90 minutes prior to scheduled departure time.

6. Your e-ticket documents and travel documents will be checked and verified by the Sunwing Agent at the Sunwing Airlines counter, "Web / Kiosk Baggage Drop" position.

7. We recommend that you arrive at the airport 3 hours prior and no later than 2 hours to the scheduled departure time of your flight.

8. Proceed to the Sunwing Airlines check-in counter, "Web / Kiosk Baggage Drop" position to have your baggage weighed, tagged and checked in and e-documents verified. Check-in closes 1 hour to prior to departure.

9. All check-in and carry-on baggage will be weighed and tagged.

10. Each person traveling must be present at the airport to drop off his/her baggage for the flight.

11. Your free combined baggage allowance for Elite passengers is 25kg, checked and carry-on baggage. 2 checked bags and one carry-on. For Safety reasons, a checked bag must not exceed 32kg.

12. Passengers who have purchased the Elite Plus package are eligible for free combined baggage allowance of 35kg, checked and carry-on baggage. 2 checked bags and one carry-on. For safety reasons, a checked bag must not exceed 32 kg.

13. Excess baggage charges will apply if the free baggage allowance is exceeded. Charges of \$20.00 per kg on International flights and \$10.00 per kg on Domestic and flights to the USA.

Any further information, please refer to [Sunwing Baggage Information](#).

14. Carry-on baggage is restricted to one standard article with maximum dimensions of 23 x 40 x 51 cm (9 x 16 x 20 in). The weight of a Carry-on bag cannot exceed 5kg. Any carry-on bag that exceeds these specified limits must be prepared for check-in and will be charged at the applicable airline rate per kg, for each direction.

15. Sunwing reserves the right to refuse acceptance of baggage if it does not conform to [Sunwing Baggage Policies](#).

16. Sunwing does not allow hazardous material or dangerous goods on flights. If you are unsure of what items are not allowed on the aircraft please check the [Sunwing Baggage Policies/Dangerous Goods Policies](#) and [Canadian Air Transport Security Authority \(CATSA\)](#).

17. Questions regarding any potentially hazardous material or Dangerous Goods in checked or carry-on baggage may be directed to Toronto Sales Centre at 1-800-668-4224 or the Montreal Sales Centre at 1-888-822-2623.

18. Please allow yourself enough time to go through the Airport Security Screening Process. Any further information, please refer to [Canadian Air Transport Security Authority \(CATSA\)](#)

19. If you are traveling without checked baggage and you have used the Sunwing Airlines "Web check-in", proceed to the "Web / Kiosk Baggage Drop" position at the airport, where your carry-on baggage will be tagged and the dimensions verified. Your travel documents will be checked at this time.

20. Arrive at the boarding gate no later than 1 hour to the schedule departure time of your flight. The time to report at the gate is shown on your boarding pass.

21. Sunwing Airlines cannot delay, "hold" flights for passengers arriving late to the airport for their flights.

22. No responsibility can be accepted in such cases where,
- You fail to arrive at the boarding gate in time for your flight.
- You do not check-in your baggage prior to the closure of your flight 1 hour prior to scheduled departure time.
- You do not hold valid travel documents, including visas to enter your destination and valid documents including valid Permanent Residence Cards for your return to Canada if you are a landed immigrant. For further information on documentation, please refer to [International Travel](#) or [Travel within Canada](#)

23. In the event that the designated aircraft operating a particular flight is changed with another aircraft with different seating configuration, Sunwing reserves the right to change the seats selected by the passenger through the web check-in facility.

24. Sunwing may also change the seat selected by a passenger during web check-in or otherwise, for Safety, Security and Regulatory reasons. For more information, please refer to the [Transport Canada](#) and [CATSA](#) websites.

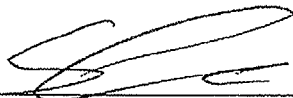
25. Sunwing may also change your seat selected on the web check-in if flights are amalgamated. If your seat has to be changed Sunwing will do the best to assign a seat close to what you originally had selected on the web check-in.

26. A secondary check of your travel documents will be conducted at the boarding gate before you board the aircraft.

27. If you have already checked in on the web check-in and you have to cancel your booking please contact the Toronto Sales Centre at 1-800-668-4224 or the Montreal Sales Centre 1-888-822-2623 in order to be removed from the flight passenger checked in list.

28. Web check-in is not available for group bookings consisting of 10 passengers or more.

This is Exhibit "E" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

MLFIT

c2

SUNSHINE, CA

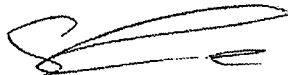
27 PASHEN DRIVE

TORONTO ON CA


Q

NO SHOW

This is Exhibit "F" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.

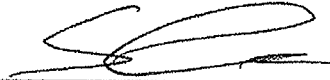


A Commissioner for Taking Affidavits

	SUNWING VACATIONS		KLM/FIT		C
Booking	SR187993	Client	AG 4165203380	SUNWING.CA	
Status	OK	Agent	EIRBY	27 FASHER DRIVE	
PNR		Group		TORONTO, ON CA	

[illegible][illegible]

This is Exhibit "G" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

There has been a change to our flight schedule:

29-Jul-2012 WG200 departing from Toronto - Pearson at 22:45 will arrive in London - Gatwick at 12:00.

This does not require any action on your part.

Based on information at 29-Jul-2012 11:21 PM.

Note: We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 23:25 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 10:24 AM.

Note: We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 00:55 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 11:48 AM.

Note: We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 01:45 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 07:39 PM.

Note: We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

There has been a change to our flight schedule:

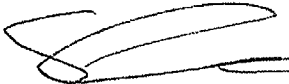
10-Aug-2012 WG201 departing from London - Gatwick at 02:25 will arrive in Toronto - Pearson at 05:40.

This does not require any action on your part.

Based on information at 10-Aug-2012 02:27 PM.

Note: We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

This is Exhibit "H" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits



DESTINATIONS QCM

NO-SHOW PASSENGER LIST AND BOOKING REFERENCE

- [REDACTED] 59131803
- [REDACTED] 59131803
- [REDACTED] 59131803
- [REDACTED] No Sunwings booking ref but has LGW PNR-ref 839190
- [REDACTED] not on pax info website. LGW PNR-ref 914308

However looks to have travelled on SWG259/09AUG – ref 59066993

- [REDACTED] No Sunwings booking ref but has LGW PNR-ref 914254
- [REDACTED] No Sunwings booking ref but has LGW PNR-ref 914254
- [REDACTED] No Sunwings booking ref but has LGW PNR-ref 914254
- NAWROT/KAROLYNTERESA 58187993
- NAWROT/KRISTINAMARIE 58187993
- NAWROT/RAYMONDPAUL 58187993
- [REDACTED] 58560053

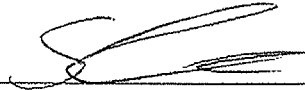
STAND-BY PASSENGER LIST

- nil
-
-

GO-SHOW PASSENGER LIST AND BOOKING REFERENCE

- [REDACTED] 58605623
- [REDACTED] 58878163
- [REDACTED] 59188363
- [REDACTED] 56797863
- [REDACTED] 56797863
- [REDACTED] 56797863
- [REDACTED] 58605623

This is Exhibit "I" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

DATE:	10 Aug 12	SHIFT:	Night	PSS:	Vic
--------------	------------------	---------------	--------------	-------------	------------

	<u>Flight</u>	<u>Route</u>	<u>STD</u>	<u>ATD</u>	<u>Delay</u>	<u>Delay2</u>	<u>Delay3</u>
1	SWG201	1225	0225				
2							
3							
4							

RESOURCING ISSUES:

STAFFING LEVELS:	2 on night shift 3 staff stayed on as delay to SWG201 also borrowed 2 night shift from TCX 3 staff overslept and one had car trouble early morning.
-------------------------	---

SICKNESS/ ABSENCE:	
---------------------------	--

BELT/ SYSTEM PROBLEMS:	Belt Switch ok at 0150L
-------------------------------	-------------------------

OTHER INFORMATION:

OTHER INFO	Sunwing flight ok most pax checked in by 0030 closed flight at 0125. 4 pax turned up 15 mins after closure time checked with dispatcher who advised most pax boarded so denied them travel. Inbound came in 30 mins early with 1 unmin 13 pax given Taxi to dest as per email from YYZ. <div style="background-color: black; width: 100%; height: 40px;"></div> <div style="background-color: black; width: 100%; height: 20px;"></div> , and starting at 0300 all overslept. late due to flat car battery.		
CUSS	TOTAL PAX		TOTAL CUSS

SIGNED

Vic

This is Exhibit "J" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

From: Raymond Nawrot [<mailto:raytech@sympatico.ca>]
Sent: August 11, 2012 4:21 AM
To: Online Bookings
Subject: STRANDED IN LONDON GATWICK

I am here stranded at LGW with my 2 daughters.

I received 4 emails from sunwing indicating departure was delayed..... each notification had the departure later and later with the final notification indicating the departure time being 0225. I arrive at the airport at 0115.

On arrival the checkin counter was all closed..... the plane was at the gate and I was not allowed to board with my 2 young daughters.

The 'supervisor' was not cooperative at all and I was in shock when I was not allowed to board.

I did provide sunwing with my cell number as per a request I received which was meant to notify me of any schedule changes.

So the flight was 13 hours late, the departure time was changed 4 times and now I am stuck here at Gatwick airport, there was another gentleman who was denied boarding as well.

I might also add, that the sunwing and gatwick airports website did not have any updated information... it was not updated. There was so much confusion that after trying to find out what the status of the flight was, I ended up having a friend in Toronto contact sunwing to find out what was going on. My friend eventually got through to a live person 35 minutes later and the contact at sunwing had admitted there were problems with what the status of the flight and what the sunwing website had reflected.

Please, I am stuck here with my 2 young daughters and understand there is another flight departing LGW today around 8pm London time.

This whole situation was clearly not the fault of myself but rather all the different departure times and inconsistencies with the sunwing, and LGW departure information.

I would also like to add that the people working for you here in London were quite uncooperative and almost hostile.... all I want is to go home.

Can I get on the flight wg201 which departs LGW at 2015 with my 2 daughters?

I can be reached on my cell phone (the one you have on file) at 416-356-1703.

In all there are 4 of us denied boarding the flight to Toronto although the latest email I received indicated a 0225 departure and we arrive just shortly after 0100.

Please help us out.

Regards,
Raymond Nawrot

To: Sunwing Airlines Customer Service
27 Fasken Drive,
Toronto, ON,
M9K 1K6

From: Raymond Nawrot
12 Leland Ave,
Toronto, ON,
M8Z 2X5

(416) 233-8406
Ray.Nawrot@gmail.com

October 19th, 2012

To Khadean,

Thank you for reviewing my file, booking number 58187993. Your correspondence indicates that Sunwing is willing to provide me with compensation for the unused portion of our tickets, and a travel voucher for future bookings based on its policy that travellers are responsible for arriving at the check-in desk between 1-3 hours before the flight's departure.

While I appreciate your commitment to resolving this issue, I find Sunwing's offer to be unsatisfactory as it is premised on the misconception that my daughters and I are in part to blame for being denied boarding to our flight home. In Sunwing's policy that you sent me it states that:

'Check-in commences approximately three hours prior to departure and closes 60 minutes prior to departure. You are required to have obtained your boarding pass and to have presented all checked baggage before the 60 minute cut off/check-in deadline. For security reasons, you will be denied boarding if you have not checked in within that time.'

The fact is that my daughters and I did arrive at the check-in desk in good time for the flight, specifically nearly an hour and a half before its scheduled departure. It is my firm belief that on this occasion Sunwing representatives chose to close the check-in desk earlier than company policy, for reasons I can only speculate but perhaps due to the flight being rescheduled to leave very late at night (0235). As I indicated in my first letter of correspondence to you, my daughters and I were not the only passengers who found themselves denied boarding at this time.

My daughters and I complied with your company policy by arriving nearly 90 minutes prior to departure. We did so despite the fact that the flight had been rescheduled on four different occasions. We were diligent in following the itinerary updates and we made sure that we arrived at the airport in sufficient time to check in. We had absolutely no control over the decision made by Sunwing's airport representatives to close the check-in desk early. The Sunwing check-in desk should have remained open until 0135 hours.

Under the circumstances, I am not accepting your offer of compensation.

Sunwing is completely responsible for failing to keep its check-in desk open until 60 minutes prior to departure and, as a result of that failure, Sunwing is completely responsible for reimbursing the entire amount of the additional expenses that I was forced to incur:

Item	Cost	Cost in CAD
1 night at Holiday Inn Express North Acton	£99	\$157.48
2 nights at London Gatwick's Solitel	£291.60	\$463.89
3 one-way tickets from London Heathrow to Toronto Pearson	\$3858.93 (US)	\$3834.40
TOTAL:		\$4455.77

Note: I used www.xe.com to convert these figures, which are accurate at time of writing.

If Sunwing is unwilling to fully compensate me for my expenses, then I will be forced to pursue this matter in Small Claims Court. Indeed, I challenge Sunwing to review the check-in records for my flight from LGW to YYZ to see when the last passenger was checked-in.

I thank you for your continued commitment to resolving this issue,



Raymond Nawrot

January 21, 2013

Mr. Mark Williams
President, Sunwing Airlines
31 Fasken Drive,
Toronto, Ontario
M9W 1K6

Re: file #58187993

Dear Mr. Williams:

Thank you for your response dated January 3, 2013.

Contrary to the information you received, I must insist that myself and my two daughters (ages 17 and 15) who can both collaborate on our arrival time of 01:10.

In addition there was also another traveler who arrived at 01:15 who was also surprised to find the check in counter closed, he too was denied boarding.

Both my family and the other traveler *were* at the check in counter well before the cutoff time. I have been in touch with this traveler since the beginning of our ordeal.

Mr. Williams, if you are not prepared to resolve this matter to our satisfaction, I will have no choice but to file a complaint with the Canadian Transport Agency.


A prompt response to this matter would be greatly appreciated.

Regards,



Raymond Nawrot
12 Leland Avenue
Toronto, ON M8Z 2X5
(416) 233-8406
ray.nawrot@gmail.com

This is Exhibit "K" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits



00:25

Capt Sign	Date	11-08-12	1/1
EAA/DOV/001		Rev.01 - 07/07/2009	



CCR. B

1009/06

CABIN CREW REPORT

C/G

CAPTAIN

CS -

Date

TFT

11/08/12

FL. N°	SWG	201	From	LGW	To	442	P	C	+	Y	289	+	6
FL. N°			From		To		S	C	+	Y		+	
FL. N°			From		To		G	C	+	Y		+	
FL. N°			From		To		R	C	+	Y		+	

P N C

A2		B1		E1	
		B2		E2	
				E3	
				E4	

C	CABIN	✓	The cleaning was not very good Seat pockets in some seats were dirty.
L	W. C.	✓	
N	STOCK	✓	
N	SEAT POCKET	✓	
C	SPEC. MEALS	✓	7
T	PSGR MEALS	✓	
R	CREW MEALS	✓	
N	EQUIPMENT	✓	
G	OTHERS	✓	
B	DUTY FREE	✓	7
A	DRINK BAR	✓	
R	HEAD SETS	✓	
S	VIDEO	✓	
	OTHERS	✓	
I	WINES	✓	7
N	OTHERS DRINKS	✓	
V	NEWSPAPERS	✓	
T	PHARMACIES	✓	
R	FORMALITIES	✓	
Y	BLANKETS	✓	
C	CHECK-IN	✓	2 WELTR 2 WELTS 7
R	LOAD/TARMAC	✓	
F	SPEC. ASSIST.	✓	
G			

RMKS

Since the flight was delay, they should change the catering, we served a hot meal after take-off and a pizza as a 2nd service, and should be a BKFAST.

C/G SIGNATURE

CPT SIGNATURE

TRANSATLANTIC CABIN CREW FLIGHT REPORT

FLIGHT INFORMATION

Date (dd-mm-yy)	A/C Registration	Flight #	Route	Flight Time	Local Departure Time		Pax Load
					Scheduled	Pushback	
11 AUG. 2012	C- 8TFT	201	LGW-YYZ	07:30	02:25	02:30	289+6
* delayed from 10g10/11-20mm.							

CREW

Captain:		First Officer:	
Observer:		Check/Supervisor:	
SFA:		A2 (Fwd GFA):	
CSM - B1:		B2 (GFA Assist):	
E3:		IO - E4:	
E1(Aft GFA):		E2:	

REPORTING (forms attached)

Report	Yes	No	Report	Yes	No
OHR (attach non-confidential SMS report only)		X	Employee Incident/Injury Report attached		X
Compensation for Soiled Clothing		X	On Board Meal Request attached		X
Pay Credit Adjustment Form attached		X	Expense Report attached		X
Other:					

ON TIME PERFORMANCE

CREW ACCOMMODATION ISSUES

Timing	Eastbound	Transit	Westbound
Crew Left Building			00:30
Crew Arrival at Aircraft			01:15
Call for Boarding			01:40
Door Closed			02:25

DELAYS Calculate minutes based on scheduled time and pushback time

Flight Sector	Mins	Explanation
LGW-YYZ	05	Due to infant seated in the middle, we had to move them.
-		
-		

COMMENTS

Flight Sector (XXX-XXX)	Comments
WESTBOUND LGW-YYZ	00:45, crew arrived at the gate and waiting for the GenDec.
	02:15, boarding completed, realised they put all infants in the middle seats so we had to relocate them for safety reason.
	02:25, performing headcounts but always one more or less. Announcement is done to ask PAX cooperation by remaining seated while re-doing the headcount.

*Provide details of Non-Satisfactory items in Comments section. Attach page 3 if necessary.



TRANSATLANTIC CABIN CREW FLIGHT REPORT

INFLIGHT SERVICE Completed as per Plan of Action? ☐ Yes ☒ No (see Comments below)

CSM-FA Briefing Sheet (CFB) Completed & posted in Galley? ☒ Yes ☐ No (see Comments below)

CATERING & COMMISSARY	S	N/S*	PASSENGER SERVICE	S	N/S*
Casseroles / AM Sandwich or PM Snack	X	N/S	Doc. Pouch/Surveys/Customs Paperwork	X	
Tray Set Up (TSU)	X		Pre-Boarding/Boarding	X	
Special Meals	X		Cabin Baggage	X	
Crew Meals	X		Special Attention Pax/UMs/WCHRs	X	

CATERING	S	N/S*	HOLLOWWARE (tick off for shortage only)	How many missing?
Entree Ratio	X		Entrée Container (2 / 2)	
Entrees Quality	X		Coffee/Tea Pot (6 / 6)	
Duty Free Discrepancy	X		Small Silver Tray (4 / 4)	
Bar Discrepancy	X		Large Silver Tray (4 / 4)	
Dry Stores / Dairy / Chocolates /	X		Creamers (4 / 4)	
Headsets / Kiddie Kits / Lav & Amenity	X		Sugar Bowls (4 / 4)	
Catering Rep present prior to door close	X		Ice Buckets + Ice Scoops (2 / 2)	
Arr/Dep Time of Catering Truck	X		Water Pitchers + Lids (4 / 4)	✓ 1

INFLIGHT SALES	\$ or # Collected	INFLIGHT ENTERTAINMENT
Bar Deposit (All Sunwing Sales- total from HHC Sales Print -out)	25 \$	Video Shown
Crew Alcohol Sales	25 \$	1. Promo Tape <input type="checkbox"/> Yes <input type="checkbox"/> No
Duty Free Deposit	238 \$	2. Movie 1 <input type="checkbox"/> Yes <input type="checkbox"/> No
One x One - enter # envelopes	0	3. Movie 2 (W/B only) <input type="checkbox"/> Yes <input type="checkbox"/> No
Postcards Distributed? <input type="checkbox"/> Yes <input type="checkbox"/> No (see Comments below)		4. Short Videos <input type="checkbox"/> Yes <input type="checkbox"/> No
		CSM Initial:

AIRCRAFT GROOMING	S	N/S*	F/A REST PERIODS	Taken	Not Taken*
Cabin (Carpet / Tray Table / Seats / Seat pockets / etc)	X		1 st break - SFA / A2 / E1 / E2	X	
Galley	X		2 nd break - B1 / B2 / E3 / E4	X	
Lavs	X				

SEATING ISSUES

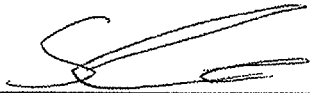
Double Seating? ☐ Yes ☒ No (see Comments below)
Include Seat # / Name / Booking # on comments

Flight Sector (XXX-XXX)	COMMENTS
WESTBOUND LGW-YVZ	<p>* Inflight service not completed as per plan of action. Had to adjust it with the delay. We started with meals first, then the bar (coffee/tea was offered) and waited later during the flight for duty free since everyone was sleeping.</p> <p>✓ Decided to give complimentary bar "on demand" only for the delay. Passengers were furious at boarding, but the crew did an amazing job with them all and they leave d/c. giving great comments.</p> <p>* We received the dinner casseroles and PM snack. It would have been more appropriate to serve breakfast at this time of the night. ←</p> <p>* CSM [redacted] forgot her orange duty-free deposit bag in the aircraft, I bring it back & put it into the safe and filled a deposit form in case she needs them (the amounts) for her report. You will find the Sales Deposit Form attached.</p>


Page 3 Attached ☒ No ☐ Yes

*Provide details of Non-Satisfactory items in Comments section above. Attach page 3 if necessary.

This is Exhibit "L" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits

From: Dino Almeida [mailto:
Sent: April-12-13 8:29 AM
To: Pedro Pissarra
Cc: John Murphy
Subject: RE: LGW YYZ August 10, 2012 SWG 201

Good afternoon Capt.,


Following the below request we've checked the database for any available Information on the referred flight.

No data is available in the Safety DB, neither is there any information on such event on either the Captain Trip Report and Cabin Crew Report (attached to this email). The Captain was today at the

Beloura Office and I had the opportunity to talk to him directly moments ago regarding the information request on this flight; conclusions were that there is no recollection by the crew of such an event taking place.

Should there be the need for any further information, please do not hesitate to contact us.

Best regards,


 Description:
cid:image001.png@01CD4D5

Dino M.P. DE ALMEIDA
ESPECIALISTA EM FDM E SEGURANÇA OPERACIONAL
FLIGHT DATA MONITORING AND SAFETY SPECIALIST




From: Pedro Pissarra
Sent: quinta-feira, 11 de Abril de 2013 21:10
To: John Murphy; Dino Almeida
Subject: RE: LGW YYZ August 10, 2012 SWG 201

john i dont remeber but i am copying dino that will update us with any event.
dino please confirm that this situation is on record and give an update
thank you
pedro pissarra

De: John Murphy 
Enviado: quinta-feira, 11 de Abril de 2013 17:59
Para: Pedro Pissarra
Assunto: LGW YYZ August 10, 2012 SWG 201

Hello Again Pedro,

Hope all is well with you. We had an incident on the above flight in the subject line and are wondering if anything is written in the Captains Report regarding the incident. The incident involved a passenger being denied boarding. If you can help out, that would be great.

Best Regards,

John

John Murphy | Safety Investigator
Sunwing Airlines


27 Fasken Drive, Toronto, Ontario M9W 1K6

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addressed and may contain information that is privileged, proprietary, confidential and exempt from disclosure. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are notified that dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately via e-mail and destroy this message accordingly.

This is Exhibit "M" referred to in the
affidavit of Joanne Dhue sworn
before me, this 17 day of April, 2013.



A Commissioner for Taking Affidavits



10AUG2012

10AUG WG 201 LGW-YYZ

Dear Sunwing Client,

Sunwing is committed to meeting our passengers' expectations in providing on time flight service. We can assure you that every effort is made to avoid disruptions to our flying schedule; however there are times when factors outside of our control influence our flight operations.

We wish to advise that the aircraft scheduled to operate your flight will now operate as follows:

11AUG	WG 201	Estimated Departure out of LONDON/GATWICK is	02:25local time
		Estimated Arrival into TORONTO is	05:40 local time

We apologize for this late notice of change to your flight schedule and for any inconvenience this new schedule may have caused you. We are making every attempt to minimize the delay to your journey. Your flight would have operated as originally scheduled, had it been at all feasible. As a gesture of goodwill we wish to extend to you a future travel voucher, as we hope to be given a future opportunity of servicing your travel needs.

You may choose not to travel on this flight and apply for reimbursement of this paid and unused part of your ticket. Should you choose the option to be reimbursed, you will therewith waive your right to any further transportation or care by Sunwing however you will be permitted to make two brief telephone calls of a maximum of two minutes each.

If you choose not to travel, please advise our Airport Staff. To receive your refund please advise Sunwing Customer Relations that you have not traveled and of your choice of reimbursement - in Sunwing future travel vouchers or please provide address for reimbursement. Any related surcharges are not refundable. If your flight is part of a combination of flight, accommodation and/or other vacation services — then the price of your ticket is part of the package sum you have paid and Sunwing will determine the reimbursable sum. Other parts of your package holiday are not eligible for reimbursement and we advise you to contact your holiday reservations supplier regarding this subject. To contact us, please refer to the address or telephone number mentioned below or by email to europcustomerservice@sunwing.ca

Our Airport Staff is available to you for any further information with regard to the flight delay.

We thank you for choosing Sunwing and look forward to welcoming you onboard for a most enjoyable in-flight experience.

Sincerely,
Customer Relations

NAME:	TELEPHONE NO.
ADDRESS:	CITY
POSTAL CODE:	
OLD BOOKING REFERENCE NO.	
NEW BOOKING REFERENCE NO.	
FLIGHT INFO 10AUG	WG 201 LGW-YYZ
	GBP 100.00
This voucher offer is valid for one year from this date. Offer is not redeemable for cash. Offer is non transferable and is not applicable for payment of service charges, taxes and any surcharges which may be applicable at the time of booking. Reservations must be made at least 45 days prior to departure. Only one voucher is applicable per person per booking. Please present this voucher at time of booking. This offer is not combinable with any other discount, promotional offer or group booking. We kindly ask that you email a copy of this letter to the Accounting Department at scollections@sunwing.ca , when you are ready to redeem your voucher. Subject to availability of flights and hotels. ***LOST OR STOLEN VOUCHERS WILL NOT BE REPLACED***	

MONTREAL
7785 Côte-de-Liesse Ouest
Ville St-Laurent, Québec
H4T 1G3 Canada
Tel: 1 866 722 8066

TORONTO (HEAD OFFICE)
27 Tasken Drive
Toronto Ontario
M9W 1K6 Canada
Tel: 416 520 4955 / 1 877 377 1755

VANCOUVER
1020-1500 West Georgia St.
Vancouver British Columbia
V6G 2Z6 Canada
Tel: 1 877 377 1755