This is Exhibit "B" referred to in the affidavit of Donald James Young sworn before me this 23rd day of July, 2016

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A Notary Public in and for the Province of Manitoba

BOOKING TERMS & CONDITIONS

Prices, Carrier Surcharges and Restrictions

Prices are based, among other things, on fuel costs, exchange rates and taxes in force on the date of the last modification of the Website. NewLeaf Travel, along with our service provider carrier, collects surcharges to offset the volatility and fluctuation of certain recurring expenses and operating costs. These service provider carrier surcharges represent the "carrier surcharges" and are intended to cover NewLeaf Travel's and their service provider carrier operating expenses and mitigate unforeseen fluctuation, including, without limitation, fuel costs and variation of foreign currency exchange rates.

Unless otherwise noted herein, all prices are quoted in the currency appearing in your purchase confirmation and are per person. The terms and conditions which apply to changes and/or cancellation of air tickets sold by NewLeaf Travel may vary. For more information, please refer to NewLeaf Travel's service provider carrier Reservation terms and conditions under the title "Fare Conditions & Cancellations". NewLeaf Travel reserves its right to cancel a booking without further notice, due to non-payment or due to litigation regarding payment.

Price reductions resulting from a promotion or a decision by NewLeaf Travel are applicable to new bookings only. NewLeaf Travel reserves its right to refuse any booking made at or based on an erroneous price.

Accepted Methods of Payment

Only credit card payments are accepted on the <u>www.FlyNewLeaf.ca</u> website and by phone. When you pay on the website, your payment information is encrypted and sent over a secure connection. You can pay with the following credit cards: MasterCard (credit card) and Visa (credit card). Please note that credit card and bank fees may be charged in some countries in connection with the purchases made on the website. Additional bank fees or credit card fees charged by the customer's credit card provider or bank in connection with a purchase will be borne solely by the Customer.

NewLeaf Travel charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. However, your card issuer may apply additional fees. Please contact your card issuer in order to obtain the nature and the amount of any eventual additional fees before finalizing your purchase. By finalizing your purchase, you confirm that you have been advised of this. NewLeaf Travel shall not be held responsible for any additional fees applied by your card issuer.

To avoid fraudulent purchases, (e.g. due to a lost card or the provision of false information), NewLeaf Travel reserves the right to request additional information from the passengers and/or the cardholder at any time after a purchase has been made - including at check-in so that it may verify the information provided when the purchase was made. NewLeaf Travel also reserves the right to require another form of payment should a customer not be able to accurately provide such additional information. NewLeaf Travel also reserves the right to require another form of payment should a customer not be able to accurately provide such additional information. Furthermore, NewLeaf Travel reserves the right to cancel the booking in case of suspected fraud, theft or dishonesty.

By booking through the website, you acknowledge and consent that NewLeaf Travel may, without your signature, draw payment from your credit or debit card to complete the transaction.

Booking and Confirmation

Bookings must be accompanied by a payment in full before they can be confirmed. At the time of booking of certain flights, you may be requested to provide certain information found in your passport. Confirmation regarding prices, travel dates, flights, hotels, car rentals, and other services, as the case may be, is only given once the payment is received and is based on availability of Services. Upon completion of the check-out procedure and receipt of the payment in full, you will receive an email confirming that your booking has been accepted and summarizing all the details of your flight(s).

Use of NewLeaf Travel Digital Reservation System

The NewLeaf Travel Digital Reservation System, which forms a part of the NewLeaf Digital Properties, is provided solely to assist our guests in determining the price and availability of travel related goods and services and to enable of secure, informed and legitimate reservations with NewLeaf Travel.

In connection with this service, you agree to and guarantee the following:

- You're at least 18 years of age, and possess the legal authority to enter into this agreement and to use the NewLeaf Digital Properties in accordance with all of the terms and conditions contained in this NewLeaf Travel Website Reservations Agreement;
- are at least 18 years of age, and have the legal right and ability to enter into this User Agreement and to use or access the NewLeaf Travel Digital Reservation System in accordance with its Terms;
- agree to supervise all persons who have not reached the age of majority in your jurisdiction who use or access the NewLeaf Travel Digital Reservation System under or using your name or NewLeaf Travel Profile; and
- have obtained all necessary authorizations, consents and approvals from any third party to submit information, including personal information and to delete or modify information;
- by entering into this User Agreement and using and accessing the NewLeaf Travel Digital Reservation System, including purchasing any products and/or services contained herein, you are not breaching any contract, obligation, agreement, or any provision of any law or regulation, or infringing on the intellectual property rights of any third party;
- accept full responsibility for all assessments, charges, duties, fees, and taxes and any other financial liability resulting from your use of our website under your name or profile, as well as all use of others using your name or profile on our website;
- have submitted or will submit, or others using or accessing our website under or using your name or profile have submitted or will submit, information, content or material which is true and accurate.

Persons With Special Needs

Reservations for persons who may have special needs require extra qualifying information for NewLeaf Travel to effectively meet our guests' needs. Please contact us to make a reservation of this nature. NewLeaf Travel reserves the right, without liability, to cancel any reservation made through our website for a person with special needs or disabilities, if, in NewLeaf Travel's sole discretion, reasonable accommodation in accordance with NewLeaf Travel guidelines on the transportation of such guests, cannot be provided in respect of the reservation made.

Incorporation of NewLeaf Travel Tariff

This Agreement, and any reservations made through the NewLeaf Travel website, are subject in all respects to the following: NewLeaf Travel's service provider carrier's LOCAL DOMESTIC TARIFF in respect of the transportation of guests and goods between points in Canada; NewLeaf Travel's service provider carrier's LOCAL TRANSBORDER CHARTER TARIFF in respect of the transportation of guests and goods between points in Canada and points outside of Canada; and in respect of points outside of Canada, such other tariffs that NewLeaf Travel's service provider carrier has filed with applicable governmental authorities. These tariffs specify the rules and regulations concerning the rules, rates, regulations and conditions under which NewLeaf Travel's service provider carrier by without limitation:

- · fare classes and rates;
- · the carriage of persons with disabilities;
- the acceptance of minors;
- · reservation, cancellation, change, refund and credit terms;
- · refusal to transport guests or goods;
- limits of liability respecting the transportation of guests and goods.

These tariffs are incorporated by reference into the NewLeaf Travel's website Reservations Agreement. If there is a conflict between the provisions found in the NewLeaf Travel website Reservations Agreement and any applicable tariff, the terms and provisions of the tariff shall apply. A copy of the relevant NewLeaf Travel's service provider carrier tariff may be viewed at the offices of NewLeaf Travel - located at:

NewLeaf Travel Company Inc.

128-2000 Wellington Avenue

Winnipeg, Manitoba R3H 1C1

LIMITATION OF LIABILITY

NewLeaf Travel strives to ensure information is accurate and current. However, we make no representations to you about the accuracy of the information contained on the NewLeaf Travel website, or the reliability of the reservations services provided herein. This includes, without limitation, the availability of seating on any particular flight regarding fare class, flight number, price, departure and return dates and times, connecting flights and the like. NewLeaf Travel will accept no liability to you for any damages you may suffer, and in no event shall NewLeaf Travel be liable to you for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with your use of the NewLeaf Travel website or the delay or inability to use this website, or for any information obtained or reservation made through the use of this website, whether based on contract, tort, strict liability or otherwise.

Governing Law

This NewLeaf Travel website Reservations Agreement is governed in all respects by the laws of the province of Manitoba. You consent to the exclusive jurisdiction and venue of courts in the City of Winnipeg, Manitoba, Canada, in all disputes arising out of or relating to the use by you of the NewLeaf Travel website. Use of the NewLeaf Travel website in any jurisdiction not giving effect to all provisions of these terms and conditions is unauthorized.

Privacy

I have read and understand the <u>Privacy Policy</u> and I consent to the collection, use and disclosure of personal information as described in the policy.

Please note that NewLeaf Travel collects and archives your IP address to use and disclose for identification and legal purposes in the event of unauthorized use or misuse of a credit or payment card fraud related to an online booking.

Relationship

You agree no joint venture, partnership, employment, consulting, or agency relationship exists between you and NewLeaf Travel as a result of the NewLeaf Travel website Reservations Agreement or your use of the NewLeaf Travel website.

Enforcement

NewLeaf Travel and its service provider carrier's performance of its obligations under this agreement is subject to existing laws and legal process. Nothing contained in this agreement derogates from NewLeaf Travel or its service provider carrier's rights or obligations to comply with law enforcement requests or requirements relating to your use of the NewLeaf Travel website or information provided to, or gathered by NewLeaf Travel with respect to such use.

Severability

If any part of the NewLeaf Travel website <u>Reservation Terms and Conditions</u> is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the limitation of liability set out herein, the remainder of this Agreement shall nonetheless continue in effect.

Help & Feedback

If, at any time, you require the assistance of a NewLeaf Travel representative in regards to using the NewLeaf Travel website, or to help you to understand the terms and provisions of this NewLeaf Travel website <u>Reservation Terms and Conditions</u>, or you wish to provide us with some feedback, a NewLeaf Travel representative would be pleased to help you. Please call our NewLeaf Customer Service number at (204) 888-HELP.

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Flights operated by Flair Airlines Ltd.

GST/HST Registration 80249 6190 RT0001

RESERVATION TERMS & CONDITIONS

Required Identification

In compliance with Transport Canada regulations, passengers on domestic NewLeaf Travel's service provider carrier must present government-issued picture identification or two pieces of government-issued non-picture identification in order to board flights. ID must show name, date of birth and gender, such as a driver's license or a passport. Pieces of ID cannot be past their expiry date; ID that is expired will not be accepted.

For more information visit the <u>Transport Canada Passenger Protect</u> website.

All international passengers are required to present a current, valid passport.

Fare Conditions, Cancellations & Changes

Purchasing TravelFLEX at the time of booking gives you the flexibility to change your reservation without fees (see below for details).

Conditions:

- All fares displayed on the website are subject to change until purchase and approval of the reservation has been received and completed by NewLeaf Travel.
- It is the purchaser's responsibility to review the itinerary upon receipt and must contact NewLeaf Travel within 24 hours of purchase with any questions or problems.
- · Seats at lower fares are limited, and may not be available on all flights.
- Neither the Carrier nor the Re-Seller will overbook.

Cancellations

NewLeaf Travel allows customers a grace period of 24 hours to cancel a booking and receive a full refund. A cancellation can be accomplished though our website, by going to "My Trip" and cancelling the booking. If you do not cancel within the 24 hours, your reservation will be automatically confirmed. After the 24 hour grace period, only changes to your booking are possible, and change fees will apply.

No credit or refunds will be given for no shows, cancellations made past cut-off times (see below), or for fare differences after a reservation has been made.

No Shows

If you fail to complete the round-trip or second segment of that fare, the round-trip fare or return segment shall be non-refundable and non-creditable.

When a round trip reservation has been made you are a no show for the first segment, we will cancel the return portion or the continuing portion of your reservation without notification. All monies for the remaining segments are forfeited and no compensation shall be issued.

Changes

- Online changes to your trip dates, your baggage purchases and other extras can be made up until your online check-in.
- Online Check-in is available 24 hours before departure, and closes 90 minutes before departure.
- Any changes after online check-in must be made through our Call Centre at (204) 888-HELP (4357) up until 1 hour before departure – (see Offline below).
- The NewLeaf Travel airport counter closes 45 minute before departure.
- There is no cancellation fee, as a customer can only change a flight, if you are going to change the date of your current booking, you will be subject to a \$75 Change fee (unless you have already purchased TravelFLEX – see below). The new flight date must be within 90 days of the original booking flight date. All payments are nonrefundable. If you cannot use the original flight within the following 90 days, the original payment will not be refunded or credited to future travel.
- You are also responsible for any fare price difference resulting from changing the original booking.

We at NewLeaf recognize that, on occasion, you may have to change the details of your flight on short notice. This could involve a date adjustment or a change in travel destination, or the name for someone else traveling instead of you -- and yes we do allow name changes. We give you the flexibility to change your reservation up until 1 hour before departure.

Because these changes have an administrative cost for us and require us to adjust our flight resources, we charge a fee of \$75 for each separate time you make a change. You can change multiple items (e.g. name, destination, date) at the same time. You can make this change prior to one hour before flight departure.

To make a change, you can go online and the booking system will ask for your credit card to cover the cost of the change and any difference in fares, or additional products (e.g. a bag or a seat selection and the taxes). Once you have finished the transaction, a new reservation / itinerary will be emailed to you.

If you prefer to make your change over the phone, call our Customer Service line at (204) 888-HELP (4357).

Changes without TravelFLEX

- Where a change completed more than 24 hours after the reservation was confirmed results in you paying a higher fare, then a \$75 change fee will apply plus the difference in fare.
- Without the purchase of TravelFLEX: A \$75 fee applies to changes made on our website to the travel date, travel destination, or the name of the passenger prior to three hours of the flight departure. A \$100 fee applies to any changes made at the NewLeaf Travel airport counter up until 45 minutes prior to flight departure.

Changes made online will require a credit card to cover the change fee, and any difference in fares, additional products (e.g a bag or a seat selection and the taxes). Once you have finished the transaction, a new reservation / itinerary will be emailed to you.

If you prefer to make your change over the phone, call our Customer Service line at 204-888-HELP. Once again, no credit or refunds will be given for no shows, cancellations made past cut-off times or for fare differences after a reservation has been made.

With TravelFLEX

Since you may not always know if your trip needs to be changed, we offer a service called TravelFLEX. For a fee of \$20 (plus applicable GST/HST) per person per segment, paid at the time of your initial booking (website or call centre), you can avoid the change fee of \$75 (online) or \$100 (at the Airport check-in counter). Think of it as a small "peace of mind" fee to get flexibility.

- TravelFLEX can be purchased in our Add On Products section of the booking process and only at the time of the original booking, either online or via the Call Centre (a \$15 fee for a Call Centre booking is automatically added. There is no additional charge beyond the Call Centre booking fee for purchasing TravelFLEX via the Call Centre while booking).
- TravelFLEX applies individually to each flight segment and for each passenger. For example, if you have 4 passengers on your booking, flying return from Hamilton to Winnipeg, you can purchase TravelFLEX for each passenger individually and for each segment individually (e.g. initial flight from Hamilton to Winnipeg, or the return flight from Winnipeg to Hamilton). TravelFLEX will apply to only those segments and passengers where it was purchased.
- Not all persons in a booking are required to purchase TravelFLEX, it can be purchased individually for each person.
- If you are going to change the date of your current booking, and have purchased TravelFLEX, the new flight date must be within 90 days of the original booking flight date. All payments are non-refundable. If you cannot use the original flight within the following 90 days, the original payment will not be refunded or credited to future travel.
- The one time TravelFLEX fee will allow you to change flight date, destination and name at the same time, without the \$75 Change fee. If these items are changed at separate times, then TravelFLEX will apply to the first change and an individual \$75 fee will apply to each subsequent change.
- If you wish to add a bag or a seat selection or other Add On product, you can do so
 prior to check-in without an additional change fee, since you are purchasing additional
 products from NewLeaf. TravelFLEX can only be purchased at the time of the original
 booking.

- You can purchase TravelFLEX as part of a booking and do not need to have a completed profile, as we are not banking credits, just changing reservation bookings. Creating a profile provides customers with the ability to look at their history and prefill information when doing new bookings. The profiles will also be used for future membership services.
- Use TravelFLEX to keep you options open.

Surcharges, Fees & Taxes

- AIF Airport Improvement Fee will be charged for all passengers for all applicable airports
- HST/GST This tax will be applied and collected on all fares, charges, fees and surcharges. GST/HST Registration 80249 6190 RT0001
- A Nav Canada and an Insurance surcharge will be collected on all flights.
- A Security Fee will be charged for all passengers for all applicable airports .
- The above fees/taxes will be collected at time of booking.

Important Conditions

Check-In

- 1. You are recommended to obtain your boarding pass & check in any baggage at least:
 - 90 minutes before your flight for travel within Canada
- 2. Check-in will close:
 - 45 minutes before flights within Canada

Boarding

You must be available for boarding at the appropriate boarding gate at least 30 minutes before each flight.

Failure to respect Check-in and Boarding Gate Deadlines may result in the reassignment of any pre-reserved seats, the cancellation of bookings, and/or disqualification for denied-boarding compensation.

Although not required, we recommend you check your flight status online at GoNewLeaf.ca or by calling our Customer Assistance Centre at (204) 888-HELP prior to your departure.

Seats may be assigned when booking on GoNewLeaf.ca or by visiting the My Trips section on GoNewLeaf.ca for tickets already purchased. Access to advance seat assignments varies depending upon the fare option purchased:

Over and above your base fare, you may – for a fee – select your own seat assignment at the time of ticket purchase or check-in for. If you've already purchased your ticket, you may choose your seat assignment in either the My Trips section on GoNewLeaf.ca or when you check in online within 24 hours of departure.

If you do not purchase a seat assignment, one will be randomly assigned free of charge during check-in. However, your party may end up separated (or, possibly close together).

Click to view Seat Selection fees.

Flight delay or diversion due to weather notice

NewLeaf Travel and its service provider carrier are not liable for room, board and ground transportation or any connecting flight if a flight is delayed or diverted due to weather conditions. Passenger will be transported from diverted point to their original destination on the carrier's next available flight.

Flight cancelation due to weather notice

In the event of a flight cancelation due to a circumstance beyond the control of NewLeaf or the Carrier, neither NewLeaf or the Carrier shall have a liability to a passenger; provided that, in such case, the Carrier may, in its sole discretion, and without any obligation on its part, offer such affected passenger either:

1. A credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled (including previously purchased ancillaries); or

2. To otherwise refund to such passenger, an amount which shall not be greater than the fare (including previously purchased ancillaries) paid by that passenger in respect of that flight.

Checked baggage policy

When the number, weight and/or overall dimensions (length + width + height) of your checked baggage exceed the limits of your checked baggage allowance, additional checked baggage charges will apply as indicated in the section below.

Checked baggage fees

Like all carriers, NewLeaf charges for checked baggage as per the rates listed on our <u>Baggage</u> page.

All overweight and oversized bags must be checked.

Ensure your checked bags are properly identified including your name, permanent address and all relevant ways that you can be contacted.

External baggage tags can sometimes be damaged or detached which is why we encourage passengers to also place a tag with similar information inside your bag to facilitate identification.

Please do not pack valuables in your checked baggage. Excess valuation may be declared on certain types of articles.

While NewLeaf Travel endeavours to handle baggage with care, you are encouraged to seek appropriate insurance on baggage and articles of exceptional value.

Special rules apply to fragile, valuable or perishable articles. Click here for more information.

Bags exceeding 45 kg (100 lb) in weight, 292 cm (115 in) in linear dimensions (length + width + height, wheels & handles included) or 203 cm (80 in) in length will not be accepted as checked baggage. Please contact a courier company for handling options.

If more than one air-travel carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and carry-on baggage).

There are limitations to lithium metal or lithium ion batteries with a watt hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronics. Maximum of 2 spare batteries may be carried in carry-on baggage only. These batteries must be individually protected to prevent short circuits.

Carry-on baggage policy

To keep fares low, NewLeaf charges for carry-on baggage that exceeds the dimensions of $16 \times 33 \times 43$ cm ($6 \times 13 \times 17$ inches). However, each traveler is permitted one personal bag at no charge.

FREE - Personal bag: (e.g., small backpack, diaper bag, duffle bag or similar item etc.): Dimensions must not exceed $16 \times 33 \times 43$ cm ($6 \times 13 \times 17$ inches) including handles and wheels. Must fit in the available underseat storage.

FREE - Items:

- Baby/infant accessories a diaper_bag is considered a complimentary carry-on provided you're travelling with an infant under 2 years; the size and dimensions of the bag fall within NewLeaf Travel's restrictions; and the bag contains supplies for the care of that infant.
- Two complimentary items such as a stroller, child restraint device and/or playpen in addition to a diaper carry-on bag is included when traveling with a child under 2 years with a paid seat.
- Two complimentary items such as a stroller, child restraint device and/or playpen in addition to a diaper carry-on bag is included when traveling with a child under 2 years without a paid seat.

NewLeaf is bound by <u>Transport Canada's</u> regulations with regards to acceptable child restraint devices (with the exception of the CARES(tm) child restraint device).

N.B. For all of the above, proof of age such as a passport or birth certificate are required.

N.B. Strollers collapsed diameter is not to exceed 25.5 cm (10 in) and length not to exceed 92 cm (36 in).

- Snacks or food to eat on board
 - All food must be wrapped or in a container further stored inside a plastic bag
 - Only purchase liquids after you've passed the security checkpoint
- Special needs items (see <u>Special Services</u>)

	Maximum Size	Maximum Weight
1 personal bag	16 x 33 x 43 cm	10 kg 22 lb
	(6 x 13 x 17 inches)	

Standard carry-on bag: Baggage that exceeds the size of a personal bag (as indicated above) is considered a standard carry-on bag. For fees for standard carry-on bag please see our baggage <u>section of the website</u>

The maximum allowable size of a carry-on bag is $23 \times 40 \times 55$ cm ($9 \times 15.5 \times 21.5$ inches) including handles and wheels. If the bag exceeds these dimensions or cannot be safely stowed on a particular flight, it will be checked for a \$80 fee.

Please ensure your baggage fits in the dimension verification device at check-in or boarding time. Carry-on bags that exceed NewLeaf's size limits may cause flight delays for all passengers.

NewLeaf recommends that important documents and medication be packed in baggage or articles that travel with you. All prescription medications must be properly labelled with the names of the patient, the medication, and the issuing medical office or pharmacy.

Notice of baggage liability limitations

Neither the Carrier nor the Re-Seller provide any method for insuring for excess valuations. For travel wholly between points in Canada, the liability limit is \$1500 CAD per passenger. Special rules may apply to fragile, valuable or perishable articles. For further information, please consult your carrier.

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 Convention or such special contracts of carriage. For further information, please consult your insurance company representative.

Dangerous goods

NewLeaf Travel and its service provider carrier discourages any of its passengers from travelling with dangerous good. But in cases where this is necessary, dangerous goods must not be packed in checked or carry-on baggage, except as specifically permitted by a NewLeaf official.

Dangerous goods include, but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons, infectious substances, and briefcases with installed alarm devices. For security reasons, other restrictions may apply. Please refer to <u>Baggage Services</u> for more information.

Subject to the provisions of the applicable tariffs, NewLeaf Travel's service provider carrier may refuse carriage of property in checked luggage that is not suitable for transportation, such as perishable or fragile items and may refuse to carry valuable items.

NewLeaf Travel or its service provider carrier may refuse claims based on the inherent nature of an item (e.g. its perishable nature), or for loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damages resulted from the inherent defect, quality or defect of the baggage, or, in the case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage, or that it was impossible to take such measures.

Children

Infants, and Children under twelve (12) years of age, accompanied in the same cabin by a passenger eighteen (18) years of age or older, will be accepted for travel.

Persons entrusted with the care of infants and children must be capable of discharging this duty. Children under the age of 12 must be accompanied by a guardian 18 years of age or older. Please note Newleaf nor our carrier provide an unaccompanied minor service.

Infants

- Infants under two (2) years of age on the date of travel do not require a seat.
- Infants under two (2) years of age do not require that a seat be purchased if they are sitting on an accompanying passenger's lap.
- Only one infant under the age of two (2) years may be held in the lap of an accompanying passenger eighteen (18) years or older.

No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or where a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).

An infant under two years (2) of age at the time of departure but reaching their second (2nd) birthday during the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s). The seat must be purchased through the Reseller.

Infants less than two (2) years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device and a seat must have been purchased to accommodate the child restraint device.

Children

- All children, two years (2) of age or older, must have purchased and been assigned a seat.
- All children, eighteen (18) years of age or older, may accompany other infants and children under five (5) years old.

All children over five (5) but under twelve (12) years of age are accepted for transportation without restriction when accompanied by a passenger at least eighteen (18) years of age. When accompanied by a passenger at least eighteen (18) years of age or older, they will be considered as a child for the purposes of travel.

*To view Transport Canada's Advisory Circular on Child Restraint Systems, please see: https://www.tc.gc.ca/eng/civilaviation/opssvs/managementservices-referencecentre-acs-600-605-003-493.htm

Documentation

For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government photo ID, e.g. student card.

In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult and;

Documents establishing legal custody;

Parental consent letter authorizing travel;

Death certificate if one parent is deceased;

Flying and your health

Most NewLeaf Travel's service provider carrier's passengers are fit to travel by air, but special attention is required for passengers whose health problems may be exacerbated by altitude, hypoxia and other travel related stresses. View important information for <u>customers with special needs</u> who may require medical approval before flying.

Notice of limitation of liability for carriage of pets

NewLeaf Travel and its service provider carrier will not be responsible in the event of loss, delay, injury, sickness or death of any pet animal accepted for transportation.

Schedules and timetables

Time and aircraft type shown in timetables or elsewhere are approximate and not guaranteed, and form no part of a contract. Schedules are subject to change without notice and carrier assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. NewLeaf Travel is not responsible for changes, errors or omissions either in timetables or other representations of schedules.

NOTICE - SOLD SUBJECT TO TARIFF REGULATIONS

Further information may be obtained from NewLeaf Travel as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

Schedules and timetables

Time and aircraft type shown in timetables or elsewhere are approximate and not guaranteed, and form no part of a contract. Schedules are subject to change without notice and carrier assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. NewLeaf Travel is not responsible for changes, errors or omissions either in timetables or other representations of schedules.

Schedule Irregularities

- NewLeaf and the carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in timetables.
- NewLeaf will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
- The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- It is always recommended that the passenger verify flight status and departure times with the at www.GoNewLeaf.ca or to refer to airport terminal displays/website.

Passenger Options - Re-Rerouting or Refund

In the event of a schedule irregularity, within the Carrier's control, the NewLeaf will present the passenger with the following options:

- Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft, without additional charge, regardless of the class of service in which the passenger was booked; or,
- Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time; or,

 Otherwise, should the alternate transportation proposed by The Carrier or NewLeaf not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s).

NOTE: In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

In the event of a schedule irregularity, not within the Carrier's control (e.g. Force Majeure), the carrier will provide the following:

• The Carrier or their agent will offer the passenger the choice to travel on another of its flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.

Right to Care

In addition to the provisions of this rule, in case of a scheduled irregularity within the carrier's control a passenger will be offered the following:

- For a schedule irregularity lasting longer than 4 hours, NewLeaf will provide the passenger with a meal voucher.
- For a schedule irregularity lasting more than 8 hours or overnight, NewLeaf will
 provide overnight hotel accommodation and airport transfers for the passenger.
 NewLeaf is not obligated to provide overnight accommodation for passengers at the
 first airport of departure appearing on the ticket.
- If passengers are already on the aircraft when a delay occurs, the carrier will offer nonalcoholic beverages and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, the carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart.

NOTICE - SOLD SUBJECT TO TARIFF REGULATIONS

Notice of Contract Terms Incorporated by Reference

- Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.
- 2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.
- 3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.
- 4. The Conditions may include, but are not restricted to:
 - Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
 - Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
 - Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
 - Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
 - Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
 - Rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
 - Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.

- Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.
- 1. You can obtain more information about your contract of carriage, and find out how to request a copy, at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.
- 2. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

Flair Air Tariff

<u>Optional Fees</u> | <u>Privacy Policy</u> | <u>Terms of Use</u> | <u>Reservation Terms & Conditions</u> | <u>Booking Terms & Conditions</u> | <u>Careers</u> | <u>Contact Us</u>

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