

Please read this section carefully. The following Terms and Conditions constitute your contract with us:

IMPORTANT NOTICE

Booking one of our packages implies acceptance of all conditions described in this brochure, including limited liability.

ALL PRICES INCLUDE (whenever applicable):

Air transportation in economy class from Toronto or Montreal on an individual or group basis. Transfers as indicated in the program – Transportation by tour bus, train or ship as mentioned in the itineraries. Double occupancy accommodation with private bathroom and/or private shower. Single rooms are limited and will be confirmed after the reservation. Meals mentioned in the itineraries (drinks not included) – Visits according to the itinerary, including entrance fees. Handling of one piece of luggage per person (unless otherwise stated in the program). EXOTIK TOURS Travel documents.

PRICES DO NOT INCLUDE:

Passport fees – Insurance – Optional excursions – Personal expenses – Gratuities – Visa fees - Airport taxes

HOW TO BOOK:

Travel agent declaration: before booking, you must clearly explain to your travel agent your requirements, your tastes, your needs and your expectations with regard to the trip planned as well as any detail that could affect the validity of transportation tickets and the smooth functioning of the package (for example, if you are a national of a country other than Canada, or if you have a handicap, etc.) so that your travel agent can give you the proper advice. The name given when booking must be the name appearing in your passport. A \$1000 deposit is required when booking a tour. This deposit does not include insurance. Final payment is due 50 days before departure. Special AIR FRANCE condition: final payment due 50 days before departure for ticket issuance 45 days before departure. Less than 20 days before departure, payment by credit card is required.

LATE BOOKINGS:

For any booking done within 45 days of the departure date, a communications fee of \$25 per person will be charged. Moreover, to benefit from the proposed air fares, regulations require that the booking be done at least 45 days prior to departure, otherwise an extra fee may be charged at the time of booking.

PAYMENT BY CREDIT CARD:

In the case of payment by credit card, the credit card holder's signature is compulsory. The travel agent must retain proof thereof and submit it to EXOTIK TOURS upon request. EXOTIK TOURS reserves the right to cancel any booking in the event that the credit card holder's signature does not appear on the payment slip. If the booking is made by phone and the consumer allows the use of his or her credit card number by the travel agent, the consumer promises to honor the booking conditions even if he or she did not sign the credit card slip, and to sign it upon request, or the booking will be cancelled and subject to penalties mentioned under the heading "Cancellation fees."

PRICES MENTIONED:

All prices mentioned in this brochure are in Canadian dollars and based on double occupancy by two adults.

INSURANCE:

We strongly recommend that you take out an insurance policy against risks inherent to traveling abroad: cancellation fees, medical and hospitalization expenses, loss of luggage, etc. Your travel agent can advise you in this regard.

CANCELLATION FEES:

EXOTIK TOURS will charge cancellation fees on any travel cancellation done by the passenger, regardless of the reason, including the occurrence and/or fear of political unrest, acts of terrorism, natural disaster, personal reasons, etc. The following cancellation fees are applicable for any cancellation before departure (per person):

- More than 45 days prior to departure: \$1000 or 30 % of the package if there is no flights included
- 44 to 30 days: 75% of the package price
- Less than 30 days: 100% of the package price

Note: Refund of airport taxes upon receipt of airline ticket only.

Should you cancel your trip, you must send us all documents required for the refund, if any. The departure date is excluded in determining the cancellation deadline. If cancellation of one or more passengers changes the room occupancy basis for the passenger(s) still traveling, the latter will have to pay the difference such changes have caused. In the event a passenger wishes to modify, change or cancel the package, he or she will be required to notify EXOTIK TOURS in writing within the prescribed deadline. EXOTIK TOURS will not issue a refund for any cancelled or unused services after the departure point.

BOOKING CHANGE:

If, after booking has been confirmed by EXOTIK TOURS, you wish to modify the arrangements already made, any change (flight dates, destination or name change) will be subject to availability and will entail the following fees:

- Up to 45 days prior to departure:
 - Any change concerning the HOTEL: minimum of \$50 per person, per change (plus any additional supplements according to this change).
 - Any change concerning the NAMES, DEPARTURE DATES OR DESTINATION: minimum of \$350 per person, per change (plus any additional supplements according to this change and the availability).

- 44 days or less: your change will be considered as a cancellation and will be subject to the applicable fees.

- Cancellation of one passenger on two. The passenger travelling will have to pay the required supplements of the single occupation.

COST INCREASES AND OTHER CHANGES:

A) Changes before booking:
This brochure was printed several weeks before the first departure date. EXOTIK TOURS reserves the right to make changes without notice in the destination, prices, hotels and services. Check with your travel agent to know the exact details of each package before making your booking. Prices quoted in this brochure are based on the costs at time of printing. They are established on the basis of fuel costs, exchange rates and several other factors. In the event of an increase in these costs, EXOTIK TOURS reserves the right to increase the price of any of its packages, without notice.

B) Changes after booking:
Prices of each package are based on costs at the time of printing of this brochure and/or at time of booking. In the event these costs rises after the booking was made, EXOTIK TOURS reserves the right to charge an additional fee, which you must pay before the departure date unless you wish to notify us in writing of your decision to cancel your reservations, in which case EXOTIK TOURS will reimburse the amount already paid by your travel agent for your package without any further obligation.

C) Other changes and cancellations:
In some exceptional cases, EXOTIK TOURS may and reserves the right to modify your package (for example: change of carrier, change of hotel for another in the same category, change in itinerary, etc.) provided these changes do not in any way affect the enjoyment of your vacation. In the case of cancellation or a major change in your EXOTIK TOURS package, we will contact your travel agent to offer you another package of comparable quality, which you will be free to accept, or refuse and get a refund. However, you must notify us of your decision in writing within 72 hours of such notice.

After arrival at destination, in the event one of the services in the package cannot be provided, we reserve the right to replace such service with another one of equal or superior quality.

After the end of the price validity period and in the event of a price increase, EXOTIK TOURS promises to advise clients within a reasonable time. If the increase is greater than 5% of the brochure published price (before airport taxes), the client has the option to accept this change and pay for it with his or her final payment or to refuse it. In the latter case, EXOTIK TOURS promises to reimburse, without penalty, through the travel agent, the amount received as a deposit from the client without any further compensation.

In any case, EXOTIK TOURS' liability is strictly limited to reimbursing the amount that the travel agent has paid us for your package, without any recourse for damages or other. EXOTIK TOURS reserves the right to cancel a package if not enough participants are registered.

FEES NOT INCLUDED IN THE PACKAGE:

This brochure briefly describes the services included in each package. Hotel service charges, personal expenses (drinks during meals, wine or spirits, optional excursions) and any other items not specifically stipulated as being included in the package must be paid for by the passenger. Departure taxes from the chosen destination, passport fees, visas and gratuities and airport taxes are not included in the cost of the package.

REQUIRED DOCUMENTS:

Some countries require a visa and/or a passport valid for at least 6 months after the date of return to Canada. All passengers must make sure they have a valid passport according to the requirements of the countries visited. Passengers holding other than a Canadian passport may require other documents (i.e. visa or vaccination certificate). The passenger must obtain these documents before departure. It is your responsibility to check with your travel agent or the authorities concerned. If a passenger does not have the necessary documents, he or she could be denied transportation by the carrier and/or refused entry by the country authorities, without being able to claim any refund whatsoever from EXOTIK TOURS.

Passengers not holding a Canadian passport:
Some countries, such as Morocco, will not allow a Canadian visitor to share a room with a Moroccan national even if the reservation was made in Canada in the name of the Canadian passenger. It is the responsibility of the passenger to inform EXOTIK TOURS of any situation other than that of two Canadians traveling together.

Medical recommendations and disabled travelers: Some tours can be tiring depending on the passenger's state of health. Because of the intense heat in some countries, frequent travel and change of food, we recommend that you be in good health and rested when leaving Canada. Unfortunately, in its regular programs, EXOTIK TOURS does not provide special care or special assistance to individuals suffering from a disability. Moreover, some hotels are not equipped to provide special care to clients with a disability. Any person with a disability or incapacity who requires special attention or treatments must notify EXOTIK TOURS in writing at the time of booking and provide a declaration signed by his or her doctor stating that he or she is capable of participating in the activities of the tour and can move without the assistance of another member of the group or the wholesaler's representative. EXOTIK TOURS reserves the right to refuse a passenger who cannot complete the trip or for whom the trip represents a danger to the passenger or to others.

MEDICATION:

Some drugs are not available abroad. You must carry a sufficient amount of your medication, whether it is prescribed or can be purchased over the counter. Furthermore, make sure your medication is in your hand luggage. NEVER pack it in your suitcase or give it to someone else to carry it for you. Make sure you have your prescription paper on you while travelling.

BAGGAGE:

Each airline determines the quantity, size and weight of authorized baggage. Please check with your travel agent. Class of booking may influence baggage

allowance. EXOTIK TOURS assumes no responsibility if your baggage is lost or damaged, for whatever reason. You may not qualify for frequent flyer miles when flying on certain fares.

AIR, SEA OR LAND TRANSPORTATION:

The rates in this brochure are based on specific economy classes of service with airlines. The quantities are limited, supplements can apply. EXOTIK TOURS has no control or responsibility as regards schedules, air, sea or land transportation, nor the type of aircraft, ship or vehicle, which are determined exclusively by the carriers concerned and subject to change without notice. Air travel is in economy class by the carrier specified by EXOTIK TOURS. Conditions of transport are indicated on the airline ticket and are subject to government regulations. In the event that baggage is lost, stolen or damaged, or any personal belongings or the traveler is harmed, the responsibility of the airline carrier is limited as per the conditions of contract stated on the airline ticket. Tickets and boarding passes are non-transferable and non-negotiable. Only the carrier can provide seat selection and EXOTIK TOURS cannot in any way guarantee a particular seat. In the case of air travel, YOU MUST go to the check-in counter at least THREE HOURS prior to the specified departure time, otherwise you can lose your reservation and your seat may be assigned to other passengers, without any recourse against EXOTIK TOURS. In the case of sea or land transportation, and without any obligation on the part of EXOTIK TOURS, the passenger is solely responsible for inquiring about the boarding procedures and for showing up at the required time for embarkation. EXOTIK TOURS has no control over the carrier and cannot in any way guarantee schedules, stops or itineraries, which may be changed by the carriers and be affected by various circumstances, such as weather, port or airport instructions, etc. EXOTIK TOURS assumes no responsibility for any damage and/or additional expenses incurred by a traveler due to a delay, a change of itinerary, a missed connection or the shortening of a stay, for any reason whatsoever. In such cases, the traveler should check with the carrier. Pre or post arrangements are not allowed on packages in Europe. Please check with us for more information.

EXOTIK TOURS REFUSES ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE DUE TO A DELAY BY ANY CARRIER OR DUE TO ANY CHANGE OF SCHEDULE, ITINERARY OR STOPOVER, FOR ANY REASON WHATSOEVER, and will not be held responsible for any accident or event happening while the passenger is on board a means of transport. EXOTIK TOURS has no control over the carriers, departure times, etc.

TOURS:

In addition to the terms and conditions stated above, the following clauses apply to all tours abroad. Tour operators: tours abroad are not operated or managed by EXOTIK TOURS but by tour operators and/or local suppliers whose names appear on your exchange vouchers. EXOTIK TOURS' role is strictly limited to transmitting your reservations to the local tour operator. EXOTIK TOURS does not assume any responsibility in the event of an error or failure to provide any service by the local tour operators or their representatives. Change of itinerary: itineraries stated in this brochure are given for information purposes only and are subject to change at any time. Cities and stops described in the tours, whether individually or as a whole, cannot in any way be considered a determining factor of your booking. Itineraries, visits, accommodation or means of transportation are subject to change during the course of the tour, due to special circumstances, and the local tour operator as well as the guide can decide at any time to make any changes or substitutions, their decision being final and without recourse.

CORRESPONDENTS AND LOCAL GUIDES:

Tours and visits mentioned in the itineraries are provided by local guides. For most visits, EXOTIK TOURS provides English-speaking local guides, but remember that accents can vary from one country to another. Arrival and departure transfers are provided by drivers and do not necessarily include the services of local guides.

ACCOMMODATION: ROOMS AND CABINS:

Rooms: Note that in Europe and Mediterranean countries, heating and air conditioning in hotels may be not working for the months in spring and fall: specially October and May. Sea view: If you have paid a supplement for sea view room, depending of the hotel orientation, please note that sea view can be partial or lateral. Restaurants in hotels: even if there is many restaurants at the hotel, your included meals are always at the buffet restaurant. Supplement can apply for other restaurant services. Hotels shown in this brochure are rated according to quality standards in the country where they are located. These standards are sometimes lower than North American standards, because they particularly take into consideration the services available rather than the comfort in the rooms/cabins.

Hotels are subject to availability and are confirmed at time of booking; they may be replaced by other rooms/cabin of similar category. Hotel and cruise ship companies assign rooms/cabins available when passengers arrive. EXOTIK TOURS has no control whatsoever on the size, location or view of rooms/cabins assigned to passengers.

Single rooms: Single rooms, outside North America, are usually smaller and not as well located as double rooms. Their number is very limited and they can only be confirmed after booking.

Request to share a room: Passengers who booked a tour with single occupancy, can, at the time of booking, request to share the room with another passenger. All such requests must be made in writing at the time of booking. EXOTIK TOURS does not guarantee the compatibility of people sharing rooms or their mutual understanding. They will assume sole responsibility, EXOTIK TOURS being totally exempted, for all the risks and inconveniences associated with sharing a room with a stranger, including the fact that they cannot change travel partners, get a different room during the trip, or have to pay an extra charge for changing the type of occupancy, which is not always possible. In the event that room sharing is denied to a passenger who made such a request, or if such a request is not followed up, the passenger cannot claim this as a reason for canceling his or her booking and must pay the extra charge for single occupancy.

Number of participants in a group:

It can vary from 2 to 45 persons in the programs presented in this brochure.

INSTRUCTIONS:

During a trip abroad, a passenger promises to accept or abide by any reasonable instruction related to the tour, given by EXOTIK TOURS or its representatives. Any person acting in a way that compromises the enjoyment of other travelers on the trip or who refuses to follow instructions given by EXOTIK TOURS representatives may be obliged to return to Canada before the end of the trip, at his or her own expense.

INTERPRETATION AND JURISDICTION:

This contract must be interpreted in accordance with the laws of the Province of Quebec. For all departures starting in the Province of Quebec, the parties are considered domiciled in the judicial district of Montreal. The invalidity in whole or in part of any clause of this contract shall not invalidate any of the other clauses.

LIMITATION OF LIABILITY:

Without limiting the generality of the foregoing, EXOTIK TOURS does not assume any liability for any claim of loss, damage, delay, illness, injury, inconvenience, loss of enjoyment, or anxiety arising from: Fault, negligence or failure on the part of the suppliers of tourist services, carriers or hotels, etc. Illness, theft, strike, mechanical failure, quarantine, government restrictions, weather conditions or any other cause beyond its control; A passenger's failure to have and/or obtain the proper travel documents. Any delay in the passenger's arrival at the airport, regardless of the reason, on the day of departure. Delays by air, sea or land carriers. Material damage, loss of personal effects or theft. Personal injuries, illness or death for any reason whatsoever, including tropical diseases, food poisoning, accident while in a transportation vehicle, fire, etc.

EXOTIK TOURS does not act as insurer for travel risks. The calculation of tour costs takes into account the fact that you agree to all the limitation of liability clauses in favor of EXOTIK TOURS. Our tour prices would be much higher were it not for said clauses.

CRUISES:

To avoid any disappointment, we would like to inform our clients that, unlike cruises in the Caribbean, where luxury services and accommodation are frequent, cruises in the Mediterranean, Asia, Egypt and Russia should be regarded as the most pleasant and convenient way to visit many sites. In no cases can the ships used compared with those used in the Caribbean in terms of tonnage, size and number of cabins, service and entertainment on board, etc. Criteria used for ship classification are established on the basis of local standards, which may be lower than North American standards. Moreover, these cruise ship companies use different types of ships to operate cruises. The choice of ship is their sole responsibility and is done only a few days before departure, without any consultation with us. Moreover, in the event that the tonnage of your cruise ship is lower than the one indicated in this brochure, no price change can be made to the cost of the package. Consequently, we cannot guarantee any particular ship in the cruise ship company's fleet.

REPRESENTATION:

This brochure, with the terms and conditions, constitutes all the representations made by EXOTIK TOURS. EXOTIK TOURS, the airlines and the service providers do not assume any responsibility arising from unauthorized declarations, actions, misrepresentations or misinterpretations given or made by a travel agency or its employees with regard to the standard, quality or services provided or the benefits included or not included in the vacation packages described in this brochure. None of the services or benefits mentioned in a package can be considered a determining factor in the passenger's choice or a main consideration for a booking. EXOTIK TOURS' LIABILITY ARISING FROM FAILURE TO PROVIDE A SERVICE OR A BENEFIT DESCRIBED IN THIS BROCHURE IS LIMITED TO THE COST OF SUCH SERVICES OR BENEFITS.

CLAIMS:

It is of the utmost importance that you notify us of any claim as soon as possible. Please send us in writing the details of your complaint or claim within (14) fourteen days of your return. Your claim will not be accepted if it is sent to us more than 14 days after your return to Canada. EXOTIK TOURS promises to open a file if the claim concerns a failure that can be quantified in dollar terms. Investigations take approximately 90 days. EXOTIK TOURS' liability, if there be any, is limited to reimbursing all or part of the amount(s) related to the service(s) concerned. EXOTIK TOURS will not take into consideration losses of enjoyment which are subjective.

CHARGES AND SERVICE:

Contribution to refinance the wholesalers collective fund.

**Validity:**

September 10th to May 10th, 2010

EXOTIK TOURS is a wholly-owned division of Thomas Cook Canada Inc.
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FOR TRAVEL AGENTS ONLY :

Please contact Exotik Tours at
1 888 722-4212