

Explorica terms & conditions

The following Terms & Conditions are valid until August 31, 2012, and for travel between October 1, 2011, and September 30, 2014.

WHAT DOES THE TOUR FEE INCLUDE?

- > Round-trip airfare from your departure city
- > Accommodations that sleep 3 to 4 per room (except on night trains, cruises, and ferries), always with private bathrooms, unless otherwise noted; participants may be roomed with other same-gender participants from the entire bus group
- > Airport transfers at destination and all transportation between cities, except when deviating from your group
- > Local public transportation to all scheduled itinerary activities
- > Full European or Buffet-style Breakfast daily (unless otherwise noted)
- > Dinner daily at your destination (unless otherwise noted)
- > Lunch (per program description)
- > All excursions, led by professional local guides per program description
- > City walks led by an Explorica Tour Director, per program description
- > Visits to select attractions and theatre tickets per program description
- > Full-time services of a professional Tour Director
- > 24-hour emergency service

If we fail to deliver any of the above services, we will promptly refund you its value.

WHAT DOES THE TOUR FEE NOT INCLUDE?

- > Passport, visa, transit visa and any required travel insurance
- > Taxes, fuel surcharges and airport fees (all subject to change)
- > Beverages at dinner
- > Lunch, unless specified in the itinerary
- > Optional excursions and/or extensions (including cruise shore excursions)
- > Explorica's Travel Protection Plan
- > Local transportation to unscheduled activities
- > Tips to Tour Director, bus drivers, local guides, and cruise staff
- > Weekend supplement of \$40 if your departure or return flight falls on a Friday, Saturday, or Sunday (does not apply to tours to the U.S., Canada, Puerto Rico)
- > Any applicable private group fee or small group supplement
- > Any applicable baggage-handling fees imposed by airlines

HOW DO I ENROL?

We use the internet and email as our primary method of communication, a system that enables us to keep our costs—and yours—down. As such, we require a valid, current email address with which we may effectively correspond with you.

TO ENROL ONLINE:

Explorica strongly recommends you enrol online. It is the most immediate and seamless enrolment method, and it allows us to keep our costs low. To enrol online, go to explorica.ca and click on "Sign Up" at the top of the page. Enter your Tour Centre ID into the box on the left-hand side of the screen and click "GO".

Note: Online enrolments require a valid credit card (MasterCard or Visa), or a valid chequing account for electronic payment.

TO ENROL BY PHONE:

Call toll-free 1.888.378.8845 x299 to speak to a Customer Care Representative. All phone enrolments require a valid credit card (MasterCard or Visa) or valid chequing account for electronic payment.

TO ENROL BY FAX:

Complete the registration form in the Participant Application booklet and fax toll-free to 1.888.375.6177. All fax enrolments require a valid credit card (MasterCard or Visa) or valid chequing account for electronic payment. Faxes received after 5 PM EST will be entered the following business day.

TO ENROL BY MAIL:

Fill in the registration form in the Participant Application booklet and mail it to:

Explorica Canada, Inc. Attn: Admissions
3080 Yonge St., Suite 5052, Box 32 Toronto, ON M4N 3N1

All mailed enrolments may be paid by cheque, money order or credit card (MasterCard or Visa) or valid chequing account.

Note: Sign up date is considered date of receipt.

ENROLMENT DEADLINES

Our tours fill up fast; enrol as early as possible. All enrolments, including chaperones', received less than 99 days prior to departure will be subject to a \$125 late enrolment service fee and must immediately be paid in full, including the service fee, by credit card, certified cheque, or money order. After enrolment, additional charges (for last-minute flight reservations, increased Tour Fees, etc.) may apply. Late applicants will be placed on a waiting list; if no space becomes available we'll refund the full

payment, minus any reinstatement or previous cancellation fees that may apply. Please be aware we cannot guarantee that participants whose enrolments are accepted less than 99 days prior to departure will share the same flight itinerary as the rest of their group.

For the complete terms governing late enrolments, please contact Explorica at 1.888.378.8845 x299 or visit explorica.ca/faq.

WHAT IS THE PAYMENT SCHEDULE AND PROCESS?

Explorica offers three main payment options for our tours. We accept MasterCard, Visa, electronic chequing account payments, money orders and personal cheques made payable to "Explorica Canada, Inc."

MONTHLY AUTOMATED PLAN

Pay your \$195 non-refundable deposit and selected travel protection plan costs and the balance of your total fees will be automatically charged to your credit card or bank account (if mailing an application please include a voided cheque) in equal monthly instalments until 35 days prior to your departure date. You will not receive monthly invoices or email payment reminders. The monthly payments will increase if additional charges are applied to your account. If two consecutive payments are returned NSF or declined, we will change your account to the 3-Step Manual Plan. Any missed payments need to be made manually.

FULL PAYMENT

Pay in full at time of enrolment.

3-STEP MANUAL PLAN

Pay your \$195 non-refundable deposit and selected travel protection plan costs upon enrolment, and then pay \$600 toward your Tour Fee 30 days later. The total remaining balance is due 99 days prior to departure and can be paid by cheque, credit card (MasterCard or Visa), or electronic chequing account payments. Explorica will send email reminders of payments due approximately two weeks in advance of the payment due date. Please note that we do not automatically deduct payments on this plan; you must make each payment manually.

GENERAL PAYMENT INFORMATION

We accept electronic chequing account payments, MasterCard, Visa, money orders, and personal cheques. Any payments made past the final payment deadline must be paid by certified cheque, money order, or credit card. Please note personal cheques are only accepted until 99 days prior to departure. Payments that are late are subject to a \$50 fee. The date of payments is determined by the date of receipt at Explorica. If you are not paid in full by 90 days prior to your departure or do not meet the conditions of your payment plan, your tour reservation will be cancelled (subject to standard cancellation policy).

A non-refundable \$50 processing fee will be charged for any payment rejected due to insufficient funds, disputed by your credit company, returned to us by the drawer's bank, or returned due to a stop-payment order.

MAIL CHEQUES OR MONEY ORDERS TO:

Explorica Canada, Inc Attn: Accounts Payable
3080 Yonge St., Suite 5052, Box 32 Toronto, ON M4N 3N1

WHAT IS THE CANCELLATION POLICY?

Before the tour begins, Explorica reserves space for each enrolled traveller and thus incurs costs. For this reason, we must charge cancellation fees. In order to protect your travel investment in the event you need to cancel your tour, Explorica recommends purchasing its travel protection plan.

The following cancellation policies apply:

If you withdraw this many days prior to departure	You will receive a full refund minus the following amounts
More than 140 days	\$300 + the \$195 non-refundable deposit
140–100 days	\$500 + the \$195 non-refundable deposit
99–31 days	50% of All Fees + the \$195 non-refundable deposit
30 days or less	No refund*

*If you notify us of your cancellation in writing at least 24 hours prior to your departure and return any paper tickets we have issued, you will receive a \$100 refund.

All cancellation requests must be submitted in writing by mail, fax, or email to cancellations@explorica.ca. If you cancel and name a replacement participant in writing at least 100 days

prior to departure, we will refund \$200 of your cancellation fees. Regretfully, we cannot refund late fees, bank fees, transfer fees, travel protection plan costs, or visa fees and we cannot transfer any payments between participants. Most participants will receive their refund within six weeks.

REINSTATING ENROLMENT

Participants who have cancelled and then want to rejoin the tour must pay a \$50 reinstatement fee, plus any difference between the old and new Tour Fees and any applicable late fees, and their enrollment is subject to availability and to all conditions governing late enrollments (if applicable). Travelers must also re-purchase insurance (if applicable).

WHAT ABOUT A TRAVEL PROTECTION PLAN?

Through Trip Mate, our third-party travel protection plan provider, four out of five Explorica travellers protect their tours with our travel protection plan. Through Trip Mate, Explorica offers one of the finest travel protection plans in the industry. Our travel protection plan covers you for the following events:

- > A traveller's injury, sickness, or death of an immediate family member
- > Theft of passport or visas
- > Flight cancellations due to strike or bad weather
- > Loss of luggage and personal effects
- > Trip Cancellation or Trip Interruption due to covered reasons such as a covered sickness, injury or death
- > Trip Cancellation or Trip Interruption due to Terrorist Acts, as defined

CANCEL FOR ANY REASON GUARANTEE—THE EXPLORICA DIFFERENCE

What truly separates Explorica's Travel Protection plan from the rest is our Cancel For Any Reason guarantee. Administered by Trip Mate, Explorica's third-party Travel Protection plan provider, Explorica's Cancel For Any Reason guarantee protects your tour investment should you need to cancel your tour for any reason not currently covered in our travel protection plan, provided cancellation occurs two days or more before tour departure. **The cost of Explorica's Travel Protection Plan, including the Cancel For Any Reason Guarantee, is \$15 per day, maximum \$225.**

Along with the Cancel For Any Reason Benefit, purchasing this optional plan entitles you to the following benefits:

Post-Departure Trip Interruption. If you have to interrupt your trip after departure due to a covered injury, sickness, or death (your own or that of a travelling companion or an immediate family member) or for unforeseen circumstances as defined, including cancellation of arrangements by an airline due to strike or bad weather, a documented theft of passports or visas, or a terrorist act which occurs in your departure city or in a city which is a scheduled destination for your trip provided the terrorist act occurs within 30 days of the scheduled departure date for your trip and your premium is received within 14 days of the initial deposit/payment for your trip, you will be reimbursed up to the trip cost for the unused, non-refundable land or water arrangements and the additional transport charges paid to return home or to rejoin your trip (limited to economy one-way airfare, or first class if your original tickets were first class).

Trip Delay. Provides up to \$100 per day (maximum of \$500) for reasonable accommodation and travelling expenses until travel becomes possible if you are delayed for more than 12 hours due to a covered reason such as common carrier delay; injury, sickness, or death of you or your travelling companion; quarantine; lost or stolen passports, travel documents, or money; or natural disaster.

Medical Expense/Emergency Assistance. Provides reimbursement up to \$1,000,000* for reasonable and customary medical expenses incurred within 365 days of a covered sickness which occurs while on your trip; emergency dental treatment received during your trip; up to \$15,000 for the cost of emergency transport to home or an appropriate hospital, including escort expense (both, if deemed necessary by the attending physician), for a covered injury or sickness which occurs while on your trip; or the cost of homeward carriage if deceased.

*The Accident and Sickness Medical Expense Benefits of this plan are subject to a maximum benefit limit of \$15,000 for those persons who at the time of a covered injury or sickness do not have valid hospital and medical insurance under a Government Health Insurance Plan of a province or territory of Canada.

Baggage & Travel Documents. Coverage up to \$2,000 for direct physical loss or damage to your baggage, passports, or visas while on your trip. A \$500 maximum limit applies to jewellery, gems, watches, cameras and camera equipment, and furs; a \$250

per article limit applies to all other items. If, while on your trip, your baggage is delayed for 24 hours or more, we will reimburse you up to \$150 for the purchase of necessary additional clothing and personal articles.

Pre-Existing Conditions Waiver. The plan exclusion for pre-existing conditions is waived if, you purchase the plan within 14 days of your initial deposit/payment for your trip and you are not disabled from travel at the time your plan payment is received.

A "Certificate of Coverage" which provides complete details of the plan, including conditions, exclusions, and limitations, is available to you on our website under the Travel Protection Plan or is available to you at any time by request.

The Explorica Travel Protection Plan benefits are administered by: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, Missouri 64114; tel. 1.800.888.7292.

The Explorica Travel Protection Plan is underwritten by Co-operators Life Insurance Company, 1920 College Ave., Regina, Saskatchewan S4P1C4. Property risks are underwritten by The Sovereign General Insurance Company, 500-6700 Macleod Trail S.E., Calgary Alberta T2H 0L3.

The cost for Explorica's Travel Protection Plan is \$15 per day of your tour, maximum \$225. This plan must be purchased at the time of enrolment.

ARE THERE OPTIONAL EXTRAS FOR INDIVIDUAL PARTICIPANTS?

Explorica offers various options to enhance your overseas experience. You must register for the following optional extras at the time of your enrolment. Any changes to your itinerary after time of enrolment will be subject to availability and additional charges will apply. For further details, please consult an Explorica Customer Care Representative at 1.888.378.8845 x299.

Alternate departure airport. Depart from a different airport than your fellow group members. You pay the Tour Fee from the alternate airport, plus a service fee of \$175 if requested up to 130 days before departure. If requested between 129-90 days before departure, the fee is \$225. This option is not available less than 90 days before departure. Additional fees may apply, and your alternate airport must be one of Explorica's gateways.

Land-only tours. On many of our tours, you may arrange for your own airline tickets and join the group at the first hotel at the first overseas destination. We will discount your Tour Fee by up to 35 percent. Airport transfers are the responsibility of the traveller.

Stay-ahead and stay-behind options. You may wish to spend time at your destinations before or after the scheduled tour. The fee for this service is \$175 upon enrollment. If requested after enrollment and up to 130 days before departure, the fee is \$225. Additional fees may apply if requested between 129-90 days before departure. This option is not available less than 90 days before departure. We will change your airline ticket, and you are responsible for all accommodations, meals, and transfers before and after the scheduled tour. Because we will arrange your airline tickets separately from your groups, we cannot guarantee that you will share any of the same flights, and additional fees may apply.

Accommodations. All participants aged 22 and younger room together in same gender triples or quads from the same bus group (unless otherwise noted). Participants aged 22 and younger may choose to upgrade to stay in a double/twin room for an additional \$40 per night. The deadline for requests for double/twin upgrades is 50 days before departure. Participants aged 23 or older are required to stay in a double/twin room and are therefore automatically charged the additional \$40 per night. Participants aged 23 or older may choose to upgrade to stay in a single room for an additional \$80 per night. The deadline for requests for single room upgrades is 50 days before departure.

Optional excursions. On each program we offer a number of optional activities pre-negotiated with our overseas suppliers. Enrolling prior to departure helps us plan; we offer you a lower price on each of these activities if you enrol 45 days or more before departure. For most optional activities you can enrol and pay online up to 99 days prior to your departure date, and you can enrol and pay over the phone for most excursions up to 45 days prior to departure. After that date, you can register on a space-available basis only during the tour itself. Some activities require pre-booking; please refer to the individual tour itineraries for booking specifics. All optional excursions are based on 20 paying participants. If there are fewer than 20 paying participants enrolled on an optional excursion, Explorica reserves the right to add a surcharge or cancel the optional excursion at its discretion.

ARE THERE OPTIONAL TOUR ENHANCEMENTS FOR THE GROUP?

The following additions and alternatives must be reserved for the entire group when the Group Leader creates a Tour Centre:

Stay-ahead and stay-behind. If the entire group would like to arrive at the first destination a few days earlier or stay at the final destination a few days later than the scheduled tour,

Explorica can change your airline tickets (assuming you are flying into or out of the same airport as the scheduled tour). The service fee is \$50 per participant, and all additional costs for land arrangements will be passed along to the participants. This optional tour enhancement requires a minimum of 10 paying participants.

Tour extensions. Many of our programs offer extensions to the normal tour. These extensions must be booked at the time of enrolment, must apply to the entire group, and any changes will incur additional charges. All tour extensions are based on 25 paying participants. If there are fewer than 25 paying participants enrolled on a tour extension, Explorica reserves the right to add a surcharge or cancel the tour extension at its discretion.

ADULTS AND CHILDREN UNDER 8

Our programs are primarily developed for youths, but adults are welcome to participate. As our prices are based on youth rates, we charge a flat rate adult supplement of \$130 per adult (23 years of age or older). Adults are automatically placed in twin rooms unless a single room is requested. The double/twin or single room supplement will apply in addition to the adult supplement, and will be charged even if the adult requests a triple room. We do not accept applications for travellers under the age of 8 at time of departure.

GENERAL INFORMATION

Any requested changes to itinerary, travel date, package type, or other aspects of your tour made after your tour has been chosen may be subject to additional fees.

Please note that once a Group Leader chooses a new itinerary, new departure date, or small group supplement, that decision is binding for the group. Additionally once a Group Leader cancels a tour on behalf of the group, standard cancellation fees apply. Participants wishing to cancel their enrolments at that point must pay any applicable cancellation fees.

Guaranteed Travel Date Tours. If your groups enrolls on a Guaranteed Travel Date tour, your itinerary and departure date is guaranteed not to change. Please note that tour extensions and stay-ahead/stay-behinds are not guaranteed on Guaranteed Travel Date tours, and require a minimum number of travelers in order to run.

Private & Custom Tours. Your group may elect to have its own bus and Tour Director rather than travelling with one or more other groups. A private tour will follow the published itinerary (including any tour upgrades or options your group has selected), and the quoted fee for a private tour depends on your group size and tour length. (If your final group size is less than the quoted group size at 99-30 days prior to departure, participants will be required to pay an increased private group fee or, if they choose to cancel, any applicable cancellation fees.)

Consolidated Tours. In order for us to offer the lowest possible Tour Fees, our prices are based on a minimum of 35 paying participants. We therefore sometimes combine smaller groups into one larger group of approximately 50 participants, giving you the benefit of meeting students and teachers from schools other than your own. If an insufficient number of participants sign up for a tour, Explorica will communicate to the Group Leader any changes to a comparable tour and participants will then pay the fees for the new tour. If no similar tour is available, the group may pay a small group supplement to run the original tour.

Changes in travel dates. For Private and Consolidated tours, Explorica reserves the right to change the date of departure due to heavy demand on certain peak travel dates. From October 1 to April 30, the change of date will be no more than one day in either direction. From May 1 to September 30, the change of date may be up to three days in either direction. If we suggest a change of departure from a weekday to a weekend, Explorica will waive the weekend supplement.

Changes in itineraries. Explorica reserves the right to make changes in the itinerary when deemed necessary. These changes might include shifting the order of cities visited, reversal of the tour, separate flight itineraries, or exchanges of airlines, cruise ships, or modes of transportation. On certain holidays some attractions might be closed, so we will offer a similar activity or refund you the value of the cancelled event. If your group's flight arrives late on the scheduled arrival day, we will attempt to reschedule any activities you miss on that day or provide an adequate substitute activity on another day of your tour. We cannot offer refunds for these activities.

Airlines and airports. Explorica works with only reputable and reliable international and domestic airlines, such as Alitalia, Air Canada, Air France, American Airlines, British Airways, Continental Airlines, Delta, Iberia, Lufthansa, United Airlines, USAirways, TACA, and Virgin Atlantic. For international flights to and from Scotland, Explorica uses Glasgow and Edinburgh airports interchangeably. For international flights to and from Ireland, Explorica uses Shannon and Cork airports interchangeably. For international flights to and from Italy, Explorica uses Venice and Milan interchangeably. The passenger contract in use by the airline, when issued, shall constitute the sole contract between

the airline and the passenger. The airlines mentioned above shall have no responsibility to any traveller aside from their liability as common carriers.

Airline tickets and final itinerary. We will post all travel details, including flight schedule, hotel names, and your Tour Director's name, on our website (at your personal Tour Centre) prior to departure. Airline tickets or E-ticket confirmation numbers will be sent to your teacher before departure. Flight times, airlines, itineraries, Tour Directors, and hotel information are subject to change. Please note any request to correct a participant's first, middle, last name, or gender prior to ticketing will incur a minimum \$200 name change fee. We cannot make any changes less than 35 days before departure; participants who have not corrected their names by this date risk being unable to board their flights.

Passports and visas. It is each traveller's responsibility to obtain a valid passport, visa, transit visa and any required travel insurance coverage (if applicable), and notarized parental consent form.

We suggest that this process be completed well in advance of departure. Please note that customs officials may not allow you to enter a country unless your passport is valid for at least three months after your return date. All travellers must contact the appropriate embassies and consulates to inquire about and obtain any necessary visas for all countries to be visited.

Additional information. Each Explorica tour begins when you leave from your departure airport and ends upon completion of the return flight to North America.

Tour Fees published in the brochure are based on currency exchange rates at time of print. In the event of a major currency fluctuation or tax increases, Explorica reserves the right to adjust the Tour Fees and apply a surcharge. In the event that airlines incorporate fuel surcharges, taxes, and fees into airfares, Explorica reserves the right to adjust the Tour Fee and apply a surcharge. Completion of payment does not occur until taxes, fees, adjustments and surcharges have been assessed. Please note that if the total tour price is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than seven percent, the customer has the right to cancel the contract and obtain a full refund. There will be no price increases after the customer has paid in full.

No warranties, representations, terms, or conditions apply to any tour unless expressly stated in this document or in a letter signed by an Explorica officer at our Canadian office. Explorica, its affiliates, directors, officers, employees, teachers, or school administrators, including any person or entity employed or utilized by Explorica in any foreign country, cannot be held responsible for any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including, without limitation to, acts of God, war, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.

Explorica reserves the right to cancel a tour at its discretion. In the event of instability in a destination country, decisions to cancel a tour will be based on Travel Warnings issued by Foreign Affairs and International Trade Canada.

Please note that a participant will not be allowed to travel on an Explorica tour if his/her name does not appear on the travel roster on the day of departure or if he/she has not agreed to Explorica's Terms and Conditions.

**Travel Registration Number: 50012536
OPC Number: 702416**