



OLYMPIC GAMES PYEONGCHANG 2018

Terms and Conditions



GENERAL TERMS AND CONDITIONS FOR TRAVEL AND ACCOMMODATION SERVICES

1. PARTIES

These General Terms and Conditions (“**Terms and Conditions**”) are entered into between:

ATPI Travel and Events Canada Inc. (“**ATPI Canada**”)
438 McGill– 5th Floor,
Montreal, Quebec H2Y2G1
Canada

Phone number: (514) 316-7012

Email address: olympicgames@atpi.ca

- AND -

You (referred to herein as the “**Client**”)
(collectively, the “**Parties**”)

2. PREAMBLE

2.1 The Parties agree that these Terms and Conditions govern the Services (defined below) provided to the Client by ATPI Canada, a wholly owned subsidiary of ATPI Limited. ATPI Canada and ATPI Limited are collectively referred to in these Terms and Conditions as “**ATPI**”.

2.2 For any questions about these Terms and Conditions, please contact our customer service team at: olympicgames@atpi.ca.

2.3 This preamble shall form an integral part of these Terms and Conditions.

3. DEFINITIONS

3.1 **CASL** means Canada’s anti-spam legislation, found at S.C. 2010, c.23.

3.2 **Client** means any party having requested Services from ATPI for itself or on behalf of a Traveler.

3.3 **Confidential Information** means any information disclosed in accordance with Section 21 hereof.

3.4 **Order Confirmation** has the meaning attributed to it in Section 10.1 hereof.

3.5 **Parties** means the parties to these Terms and Conditions, namely ATPI and the Client.

3.6 **Services** means any travel or accommodation services that ATPI agrees to provide to a Client as described in the Order Confirmation.

3.7 **Traveler** means the Client and/or any other natural person for whose benefit the Services have been booked or provided.

3.8 **Travel Service Provider** means any third-party provider of the Services, including, but not limited to, an air carrier, transportation service provider, ticket reseller or provider, tour operator, hotel, event or travel coordinator, or any other third-party appointed by ATPI to provide any of the Services.

4. APPLICABILITY

- 4.1 ATPI agrees to provide the Client with the Services in accordance with the provisions of these Terms and Conditions. In addition, the purchase of Services is subject to the Terms of Use and the Privacy Policy, which may be reviewed here: <https://www.atpi.ca/olympicgames/>. Should there be any inconsistencies between the provisions of these Terms and Conditions and those of the Terms of Use or the Privacy Policy, the provisions of these Terms and Conditions shall prevail. By purchasing Services, the Client and the Traveler agree to be bound by these Terms and Conditions. Where the Client purchases individual entrance tickets for the Olympic Games in addition to the Services, the provisions of the Entrance Ticket Purchase Agreement, which may be reviewed here: <https://www.atpi.ca/olympicgames/>, are hereby incorporated in these Terms and Conditions, to the extent (i) permitted by applicable law; and (iii) not inconsistent with the provisions of these Terms and Conditions.
- 4.2 Subject to the provisions of Section 4.1 above, these Terms and Conditions comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
- 4.3 These Terms and Conditions apply specifically to that portion of the Services offered by ATPI. Where a portion of the Services are provided by a Travel Service Provider, the terms and conditions related to those Services will be governed by the terms and conditions of the relevant Travel Service Provider.

5. SERVICES

- 5.1 ATPI shall provide the Services described in an Order Confirmation or as may be agreed upon mutually in writing between the Parties. The Client hereby agrees to purchase, and ATPI agrees to sell, the Services detailed in the Order Confirmation.

6. ELIGIBILITY

- 6.1 The Client must have reached the age of majority in its province or territory of residence to purchase Services and must be a resident of Canada.

7. RESPONSIBILITY

- 7.1 The Client's and the Traveler's rights, remedies and recourse under these Terms and Conditions for any breach by ATPI are solely and exclusively against ATPI Canada. ATPI Limited is not liable for any obligation of ATPI Canada under these Terms and Conditions.
- 7.2 In providing travel information, making reservations and issuing tickets and other documents to the Client or the Traveler, ATPI acts solely as an intermediary with the Travel Service Provider(s). ATPI does not guarantee or insure the Services to be provided by any Travel Service Provider. ATPI assumes no responsibility or liability whatsoever for any actions beyond its control in connection with the Services. ATPI is not responsible or liable for any claims, losses, damages, costs or expenses arising out of personal injury or death, loss of enjoyment, upset, disappointment, distress or frustration, loss of or damage to property, accident, delay, non-performance, *force majeure* irregularity, or any consequence from them, which may be occasioned through the neglect or default or any act or

omission of any Travel Service Provider or any governmental authority or which may be occasioned through weather, equipment failure, labour disputes, sickness, theft or any other reason not within the direct control of ATPI. Without limiting the generality of the foregoing, ATPI is not responsible or liable for any consequential damages whatsoever.

- 7.3 From time to time, ATPI transmits the necessary proceeds from the sale and booking of Services to the Travel Service Provider supplying those Services. In the event that such a Travel Service Provider defaults prior to providing the Services for which payment has been made, the Client's and the Traveler's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.
- 7.4 ATPI disclaims all liability for errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider.
- 7.5 The Client and the Travelers are obligated to comply with all the instructions given by ATPI in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards ATPI and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, or they will be obliged to bear their own damage caused as a result.
- 7.6 Where a Traveler causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from the Services by ATPI and/or the Travel Service Provider if ATPI and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Services. Any and all damages caused as a result will be for the Client's account.
- 7.7 The Client and/or the Travelers are obligated to prevent or limit any damage (or any further damage), including by notifying ATPI as quickly as possible of any complaints. Complaints with respect to a reservation made by ATPI must be submitted to ATPI within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.
- 7.8 If the Client is in default of any provision of these Terms and Conditions and is unable to cure such default within a reasonable time of receiving written notice (which contains sufficient particulars of the default), ATPI will be entitled to terminate the Services in accordance with the terms of these Terms and Conditions. If the Client fails to cure the default, ATPI will send a written notification confirming the termination of the Services.
- 7.9 In the event of a situation involving force majeure, ATPI will be entitled to terminate the Services by means of a written notification at any time.

8. PRICING

- 8.1 All prices listed are in Canadian dollars, unless otherwise stated and are quoted including applicable sales taxes (e.g. GST, HST or QST). ATPI is not liable for any fluctuation in price or change in schedule or equipment or accommodations in connection with any Services that occur before, during or after the purchase of

the Services. Prices are based exclusively on factors existing at the time at which the Services are purchased.

- 8.2 Airport fees for airports that require payment on site, where applicable, are not included in the pricing. All prices are subject to change without prior notice. Should there be a discrepancy between the price shown on any website or elsewhere and that of the actual Travel Service Provider, the latter shall prevail. All Services are subject to availability and are deliverable to residents of Canada only.
- 8.3 For the purposes of compliance with Section 13.2 of the *Regulations Respecting Travel Agents* (Quebec): “(i) the price for the tourist services sold may only be increased following the imposition of a surcharge on fuel by the carrier or an increase in the exchange rate, insofar as the exchange rate applicable 45 days before the date on which the services are provided has increased by more than 5% since the date on which the contract was entered into; (ii) if the increase, without taking into account any increase in the Québec sales tax or Canada’s goods and services tax, is equal to or greater than 7% of the price of services, the customer may choose between full and immediate reimbursement of the services or the provision of similar services; and (iii) no price increase may occur within 30 days preceding the date on which the services must be provided.”
- 8.4 The room prices indicated are exclusive of any service charges of the relevant hotel, city tax (or the like) and breakfast. The room price does not include extra services (such as pay TV, internet access, minibar, pressing, portage and room service); such extra services do not form part of the Services offered by ATPI.
- 8.5 Upon the purchase of any Services, the Client hereby agrees to contribute to the Travel Agents’ Client Indemnity Fund (*Fonds d’indemnisation des clients des agents de voyage*) (the “**Indemnity Fund**”). The Client’s contribution to the Indemnity Fund is detailed in the Order Confirmation.

9. PAYMENT

- 9.1 Payment is required at the time of purchase for online bookings or as otherwise agreed upon by the Parties. All fraudulent purchases will be investigated and the wrongdoers will be prosecuted. By accepting these Terms and Conditions, the Client hereby agrees to pay all amounts set out in the Order Confirmation, including, without limitation, any and all applicable taxes and delivery, convenience and other fees described in the Order Confirmation. ATPI may determine the applicable payment terms at the time of the purchase.
- 9.2 When allowed under the applicable Travel Service Provider's terms and conditions, ATPI may accept a deposit from the Client to reserve Services. If full payment for the Services is not received when due under the Travel Service Provider's terms and conditions, then the deposit shall be forfeited by the Client to the Travel Service Provider.
- 9.3 Payment can be completed using any credit card.
- 9.4 All amounts received by ATPI will be deposited in its trust account(s). The trust account(s) will be debited by ATPI to: (i) pay all requisite amounts owing by ATPI to the Travel Service Provider in respect of the Services; and (ii) remit the Indemnity Fund contributions to the Quebec Consumer Protection Office, as the case may be.

- 9.5 If payment fails or is interrupted and the Client still wants to purchase the Services, the Client must send the Order Confirmation received by it or by the Traveler to olympicgames@atpi.ca within 24 hours.
- 9.6 Please note that as soon as the Client or the Traveler has received an Order Confirmation, the Services are reserved. If the Client or the Traveler does not contact the customer service team within 24 hours in the occurrence of the event described at Section 9.5 above, the Services will automatically be cancelled and can no longer be claimed.
- 9.7 Orders will only be processed after a billing address and other billing information have been verified. Where ATPI receives incorrect billing or credit card information for a Services order, this can delay the processing of the order and the delivery of the Services.

10. CONFIRMATION AND DELIVERY

- 10.1 Once an order for Services is confirmed and payment is completed, the Client and, as the case may be, the Traveler, will receive a confirmation email providing the Client and the Traveler with a confirmation number (the “**Order Confirmation**”). The Client and the Traveler must keep the Order Confirmation.
- 10.2 The Client will provide ATPI in a timely manner with the information required (including any further information required) regarding itself and any other Traveler. In the event that the information is not provided in a timely manner, ATPI will be entitled to charge the Client an administrative fee equal to 2% of the Services, the whole in addition to any amounts charged by any Travel Service Provider to ATPI, which amounts will also be borne by the Client.
- 10.3 The Client and the Traveler shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Client or the Traveler must contact ATPI on the same day on which the booking is made in order to have it corrected. The Client and the Traveler are fully responsible for any errors or missing information.
- 10.4 The Client hereby agrees that ATPI will be entitled to provide the information regarding itself and any other Traveler, including, without limitation, the mobile telephone number and e-mail address, to the Travel Service Providers. The Client warrants to ATPI that all Travelers have given the Client the requisite authorizations to transfer such information to ATPI, the Client hereby indemnifying ATPI in respect of any claims brought by any Traveler in respect of any such transfer or holding of, or dealings with, any such information. If the Client does not wish to permit such information to be provided or is in default in this respect, ATPI will not be liable for any delays and/or other damage caused by the inability to inform the Travelers in a timely manner by or on behalf of ATPI.
- 10.5 If, for any reason whatsoever, the Client or the Traveler does not receive an Order Confirmation or an error message is received or the Client encounters a service interruption, the Client is fully responsible to contact the customer service team to confirm whether the order was properly processed. The Client is fully responsible for any problems that may occur during the purchase of Services. In such case, ATPI shall not be responsible or liable for any losses (monetary or otherwise) that may result from any problem occurring during the purchase process of Services through its website, including, without limitation, the failure

of a transaction to be completed or confirmed, whether through the actions of ATPI or its related entities, or a third party.

- 10.6 Electronic tickets will be delivered by means of e-mail or facsimile transmission. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Client and ATPI. If the Client elects to have any documents delivered by courier, applicable courier charges will be payable by the Client. The Client and the Traveler are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

11. CLIENT RESPONSIBILITIES AND DOCUMENTATION

- 11.1 It is the responsibility of the Client to ensure that he or she and the other Travelers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before leaving Canada, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination and re-entry to Canada. The Client acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Services. Obtaining passports and visas may require lengthy processing times and it is the Client's and the other Traveler's responsibility to ensure timely receipt of all documents. The Client acknowledges that entry to another country may be refused even if the required information and travel documents are complete.
- 11.2 Specialized notarized documentation may be required for unaccompanied minors and for children traveling without both parents.
- 11.3 The Client and the Traveler will be responsible for obtaining additional information necessary from the relevant authorities and will verify in a timely manner prior to the departure or the commencement of the event whether the information obtained earlier has been changed since that time.

12. AIRPORT CHECK-IN

- 12.1 It is the Traveler's obligation to check-in at the airport for air travel within the time specified by the applicable Travel Service Provider and, following check-in, to proceed to the correct departure gate by the time specified on the Traveler's boarding pass. A Traveler will be denied boarding if the Traveler has not checked-in or arrived at the correct departure gate on time. ATPI is not responsible if the Traveler misses his or her flight.

13. FLIGHT TIMES AND RECONFIRMATION

- 13.1 All flight times, carriers, equipment and itineraries are subject to change with or without prior notice. If ATPI is made aware of a change by a Travel Service Provider, it will use commercially reasonable efforts to advise the Client and/or the Traveler as soon as possible. In the event of a flight delay related to weather, traffic or another *force majeure* situation, it may not be possible for the air carrier to provide meals and/or accommodations. ATPI is not responsible for lost wages, missed holiday time or any other additional charges incurred as a result of changes in times or itineraries.
- 13.2 If a Travel Service Provider cancels the reservation(s) on the ground of *force majeure* (including fires, floods, earthquakes or other natural disasters), that will not in any way affect the other parts of the Services. With respect to the Services

that the Travel Service Provider has cancelled on the ground of *force majeure*, the Client will be obligated to pay ATPI the intermediation fee owed to ATPI in respect of the Services that have been cancelled.

14. FOREIGN TRAVEL

14.1 Air travel to other countries is governed by various conventions and agreements between Canada and other governments, which are incorporated into the terms and conditions of the Client's purchase of applicable air travel services. Incorporated terms may include, but are not restricted to:

- (a) limits on liability for personal injury or death;
- (b) limits on liability for lost or damaged baggage and its contents, including fragile or perishable goods, and availability of excess valuation coverage;
- (c) claims restrictions, including time periods within which passengers must file a claim or bring an action against the air carrier;
- (d) rights of the air carrier to change the contract;
- (e) rules on re-confirmation of reservations, check-in times and refusal to carry; and
- (f) rights of the air carrier and limits on liability for delay or failure to perform services, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

14.2 It is the Client's responsibility to become familiar with the relevant laws and customs of the countries of destination. The Client acknowledges that the living standards and practices at the destination and the standards and conditions at the destination with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

15. BAGGAGE ALLOWANCE

15.1 Air carriers publish baggage allowances applicable for carriage over their own services. Allowances include cabin baggage and checked baggage. These allowances tend to be based on a weight/size allowance or a piece system. The Client and Traveler must consult the terms and conditions of the applicable air carrier for restrictions on the number and weight/size of baggage, including carry-ons, and the applicable baggage allowances, on chartered and scheduled services. The Client and the Traveler must also consult the terms and conditions of the applicable air carrier about the applicable baggage safety requirements.

15.2 ATPI is not responsible or liable for any misinformation, additional costs or damages incurred by the Client or the Traveler in relation with the allowed number and weight/size of baggage, baggage allowances and baggage safety requirements of an air carrier. Lost or damaged baggage is the sole and exclusive responsibility of the air carrier, which may have limited liability, and all complaints and claims in relation thereto may only be made to the air carrier. In the event of damaged, lost or delayed baggage, the Client and/or Traveler should contact the applicable air carrier representative prior to leaving the airport.

16. INSURANCE

- 16.1 ATPI recommends the purchase by the Client and any Traveler, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.

17. AMENDMENTS, CANCELLATION AND CHANGES

- 17.1 If either party wishes to change or cancel the scope or performance of the Services detailed in the Order Confirmation, it shall submit details of the requested change to the other party in writing. ATPI shall, within a reasonable time after such request, provide a written estimate to the Client of:
- (a) the likely time required to implement the change;
 - (b) any necessary variations to the fees and other charges for the Services arising from the change;
 - (c) the likely effect of the change on the Services; and
 - (d) any other impact the change might have on the performance of these Terms and Conditions.
- 17.2 Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change or cancellation.
- 17.3 Notwithstanding the above, ATPI may, from time to time, change the Services without the consent of the Client or the Traveler provided that such changes do not materially affect the nature or scope of the Services, or the fees or any dates set forth in the Order Confirmation. ATPI shall notify the Client of such changes if they materially affect his or her rights as a consumer in the 30 days prior to their coming into force.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 18.1 All matters arising out of or relating to these Terms and Conditions are governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable in the Province of Quebec.
- 18.2 Where these Terms and Conditions conflict with the provisions of any Canadian federal, provincial, territorial consumer protection legislation or the like, those terms and conditions will be invalid or unenforceable, however, the remainder of these Terms and Conditions shall remain in force.
- 18.3 Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions shall be instituted in the courts of the Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

19. PRIVACY AND COMMUNICATION

- 19.1 ATPI is committed to protecting the privacy of the personal information it collects, including financial information. Please refer to Section 4.1 above for a link to ATPI's Privacy Policy.

19.2 ATPI complies with CASL. CASL affects the way in which ATPI may contact the Client and the Travelers electronically with respect to communication about promotions, special offers, and similar communications. In order to send commercial electronic messages in accordance with CASL, the Client or the Traveler's consent is required.

20. INTELLECTUAL PROPERTY

20.1 ATPI is not responsible or liable for any infringement of copyrights and/or patent rights and/or licensing rights and/or trademark rights and/or design rights held by third parties to the extent that ATPI has violated any such right by using data, documents or objects that have been provided or stipulated by or on behalf of the Client in order to carry out the Services. The Client agrees to indemnify ATPI for any and all related claims.

20.2 If any work that ATPI performs in providing the Services gives rise to any intellectual property right, that right will vest in ATPI.

20.3 Nor the Client or the Traveler are entitled to make any further or other use of anything produced in the course of the performance of the Services that exceeds the scope of the agreed use.

21. CONFIDENTIAL INFORMATION

21.1 All non-public, confidential or proprietary information of ATPI, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "**Confidential Information**"), disclosed by ATPI to any Client or any Traveler, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any Client or any Traveler without the prior written consent of ATPI. Confidential Information does not include information that is:

- (a) in the public domain;
- (b) known to the Client or the Traveler at the time of disclosure; or
- (c) rightfully obtained by Client or the Traveler on a non-confidential basis from a third party.

21.2 The Client and the Traveler agree to use the Confidential Information only to make use of the Services and deliverables.

21.3 ATPI shall be entitled to injunctive relief for any violation of this Section.

22. LIMITATION OF LIABILITY

22.1 IN NO EVENT SHALL ATPI BE LIABLE TO THE CLIENT OR A TRAVELER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

22.2 IN NO EVENT SHALL ATPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO A TRAVEL SERVICE PROVIDER PURSUANT TO THE SERVICES.

22.3 The limitation of liability set forth above shall not apply to (i) liability resulting from ATPI's gross negligence or wilful misconduct and (ii) death or bodily injury resulting from ATPI's negligent acts or omissions.

23. ASSIGNMENT

23.1 The Client shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of ATPI. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Client of any of its obligations under these Terms and Conditions.

23.2 These Terms and Conditions are solely for the benefit of the Client and ATPI. It is not for the benefit of any other person, except for permitted successors and assigns.

24. SURVIVAL

24.1 Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction, and Survival.

25. MISCELLANEOUS

25.1 If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

25.2 The Parties declare that they have requested that these Terms and Conditions and any amendments or modifications to it be drafted in English. *Les Parties aux présentes déclarent qu'elles ont demandé à ce que ces termes et conditions et tous amendements ou toutes modifications de ceux-ci soit rédigés en anglais.*