



This Montréal March Break Code needs to be signed and handed in to your Bus Captain prior to boarding your bus.

THE NEW **breakawaytours**

MegaBUDDIES

You've never been surrounded by so many new and old friends. #MegaBuddies4Life. Watch out for each other. Everybody love everybody #ELE. No bullying! Ain't nobody got time for fighting. Seriously though; you're on a once in a lifetime trip. Trust us no one will be impressed. You fight; you go home.

Make it EPIC

Say yes! #DoMore. Explore the city. Eat poutine. Shred the slopes. Get swagged out. Someone asks you to dance. What you gonna do? Dance!! Be in the know. Hang with Staff at the Info Desk 2 times/day (when you wake up and before you pass out). We'll keep you on top of your Breakaway social game. This is your adventure.

Travel RESPECT

Represent your home. #WeTheNorth. Travel means new people, sights, smells and so much more. Respect local culture and laws. Remember we are not the only hotel guests; respect quiet hours. Be smart and take care of yourselves. Drugs aren't cool and may cause serious harm. Think safety and watch out for each other.

You're an ADULT

You're an adult and you will be treated like one. But if you act immature you don't deserve to be treated like an adult. We know; No parents! Wooahoo! But with independence comes responsibility and maturity. Act accordingly. If you're of the age of majority; drink responsibly. Push it and you'll wish you #DoLess.

GOOD VIBES Only

Radiate positivity and be happy! Embrace every moment. Share smiles, high fives and hugs! Practice patience. There will be slow moments. Travel is like that. But those moments can be the best if you make it that way. Your attitude is your choice.

We're here to provide the best trip possible, but keeping you safe is our #1 priority. Which means that you need to be aware of the guidelines that are set up to ensure your safe return home. Some of these are actual laws, but most are just common sense.

The Laws of the Land:

- Fighting and violence will not be tolerated at any point during the trip; anyone involved in a fight/altercation risks being immediately dismissed from the trip.
- Possession or use of any illegal drugs is prohibited on all trips. Please be advised that local authorities may be contacted and you will be dealt with at their discretion. Use of illegal drugs may result in immediate dismissal from the trip.
- There is a strict no alcohol policy in the common areas of all hotels [hallways, lobby & elevators, etc.] and on-board any bus. Further more, students, under the age of majority at the trip location, are prohibited from consuming alcohol. Those of age are expected to consume responsibly. Abuse of alcohol, regardless of age, may result in dismissal from the trip.
- Only Breakaway passengers who are registered at your hotel are allowed in your room. Unauthorized guests are not permitted in your room.
- Passengers will be required to wear their Breakaway Tours bracelet at all times during the trip.
- No person shall impede the enjoyment or safety of others. Intimidation, including verbal, physical, or sexual harassment of other individuals will not be tolerated. Respect all Breakaway passengers and other hotel guests.
- Responsible consumption of alcohol is allowed only for individuals 18 and over.
- Respect all bus, hotel, excursion, venue and Breakaway property. Destructive or malicious damage to property will not be tolerated.
- Quiet hours between 10 PM and 7 AM must be observed in all public areas of the hotels, each night. No excessive noise.
- Balcony — Serious injuries can occur if students are not careful around balconies and other elevated spaces. Any student found to be throwing objects, hanging, jumping, or performing any unsafe acts from a balcony will be immediately removed from the program at their own expense.

If a traveler breaks the code she/he may receive a warning with conditions and phone call to parents; or could be dismissed from the trip at parent/guardian's expense.

Every traveler (and a parent or guardian if the traveler is under the age of eighteen [18]) must sign The Montréal March Break Code agreeing to the trip rules. The instructions given by destination staff are for the safety of the travelers and must be obeyed at all times. Neither Breakaway Tours nor its employees are responsible for travelers, or their actions, while travelling. Travelers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and should conduct themselves accordingly. Breakaway Tours shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

Traveler Commitment:

I have read and understand The Montréal March Break Code noted above.

Name (Please Print)

Signature

Date

NOTE: If you are under the age of 18, you must also have a parent/guardian signature.

Custodial Parent/Legal Guardian Commitment:

As the parent/legal guardian of the passenger noted above, by signing this document I acknowledge that I have read and understand The Montréal March Break Code

Name (Please Print)

Signature

Date

The New Breakaway Tours [2417988 Ontario Inc.] is a retail travel agency operating in accordance with the Ontario Travel Industry Act, Travel Industry Council of Ontario Registration Number: 50021560, and Consumer Protection BC (British Columbia) Number: 71169.

Breakaway Tours makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in, or offered in addition to, a tour package. Breakaway Tours does not control, operate, own or manage any vehicle, hotel, resort, cruise ship, restaurant or other supplier of services.

PRICE, TAXES & FEES

Prices are per person in either Canadian or US Dollars unless otherwise stated and are subject to availability at the time of booking. Pricing is based on the occupancy chosen; should your occupancy change for any reason you are responsible for paying any difference in price. A non-refundable travel counseling fee is included in the package price. The prices advertised are based on fixed costs of suppliers at the time of booking. These costs are dependant on fuel costs, rate of exchange and other factors and the price may increase due to a change in these fixed costs. This contract permits price increases. If the price increase is greater than 7%, unless the increase is a result of an increase in retail sales tax or federal goods and services tax, the passenger has the right to cancel and obtain a full refund.

BILLING & PAYMENTS

As a Breakaway Tours passenger, you agree to provide Breakaway Tours with complete and accurate billing information at the time your account is created and to update this information within 15 days of any change. Such billing information includes but is not limited to your legal name, mailing address, and telephone number(s) and any applicable e-mail addresses. Providing false billing information shall be cause for immediate and permanent termination of your reservation.

Payment Due Dates

All of our trips are broken into easy-to-pay monthly installments with the balance payment due three months prior to the departure date. Payment dates are displayed during the online booking process. Registered passengers can find their specific payment schedule under the Payment Info tab of My Profile. All monthly payments are mandatory, failure to make a payment may result in your losing your place on the trip and/or your early booking price. Late payments may also be subject to a late fee. You need to make all payments according to the payment schedule in order to ensure your space on the trip.

Payment for Services Received

You agree to pay for all of services you receive.

Data Privacy Policy

Breakaway Tours agrees not to use cardholder names, account numbers or other credit card transaction information embossed, encoded, or appearing in any other manner on a card for any purpose other than for the sole purpose of assisting Breakaway Tours in completing the transaction, or as specifically required by law. Breakaway Tours also agrees not to disclose this information to any third party other than the financial institution or its designated agent.

Payment Methods

Visa Debit and Credit Card: If the payment method is Visa debit or credit card, the customer may obtain a copy of the invoice upon request via e-mail and it will be sent to the address listed on the e-mail account. A copy of this invoice will also be sent to any email address on file, following any previous payment made. Breakaway Tours' system will automatically charge your credit card for the payment to pay each installment as they come due if there is an active card on the account. If for any reason your credit card company or bank refuses to make payment of the amount billed to your credit card, your account will be placed in a delinquent status, which may, at Breakaway Tours' sole discretion, include immediate termination of your reservation. It is your responsibility to contact Breakaway Tours with updated information and payment arrangements if you cancel the applicable credit card or if your credit card details change.

Interac: If the payment method is interac you must log-on to your online portal and make payment prior to the payment due date. If you will miss a payment date it is your responsibility to contact Breakaway Tours and advise of the situation. Breakaway Tours reserves the right to cancel the reservation if a payment is not made. You are responsible for payment for the Services regardless of if you receive an invoice. Cash is not an acceptable form of payment and will not be accepted.

Delinquent or Non Payment

Breakaway Tours reserves the right to cancel and remove an account, without notice, those that have been placed on delinquent status. Breakaway Tours reserves the right to charge a \$75 fee to reinstate cancelled reservations. Reinstated delinquent accounts may no longer be entitled to the Early Booking Bonus received at the time of the initial booking.

CANCELLATION OF SERVICES

All cancellation requests for Breakaway Tours accounts must be given in writing to info@breakawaytours.com, or must be in writing via post to Breakaway Tours 337 Queen Street West, Toronto, Ontario, M5V 2A4 to be effective. If your payment is set up via credit card it is your responsibility to ensure that such charges or withdrawals are stopped upon termination of service. Breakaway Tours' responsibility for any such charges collected after the alleged termination of service shall be limited to the Cancellation and Trip Credit Policy made after the

written cancellation of your account. Cancellations will be effective as of the end date received. Reinstated accounts may no longer be entitled to the Early Booking Bonus they received at the time of the initial booking.

Cancellation and Refund Policy

Regardless of your cancellation date, the initial deposit is non-refundable. If cancellation occurs within 90 days of the departure date or after the final payment date (whichever comes first), all monies received are non-refundable. In the event of a trip cancellation more than 90 days prior to departure or prior to the final payment date (whichever comes first), passengers will receive Trip Dollars for the amount paid up until that date, not including the initial deposit and the insurance premium if purchased. 1 Trip Dollar is equivalent to \$1 that may be used towards a trip with Breakaway Tours. Trip Dollars are valid for 5 years from the date of cancellation. The initial trip deposit, insurance and any add-ons purchased, as well as any portion of the travel services that have been used or are expired, are non-refundable. Trip Dollars must be used in entirety for one trip – they cannot be combined, separated, or transferred between trips or passengers. Trip Dollars can only be used by the passenger who received the Trip Dollars, they are not transferable. Trip Dollars are void if the passenger cancels and receives any refund from any travel insurance company.

No credit or refund will be assigned if the Trip Dollars exceeds the per person cost of the new trip. Meaning, if the new trip costs less than the passenger's Trip Dollars, there will be no refund or credit assigned for the difference. If the total cost of new trip exceeds the total Trip Dollars, the difference must be paid by the passenger in order to confirm the booking. If the passenger cancels for a second time, maximum 90 days prior to departure, after using the Trip Dollars to confirm the second trip booking, the original Trip Dollars will be rendered void. The passenger will be issued new Trip Dollars for the amount exceeding the initial deposit. Trip Dollars hold no cash value, and cannot be refunded for cash. Trip Dollars can only be used for Breakaway Tours vacation packages. Trip Dollars may not be used in conjunction with some promotional offers, special trips or discounts. Trip dollars are deducted from the total cost of the trip, meaning if the trip dollars applied do not cover the entire cost of the trip, passengers are required to follow the monthly payment schedule until the trip is paid in full.

CHANGE OF NAME

A name change is defined as when a passenger who is no longer able to travel finds a replacement passenger to take their space on the trip. A name change is possible at the discretion of our suppliers. The responsibility to find a suitable new passenger is yours alone. Any refund of payment for a passenger who has completed a name change form will not be made until the new passenger has made full payment. To request a name change your account must be current and up to date. You cannot do a name change with an existing passenger, or

anyone who was previously registered on that trip. Please request a name change form from info@breakawaytours.com or by calling 1 800 465 4257. Name changes before the final payment date of your trip incur a \$75 fee. Name changes after the final payment date of your trip but more than 30 days prior to departure incur a fee of \$150.. Within 30 days prior to departure name changes are not accepted.

SUPPLIERS

We take great care in selecting our tour operators and suppliers of service [tour operators, airlines, hotels, coach companies, ground operators and event planners] which, together, form the tour package you purchase. We act solely as agents for the tour operators and/or the suppliers; these are independent parties over which we exercise no direct control. Breakaway Tours shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to you or your traveling companions or group members, resulting from the acts, omissions or negligence by the tour operators or suppliers.

BUS TOUR PACKAGES

Unless otherwise stated bus tour packages include: Round Trip Motor Coach Transportation, Hotel Accommodation [number of nights as stated], Daily Schedule of Events & Activities, Additional Inclusions if applicable [as stated], Hotel Security and 24 Hour Staff On-Site. Breakaway Tours and suppliers reserve the right to cancel a tour or modify the travel service you have purchased by substituting services, varying the itinerary, changing the type of transportation, hotel or otherwise up to the departure. In this case a comparable or superior product will be offered. Suppliers may have the right to substitute other suppliers in their place with or without notice to Breakaway Tours and/or passengers. Breakaway Tours will make every effort to accommodate passengers should a service be substituted, however, Breakaway Tours does not assume responsibility for any claims whatsoever resulting from such substitution. Breakaway Tours reserves the right to change the tour package and/or itinerary whenever, in its judgement, conditions warrant, or if deemed necessary for the convenience, comfort or safety of the tour.

ACCOMMODATION

The hotel accommodation selected is your preferred selection and may be substituted or modified for a hotel within the same category, or from a higher category, at any time. Reasons for a modification in hotel accommodation may include, but are not limited to: construction, change in hotel policy, change in services standards or overbooking. Hotel rooms are based on Run-of-the-House room availability. Cots may be available at an extra cost but cannot be guaranteed. Breakaway Tours does not hold responsibility for charges incurred by passengers in the hotel such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes

or damage to the room. Hotels require a security deposit of up to \$300.00 CAD or USD, payable upon check-in, that is reimbursable upon check-out provided there is no damage to the room or property. On certain tours the option to purchase room damage protection is available. Certain hotels have a per diem charge for the use of safety deposit boxes. Regardless of your arrival or departure time, most hotels require departing guests to vacate rooms by 12pm [noon] and only guarantee arriving guests check-in at 3pm. Although hotels do their best to minimize inconvenience, passengers may be without a room for a period of time. For evening or overnight flights, special arrangements may be made for a limited number of courtesy rooms where personal belongings may be left and bathroom facilities are available. For all-inclusive packages, drink and meal privilege may end upon check-out. Breakaway Tours does not assume responsibility for any loss or damage whatsoever occurring at the hotel.

ROOMING

Upon booking, passengers must select their desired room occupancy – the occupancy selected will affect the cost of the trip. Once room occupancy is chosen, passengers are responsible for selecting roommates based on that occupancy.

Passengers must submit their roommate selection by the assigned deadline. If the passenger does not submit a request, an incomplete request is submitted, or the submitted request cannot be completed, Breakaway Tours will assign roommates of the same gender and group, and/or adjust the passenger's occupancy as necessary.

Should the number of people in your room change, whether it was changed at your request, circumstances out of your control or by Breakaway Tours when assigning rooms, you will be responsible for finding additional roommates to fill the space and/or paying the additional cost associated with an occupancy change. Breakaway Tours reserves the right to adjust room assignments based on hotel space and availability. The room occupancy of your choice may not always be available due to hotel space limitation and/or restrictions.

LIVING STANDARDS

Living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada and the United States of America.

INSURANCE

Breakaway Tours recommends ensuring your safety and protecting your investment through the purchase of trip cancellation and interruption, and medical insurance. Insurance which includes trip cancellation and interruption insurance is highly recommended. Travel Insurance Policy Brochures are available from Breakaway Tours and can also be found at www.breakawaytours.com/forms. Insurance is only included in the price of your package if stated.

The cost of insurance is non refundable if you cancel your trip. Insurance is only in effect from the date it is paid and added to your trip. Unless otherwise stated, trips are ensured to a maximum of \$500 for trip interruption and cancellation purposes.

DOCUMENTATION

Breakaway Tours requires that every passenger have a valid government issued photo identification for domestic travel, and a valid when traveling out of their home country. In certain cases a visa or affidavit may be required. Please verify with the consulate or embassy of the country of travel to ensure that you have all necessary travel documents. Please note that entry to another country may be refused even if the required information and travel documents are complete. Breakaway Tours will neither reimburse nor assume responsibility for any passenger denied boarding or refused passage or entrance to any destination for any reason. It is the sole responsibility of the passenger to ensure proper and valid documentation.

NO AFFILIATION WITH SCHOOL

Tours are not school-sanctioned.

AGE OF MAJORITY

Passengers under the age of eighteen [18] participating on a tour must have permission from a parent or guardian. The legal age to consume alcohol at most destinations is eighteen [18]. Breakaway Tours does not condone the use of alcohol. Neither Breakaway Tours nor its suppliers assume responsibility for the enforcement of alcohol consumption by passengers. Abuse of alcohol can result in dismissal from the tour.

PASSENGER CONDUCT

Every passenger and if under the age of eighteen [18] a parent or guardian must sign the Code of Conduct agreeing to the tour rules. The Code of Conduct is available from Breakaway Tours or at www.breakawaytours.com/forms. The instructions of destination staff are for the safety of the tour and must be obeyed at all times. Failure to obey instructions can result in dismissal from the tour. Fighting will not be tolerated, anyone involved in fighting will be dismissed from the tour. Abuse of alcohol, regardless of age, can result in dismissal from the tour. Use of illegal drugs will result in dismissal from the tour. Neither Breakaway Tours nor its employees are responsible for passengers, or their actions, while travelling.

Passengers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and conduct themselves accordingly. Breakaway Tours shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

RELEASE, WAIVER AND INDEMNITY

The passenger, and if under eighteen [18] the parent/guardian, releases and indemnifies Breakaway Tours, its employees, agents, volunteers and other representatives from all cost, damage, loss and injury or loss of life related to the tour package or any activity associated with the tour package.

FORCE MAJEURE

Breakaway Tours shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, to you or your travelling companions or group members resulting from a Force Majeure, that is an event beyond our or a supplier's reasonable control including, but not limited to, acts of nature, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.

COMMENTS AND COMPLAINTS

At destination passengers should contact their tour representative and representatives of suppliers immediately for assistance to remedy any problem without delay. If a problem cannot be solved, please forward the specifics of the incident in writing to Breakaway Tours within ten [10] days after returning from the trip. Failing to do so will preclude a passenger from pursuing a claim.

PRIVACY

By registering the passenger and/or parent/guardian understands and acknowledges that Breakaway Tours may share this personal information with companies providing travel services including, but not limited to tour operators, airlines and hotels, and with other non-travel related companies, unless a written request is provided to Breakaway Tours stating otherwise. Registered passengers and/or parents/guardians also agree to be contacted by Breakaway Tours via email, phone, or mail with information relevant to their trip. Please see our Privacy Policy for additional details. Any photographs or videotape taken of passengers by Breakaway Tours or its affiliates shall remain the property of Breakaway Tours and may be used for promotional or marketing purposes without further permission or compensation.

LAWS

The 'Passengers Terms & Conditions' constitute a legally binding agreement between Breakaway Tours and the passenger and/or the legal parent or guardian. This agreement shall be governed by the laws of the Province of Ontario or British Columbia. Legal action against Breakaway Tours shall be heard before a court in the Province of Ontario or British Columbia.