



## Space by 'Space Perspective'

### Terms and Conditions

For purposes of these Terms & Conditions the words "you," "your," "passenger" and "cardholder" refer to each person who books or otherwise purchases or receives goods and services arranged through Exotik Journeys. The words "Exotik Journeys", "our" and "we" refer to Red Label Vacations Inc., its parents, subsidiaries, affiliates and agents. Acronyms are used as follows: Exotik Journeys = Exotik. Exotik makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in your booking. The travel services are subject to the conditions imposed by these suppliers, and their liability may, in turn, be limited by their tariffs, conditions of carriage and international conventions and arrangements.

Exotik Journeys does not own, manage, operate, or control any vehicle, hotel, resort, cruise ship, restaurant, or other supplier of services, and is not responsible for their acts or omissions. Please read and ensure you understand these Terms & Conditions before booking your vacation. When you book or otherwise receive services through Exotik Journeys, you are accepting and agreeing to the Terms & Conditions listed on these pages.

#### **How to make a booking.**

Simply call or visit your travel agent and they will contact Exotik Journeys for reservations. Before booking, you must clearly explain to your travel agent your requirements, 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. The name given when booking must be the name appearing in your passport otherwise a name change fee will apply.



### **Refundable deposit.**

A deposit is paid to reserve seat(s), or full capsule (s), on a future Space Perspective flight. The deposit amount varies according to the year. Please contact Exotik Journeys. The deposit amount shown on your Flight Reservation Confirmation is a down payment towards the total flight cost reflected on the Flight Reservation Confirmation. The deposit is refundable until such time as the Balance Payment is due.

### **Balance of Total Flight Cost.**

The Balance should be paid within twelve months prior to the planned Space Perspective Flight date. At time of Balance Payment, the Deposit becomes non-refundable. In the event Principal Explorer fails to make the Balance Payment as required, Space Perspective will terminate Explorers' right to participate in Space Perspective Flight(s) and deposit will be refunded. In the event of such a cancellation, the parties shall have no further rights and obligations under this Agreement.

### **Flight Priority.**

Explorers shall be entitled to a seat(s), or full capsule, on the flight number purchased at time of paying the Deposit (Flight Priority). Space Perspective reserves the right to deviate from the priority structure at its sole discretion. Nothing in this paragraph shall prohibit Explorers from waiving their priority status in order to be assigned to a later Space Perspective Flight, for example, to meet Explorers' scheduling needs or to seek an assignment with one or more specific other Explorers.

### **Conditions of Participation.**

Explorers agree and acknowledge that participation on any Space Perspective Flight is not guaranteed and will be subject to conditions of participation, which have not yet been specifically determined and may change from time to time. Conditions under which Space Perspective may cancel Explorers' right to participate on a Space Perspective Flight include, but are not limited to, Explorers' medical fitness as determined by Space Perspective or its



representative(s), limitations or restrictions imposed by any governmental or regulatory authority, or Space Perspective's determination, in its sole discretion, that Explorers' participation presents an unacceptable risk of harm to Explorers, Space Perspective, or third parties. Explorers further agree that no Space Perspective Flight shall be permitted unless Explorers sign and return to Space Perspective a written document acknowledging and accepting various conditions of participation within thirty (30) days after the date of the delivery of such document. Principal Explorer shall be entitled to a refund of the Balance Payment and Deposit if, through no fault of his/her own, Explorer is deemed by Space Perspective to be an unacceptable candidate for a Space Perspective flight, or a governmental regulatory body or its regulations prohibit Explorer from participating in the assigned Space Perspective Flight, and the issue cannot be resolved by reassignment to a different Space Perspective Flight. The amount of the refunded Balance Payment shall be prorated by the number of Explorers on the Flight Reservation form deemed unable to fly. The refund shall relieve Space Perspective of all obligations under this Agreement relating to providing a Space Perspective Flight.

**Force majeure/act of God.**

Exotik Journeys is not responsible or liable for changes or cancellations made that relate to or arise as a result of hostilities, acts of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics or health risks, technical problems with transport as well as flight delays due to weather or for mechanical reasons, government action, closed or congested airports or ports, supplier insolvency, governmental acts and other events beyond our control. You agree that Exotik Journeys does not assume any responsibility, and is not liable, for the costs or other consequences that arise out of or result from inclement weather conditions at any time of the year.



## **Privacy Policy.**

Exotik Journeys is compliant with the Personal Information Protection and Electronic Document Act (P.I.P.E.D.A.) that went into effect January 2004. A copy of our policy can be found at [www.exotiktours.com](http://www.exotiktours.com) or by contacting our Privacy Policy Office at the address listed below. Red Label Vacations Inc – d.b.a. © 2022 Exotik Journeys, B.C Reg n° 3597, Ont. Reg n° 50022275, Quebec permit n° 703376, with offices at 5343 Dundas St. West, 4th floor, Toronto, Ontario, M9B 6K5 | 1050 West Pender Street, floor 22, Vancouver, BC V6A 3S7 | 325-1257 Guy Street, Montreal, QC H3H 2K5

Severability: The invalidity of any provision contained herein does not affect the validity of any other provision listed.

The prices indicated exclude the contribution to the Customer Compensation Fund of \$3.50 per \$1,000 of tourism product or service purchased from a travel agent in Quebec.