

AC Bid Upgrade

Terms and Conditions

- 1 The following terms and conditions ("Terms and Conditions") shall apply to a bid ("Offer") made by you ("you") to Air Canada ("Airline") for an opportunity to upgrade from the class of service that was originally purchased by you for travel with the Airline to a minimum one class of service higher ("Upgrade").
- 2 In order to submit an Offer, you must: (i) have reached the legal age of majority in your country of residence at the time the Offer is submitted; and (ii) have purchased a reservation on a scheduled flight operated by Air Canada or Air Canada Rouge, or under the Air Canada Express brand that is eligible for an Upgrade. You shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included on the Offer to these Terms and Conditions. For details on how to submit an Offer, please visit the FAQ section.
- 3 Offers can only be made on select flights operated by Air Canada or Air Canada Rouge, or under the Air Canada Express brand and in select countries as determined by Air Canada in its sole discretion. To determine if your flight is eligible for an Upgrade, please visit the FAQ section.
- 4 An Offer, when submitted by you in association with a reservation made with the Airline, whether made directly with the Airline or indirectly through another channel (such as through a travel agent) shall entitle the person or persons named on the Offer, subject to these Terms and Conditions, to be considered for an Upgrade.
- 5 The Airline is under no obligation to accept any Offers, and it makes no representation that any passenger will be upgraded. The acceptance of an Offer is at the sole discretion of the Airline.
- 6
 - i) If you decide to make an Offer, you agree that your Offer remains open for acceptance by the Airline at any time up to 56 hours prior to the scheduled flight departure time. You may revise or cancel your Offer as long as your Offer has not already been accepted by the Airline. If your Offer is accepted before you cancel or amend your Offer, you are bound to purchase the Upgrade and you will be bound to pay for the amount stated in your Offer (either through a charge to your credit card or through the debit of Aeroplan miles from your Aeroplan account if you chose to make the Offer through the redemption of Aeroplan miles) and you will not be entitled to withdraw your Offer, except and to the extent as otherwise permitted in these Terms and Conditions.
 - ii) If you opt for the Instant Upgrade option, you agree that your Offer remains open for acceptance by Airline for a period of 2 hours. During this period, you are not entitled to withdraw your Offer, except as otherwise permitted in these Terms and Conditions. If your Offer is accepted, you are bound to purchase the Upgrade and you will be bound to pay for the amount stated in your Offer (either through a charge to your credit card or through the debit of Aeroplan miles from your Aeroplan account if you chose to make the Offer through the redemption of Aeroplan miles).



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- 7 In the event the Airline cancels a flight and re-accommodates you on to another flight, any Offer you made (given the Offer hasn't been accepted yet) in relation to the original booking will be cancelled by the Airline. If your Offer was accepted, the Airline will provide reasonable commercial efforts to transfer your Offer to the new flight(s) subject always to availability of seats in the higher class of service or the availability of such higher class of service cabin. The offer is non-transferable to another person. If, for any reason, there are not enough seats available in the higher class of service to fulfill your Upgrade (only where your original Offer has been accepted), any amounts paid by you for the Upgrade will be refunded to the credit card that was used to pay for the Upgrade and the Airline shall have no further liability to you. In the event Aeroplan miles were redeemed for the Upgrade, your Aeroplan account will be refunded for the Aeroplan miles redeemed for the Upgrade and the Airline shall have no further liability to you.
- 8 If you change your flight reservation, the Airline has no obligation to provide you in the upgraded class of service with respect to your changed flight, unless you pay for the upgrade as per Air Canada's standard change policies and the policies and conditions associated with the fare class of original ticket. You will not be entitled to a refund for the upgrade and the upgrade entitlement cannot be transferred to a flight at another time or to another passenger.
- 9 In the event the Airline accepts your Offer, depending on the form of payment used, either your credit card shall be charged the full amount of your Offer, or the number of Aeroplan miles used to make your bid shall be debited from your Aeroplan account immediately upon acceptance, and the Airline will issue an Upgrade to each passenger included in your Offer. The total amount charged or the number of Aeroplan miles debited from your Aeroplan account will include all applicable taxes and fees (if any) for the Upgrade. An Upgrade that has been accepted by the Airline cannot be assigned, or transferred by you, in whole or in part to another person or flight.
- 10 There will be no refunds, credits, or exchanges once your Offer/Instant Upgrade has been accepted by the Airline, except under the following conditions:
 - i) The flight for which your Offer/Instant Upgrade was accepted, and your flight was subsequently cancelled, and the Airline re-accommodated you on another flight but in the class of service of your original booking.
 - ii) Your Offer/Instant Upgrade was accepted and you were given an Upgrade, but you were not able to be seated in the upgraded class of service for reasons attributable to the Airline, including, but not limited to, a change in aircraft, a delay in the connecting flight that resulted in your missing the connection on which you were upgraded, but excluding reasons attributable to your actions.
 - iii) If your Offer/Instant Upgrade was accepted, but you were not able to be seated in the upgraded class of service for reasons attributable to the Airline, including, but not limited to, a change in aircraft, a delay in the connecting flight that resulted in your missing the connection on which you were upgraded, and if Airline accommodates you on a class of service higher than your original booking following your consent, then the refund (depending on your form of payment i.e. credit card or redemption of Aeroplan miles) or credit will be fifty percent (50%) of the Offer/Instant Upgrade amount.
- 11 If a refund is approved, the amount paid for the Upgrade will be refunded to the payment card that was used to pay for the Upgrade. In the event an Offer was made using Aeroplan miles and a refund is approved, your Aeroplan account will be

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refunded the Aeroplan Miles redeemed for the Upgrade. If payment is made by credit card, refunds will be processed in the currency in which the Upgrade amount was charged. If a foreign exchange rate must be applied in order to complete the refund in the currency of the originally charged Upgrade amount, a generally accepted prevailing rate will be used as determined by Airline in its sole discretion. This rate may be adjusted to account for conversion and other charges that the Airline may levy. In no respect shall the amount refunded be more than the amount charged in the original currency for the Upgrade.

- 12 The fare conditions for the original ticket you purchased shall remain in effect and will be applicable even if your Offer has been accepted with respect to cancellation policies, change fees, conditions for minimum and maximum stay, and rules relating to the accrual of frequent flyer miles. All other conditions will be per the upgraded fare class.
- 13 Air Canada will provide reasonable commercial efforts to ensure services typically available to a Passenger booked in a higher cabin are also available to You including, specific seat assignments, Priority Checkin, Priority Baggage, Priority Boarding, onboard meals and other amenities generally associated with the class of service to which you have been upgraded. However, Air Canada is unable to guarantee that all services typically available to passengers booked in the upgraded cabin class will be included to the Upgraded passenger. An Upgrade obtained through this bid upgrade process does not provide access to the Air Canada Signature Suite.
- 14 Aeroplan Miles may be accrued for eligible flights auctioned in the AC bid upgrade program online. Aeroplan mileage accrual is calculated according to the booking class of the originally purchased ticket and not the Upgraded class of service.
- 15 In the event your Offer was accepted, and your payment card was charged or your Aeroplan account was debited, but the Upgrade was not provided or received for a reason attributable to Airline and Airline did not accommodate you on a class of service higher than your original booking in accordance with Section 10(iii) of these Terms and Conditions, you may apply for a refund provided that the conditions for which refunds are given as described in these terms and conditions have been satisfied. In order to claim a refund, you must present the boarding pass for the flight for which you did not receive your Upgrade, and the email received by Air Canada notifying you that you have been Upgraded, and you shall contact the Airline through the [Customer Service Center](#) (if a credit card was used to pay for the Upgrade) or the Aeroplan contact centre Canada, USA, and the Caribbean 1-800-361-5373 | United Kingdom 0800 756 3865 | All other areas 1-514-395-0300 (if Aeroplan miles were redeemed for the Upgrade).
- 16 **Travel with an attendant:** If you are travelling with an attendant within Canada or between Canada and the U.S. and you are booked on separate reservation files:
 - You may participate in the AC Bid Upgrade program. In the event of a successful upgrade, please call the Air Canada Medical Assistance Desk to request an upgrade for your attendant.

If you are travelling with an attendant within Canada and you are both booked on the same reservation file:

- You must make an Offer for both you and your attendant. In the event your Offer was accepted and your payment card was charged, you may apply for a refund for your



attendant by completing the [Ticket Refund Application Form](#). Otherwise, if your Aeroplan account was debited, you may apply for a refund for your attendant by contacting the Aeroplan contact centre Canada, USA, and the Caribbean 1-800-361-5373 | United Kingdom 0800 756 3865 | All other areas 1-514-395-0300. You hereby agree to present (1) the boarding pass for the flight in question, and (2) the email notifying you that you have been upgraded when you request your refund.

- Please also contact the Air Canada Medical Assistance Desk to advise us that you are travelling with an attendant and have been upgraded to a higher cabin.

If you are travelling with an attendant between Canada and the U.S. and you are both booked on the same reservation file:

- You must make an Offer for both you and your attendant. In the event your Offer was accepted and your payment card was charged, you may apply for a refund for your attendant by completing the [Ticket Refund Application Form](#). Otherwise, if your Aeroplan account was debited, you may apply for a refund for your attendant by contacting the Aeroplan contact centre Canada, USA, and the Caribbean 1-800-361-5373 | United Kingdom 0800 756 3865 | All other areas 1-514-395-0300. You hereby agree to present (1) the boarding pass for the flight in question, and (2) the email notifying you that you have been upgraded when you request your refund.
- Please also contact the Air Canada Medical Assistance Desk to advise us that you are travelling with an attendant and have been upgraded to a higher cabin.

17 eUpgrade Credits

If you receive an Upgrade to the Premium Economy cabin through a successful bid with AC Bid Upgrade, or via the purchase of a last minute upgrade, it is not possible to then request an upgrade to the Business Class cabin using eUpgrade credits for the same flight.

- 18 The Airline reserves the right to modify and otherwise change these Terms and Conditions at any time in its sole discretion or terminate the AC bid upgrade program in its entirety. Any termination, modifications or changes shall not impact any Offers that have already been accepted.
- 19 These Terms and Conditions constitute the entire and only understanding between you and the Airline, and replace any prior understandings or agreements (whether oral or written) relating to the subject matter hereof.
- 20 The failure of the Airline to exercise any of its rights shall not be construed as a waiver or relinquishment of the future performance of any of its rights, and your obligations with respect to such future performance shall continue in full force and effect.
- 21 These Terms and Conditions should be read in conjunction with Air Canada's [Terms of Use](#), and [Privacy Policy](#) and are hereby incorporated into and form part of these Terms and Conditions. In the case of conflict, these Terms and Conditions will prevail as regards the AC bid upgrade program.

