

Hotel Bookings Terms and Conditions

The following terms and conditions apply to hotel reservations made as of September 5, 2018.

HOTEL TERMS AND CONDITIONS

Aeroplan Travel Services Inc. ("Aeroplan Travel Services") is an affiliate of Aeroplan Inc. ("Aeroplan") who owns and operates the Aeroplan Program. Aeroplan Travel Services is a licensed Quebec travel agency providing travel booking services exclusively to Aeroplan Members residing in Canada.

For the purposes of these terms and conditions, the term "you" refers to each person who purchases, redeems, receives or stays at the hotel.

Any hotel accommodation offered on the Aeroplan web site and/or the Aeroplan mobile app,(collectively "Booking Service") constitutes an agreement between you and Aeroplan Travel Services. The following terms and conditions form part of such agreement.

ACCEPTANCE OF TERMS AND CONDITIONS

1. **Responsibility:** Aeroplan Travel Services' sole responsibility is to assist Aeroplan Members in gathering and providing information about the hotel, verifying the availability and in facilitating your hotel reservation. The hotel information that is offered and/or displayed comes from our third-party hotel suppliers (see section below).
2. **Notification of changes:** Aeroplan Travel Services reserves the right at any time to change these hotel terms and conditions as well as change, suspend or cancel any hotel availability displayed through the Booking Service, without notice or liability. Your continued use of the Booking Service for your hotel reservation signifies your acceptance of such revisions. It is your responsibility to review these terms and conditions carefully each time you use our Booking Service for your hotel reservation.
3. **Hotel Property and Hotel Supplier Terms and Conditions:** Any hotel accommodation offered and displayed by Aeroplan Travel Services (in its capacity as travel agency) are subject to separate Hotel Property terms and conditions offered through a third-party Hotel Supplier.
 - 3.1. **Hotel Property:** In order to complete a booking, you must accept the Hotel Property Terms and Conditions ("Hotel Policies"). Hotel properties have different conditions. This includes, without limitation, the standard hotel minimum age requirements to book a stay. You are responsible to review and accept the Hotel Policies prior to booking.

- 3.2. **Hotel Supplier:** The Hotel Properties are offered through our third-party hotel supplier (“Hotel Supplier”). Consequently, your access and/or use of the booking service with respect to the hotel reservation constitutes your agreement to comply with the Hotel Supplier’s terms and conditions. You are responsible for reviewing and complying with the applicable Suppliers’ terms and conditions.
4. **Privacy Policy:** As a member of the Aeroplan program, when you book your hotel stay, you consent to the collection and use of your personal information in accordance with the Privacy Policy at aeroplan.com/privacypolicy which explains how we collect, use, and disclose information that pertains to your privacy. You further agree that Aeroplan Travel Services may transfer your personal data or the personal data of any person on whose behalf you make a hotel booking for to the Supplier and their respective affiliates in accordance with applicable privacy laws and for the purposes of facilitating the booking and providing after sales support (if any) for the hotel booking.
5. **Subject to Availability:** Hotel bookings are subject to availability at the time of reservation. Availability may change and/or be withdrawn without notice. The option of redeeming miles or paying cash for a hotel booking may not be available to all destinations.
6. **Changes:** No changes are permitted. Once you book your hotel stay, bookings cannot be changed. The hotel booking must first be cancelled and then a new booking must be made through the Booking Service. Please note that there is always a risk that you may lose the hotel booking that you had booked between the time of cancellation and rebooking.
7. **Cancellation Fees and/or Penalties:** Cancellation fees and/or penalties for your hotel reservation are determined by the hotel property. There are different types of hotel cancellation policies and fees: refundable and non-refundable for the hotel stay.
- 7.1. **Refundable (according to the hotel property’s cancellation period):** If you cancel your hotel reservation within the cancellation period, no fee will be charged. The amount paid and/or Aeroplan Miles redeemed will be refunded to the credit card or the Aeroplan account (as the case may be), once the hotel cancellation is processed.
- If you cancel outside the cancellation window, or any time later or in the event of a no-show, you will be subject to a penalty and/or cancellation fee determined by the hotel property. In this situation, you must contact Aeroplan Travel Services to process the partial refund to the credit card or a partial refund of redeemed Aeroplan Miles (as the case may be).
- 7.2. **Non-Refundable:** If you cancel your reservation, you are responsible to pay 100% the amount paid and/or Aeroplan Miles redeemed (as the case may be) for the reservation.
- Aeroplan Travel Services will not refund the amount paid for the hotel reservation and/or Aeroplan Miles redeemed (as the case may be) where you fail to comply with the Hotel Supplier cancellation policy and conditions. Cancellation policies and fees usually vary between hotels and room types. Please read the applicable Hotel Policies, especially room type, check-in and check-out times, additional hotels fees, child policy, hotel facilities, cancellation policy and hotel location before completing your hotel reservation.
8. **Limited Time Offers:** From time to time, there may be discounted offers on the regular hotel accommodations prices or Aeroplan miles required on select hotels. Limited time offers are subject to availability at time of booking and may change without notice at any time.
9. **Special Requests:** Aeroplan Travel Services does not guaranty special requests. Please contact your hotel property directly to confirm pricing and availability of special requests.

10. **Subject to Change:** Prices, promotions, miles and availability displayed through our Booking Service are subject to change at any time without notice until the hotel reservation is completed.
11. **Confirmation and Delivery:** Following the hotel reservation, you will receive an e-mail confirming the hotel reservation. It is your responsibility to check that the information contained in that e-mail correctly reflects the hotel reservation.
12. **Incidentals, Additional Fees and Taxes:** A valid credit card will be required at time of check-in at the hotel. Any incidentals such as, parking, phone calls, mini-bar, room service, dry cleaning, spa services and other amenities, including any resort fees and/or city taxes applicable to some properties will be charged directly to the credit card when you check-out.
13. **Hotel Reservation Using Aeroplan Miles:** Aeroplan Miles can be redeemed for a hotel reservation ("Hotel Redemption Booking").
 - 13.1. You must have the required amount of Aeroplan Miles at the time of reservation to cover the Hotel Redemption Booking.
 - 13.2. From time to time Aeroplan may offer, through its third-party suppliers, a discount on the hotel rewards.
 - 13.3. Hotel reward bookings cover the room charges and room taxes. Any additional taxes are the responsibility of the hotel guest and must be paid in local currency with cash or a valid credit card at check-out.
14. **Hotel Paid Booking:** You can book a hotel by paying for it with a valid credit card ("Paid Booking").
 - 14.1. **Price Quotes:** Unless otherwise indicated, all prices are in Canadian dollars and all charges will be processed in Canadian dollars. Aeroplan Travel Services is not responsible for any fluctuation in price or changes to the hotel reservation. Notwithstanding the foregoing, the prices are valid as displayed provided you reserve the hotel accommodation during the same session. If you disconnect from a session, prices are subject to change without prior notice.
 - 14.2. **Payment by Credit Card:** By providing Aeroplan Travel Services with authorization to use your credit card to pay for the hotel reservation (Booking Service), you are confirming that you will pay the total amount charged according to your cardholder agreement. In addition, you agree not to chargeback your payment for the Travel Product you receive. All fraudulent purchases will be investigated and prosecuted. Accepted credit cards: Visa, MasterCard or American Express.
 - 14.3. **Travel Compensation Fund Fee:** You authorize Aeroplan Travel Services to charge FICAV (Fonds d'indemnisation des clients des agents de voyages) a fee of 0.1% of the amount paid for the hotel reservation (excluding insurance, service fees, GST and QST), as amended by law from time to time, to the same credit card as you used to purchase the hotel accommodation. Funds collected are deposited in a trust account. Please note that the compensation fund fee shall also be taxable.
 - 14.4. **Facilitation Fee:** You acknowledge that Aeroplan Travel Services pre-negotiates certain rates with Suppliers on your behalf and as your agent to facilitate the booking of reservations. Aeroplan Travel Service does not collect any taxes for remittance to applicable taxing authorities with respect to such booking and, as a result, if you are a business traveler, please note that this invoice may not constitute a proper tax invoice for your purposes. You also acknowledge that Aeroplan Travel Service provides you services to facilitate such bookings for a fee (the "Facilitation Fee"). If you are a business traveler and require a tax invoice regarding such Facilitation Fee only, please contact Aeroplan Travel Services.

15. **Violations or Fraud:** Aeroplan Travel Services reserves the right not to refund the payment or Aeroplan Miles, as the case may be, if you have not complied with any of the hotel's terms and conditions. Any violation or abuse of these terms and conditions, at the discretion of Aeroplan Travel Services, may result in the cancellation of hotel reservation and loss of membership.
16. **Earning Aeroplan Miles:** You can earn Aeroplan Miles whenever you book a hotel reservation offered through the Booking Service.
 - 16.1. The amount of miles available to be earned will depend on the payment method (miles redemption or credit card) for the hotel reservation.
 - 16.2. The miles will be deposited into the applicable Aeroplan Member's account used to make the booking (regardless whose credit card is used to pay for the hotel booking or who stays at the applicable hotel).
 - 16.3. The miles are credited within 2 to 4 weeks after the hotel stay.
 - 16.4. Any miles earned for the hotel reservation will continue to be subject to the Aeroplan Program Terms and Conditions.
 - 16.5. The amount of miles displayed at time of booking include base miles for the hotel booking, promotional miles and bonus miles and they may be credited to your account in separate transactions.
 - 16.6. **No miles will be earned in the event that:** (i) the hotel reservation is cancelled; (ii) you do not check-in on the scheduled date and time of the reservation (no-show); or (iii) you receive a partial refund for your refundable hotel reservation.
17. **Errors:** Aeroplan Travel Services cannot guarantee that the content provided through our Booking Service will not contain errors, inaccuracies or omissions, including those related to any travel product ratings or photos, distances, Aeroplan Miles to be earned, product description, service description or availability. Aeroplan Travel Services reserves the right to correct any error, inaccuracy or omission or to change or update the content without prior notice to you. Occasionally, Suppliers may have incorrect prices. If the price is incorrect, the Supplier has the right to cancel that booking and Aeroplan Travel Services has no control over these pricing errors. Aeroplan Travel Services reserves the right to refuse or cancel any travel products containing any error, inaccuracy or omission, whether or not the reservation has been confirmed and/or your credit card has been charged.
18. **Insurance:** It is strongly recommended that the customer purchase travel insurance. There are different types of insurance packages available. Travel insurance may only be purchased by the Aeroplan member at the time of purchasing the Travel Services to which the insurance relates (excluding out of province medical only insurance which may be purchased anytime up until departure). Travel insurance, including trip cancellation & interruption insurance and out of province health insurance, can insure you against the risks described in the applicable policy that may occur prior to, during or after your travel. For your convenience, this website provides Manulife Travel Insurance contact information. If more information regarding travel insurance is required, please call Manulife directly at 1-844-891-1554 or contact another travel insurance provider.

Note: Without limiting the generality of Section 19, Aeroplan Travel Services and its affiliates disclaim all liability for any losses or claims resulting from your failure to purchase travel insurance.
19. **Limitation of Liability:** Aeroplan Travel Services and its affiliates do not own, manage, operate or control any hotel. As such, without limitation,

- 19.1. Aeroplan Travel Services and its affiliates assume no liability whatsoever by reason of termination of or amendment to, the travel agency license or the Aeroplan Program in whole or in part, the addition or deletion of any Hotel Supplier or property, limitation on the availability of hotels available.
- 19.2. Aeroplan Travel Services and its affiliates assume no liability and do not guarantee any Hotel Supplier's rates, prices, bookings, ratings, any additional charges, taxes, fees or surcharges. Aeroplan Travel Services and its affiliates are not liable for any delay or failure to deliver the hotel accommodation by the Hotel Supplier, for their cancellation policies, damages or any defects.
- 19.3. Aeroplan Travel Services and its affiliates are not liable for the acts, errors, omissions, representations, breaches or negligence of any Hotel Supplier or for any personal injuries, death, property damage, or any other damages or expenses resulting therefrom.
- 19.4. Aeroplan Travel Services and its affiliates, have no liability and will not refund in the event of or in connection to any delay, cancellation, overbooking, strike, force majeure, or other causes beyond their direct control.
- 19.5. Aeroplan Travel Services and its affiliates are not liable for any direct or indirect incidental or consequential loss, claim injury and/or damage arising out of, or in any way connected with, the use of the website and/or Booking Service, or for any information, inaccuracies, products, and services obtained that are provided by third-parties, including your access to or inability to access the booking service to book a hotel reservation.
- 19.6. Aeroplan Travel Services transmits the proceeds from the hotel reservation and acts as the travel service provider's agent. Aeroplan Travel Services is not liable if the Supplier defaults the travel service for which Customer has made payment, the customer's sole recourse for refund is with the defaulting travel service provider, or from insurance covering such defaults.
- 19.7. You agree that Aeroplan Travel Services and any affiliates, subsidiaries or representatives are not responsible for and you release us from any and all liability arising as a result of, any accident, loss, injury or damages, distress or frustration caused by the Provider or requested in connection with Aeroplan travel Service.

20. CONTACT INFORMATION.

If you have any questions or concerns regarding your hotel reservation, please contact Aeroplan Travel Services at 1-866-343-4364.