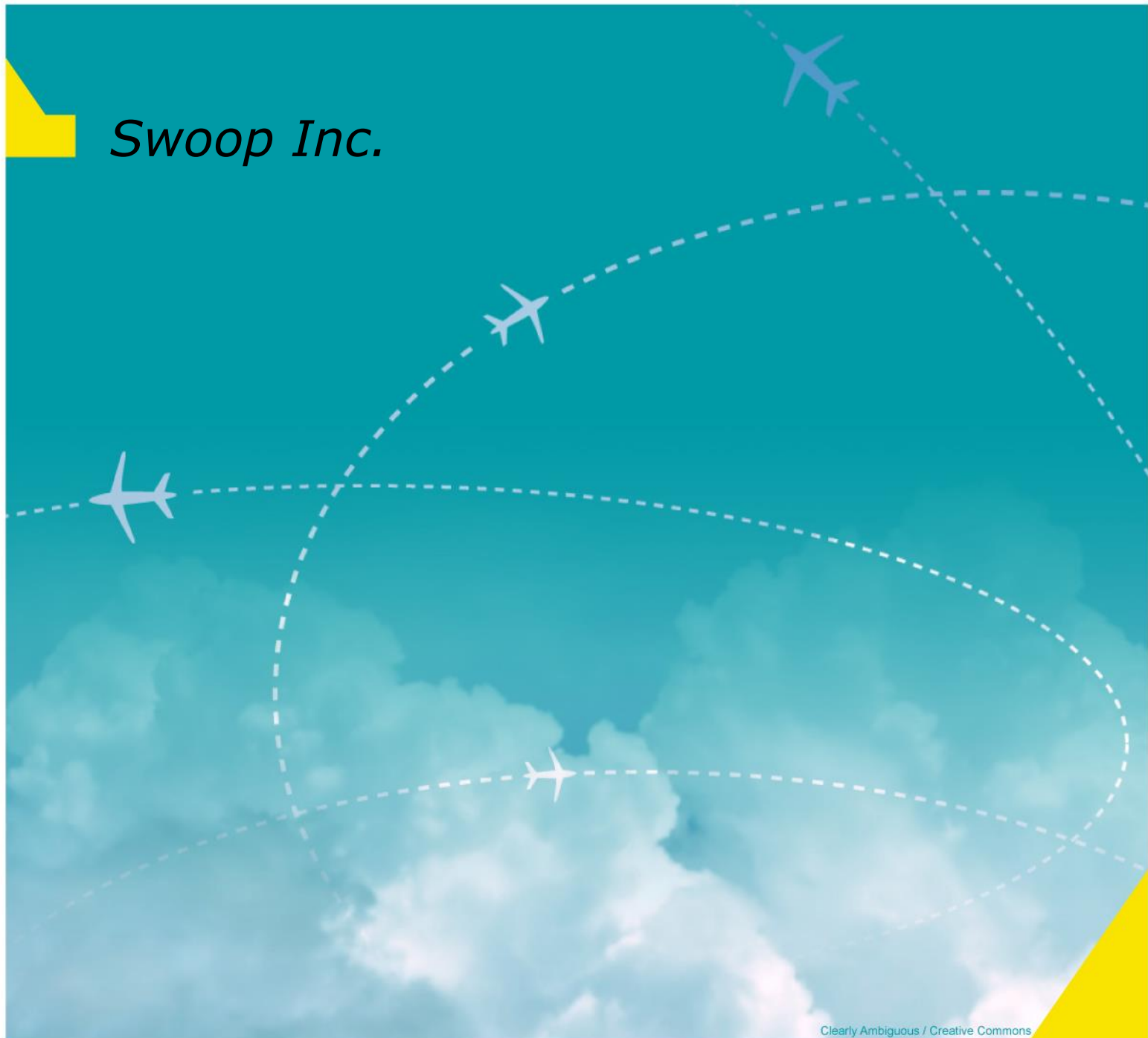


*Swoop Inc.*



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# **Domestic Tariff**

# *CTA(A) No. 1*

Tariff Containing Rules Applicable to Scheduled Services  
for the Transportation of Passengers and their Baggage

Between

**Points in Canada**

and

**Points in Canada**

# Table of Contents

Table of Contents .....	3
Part I – General Tariff Information.....	8
<b>Explanation of Abbreviations, Reference Marks and Symbols.....</b>	<b>8</b>
<b>Rule 1: Definitions .....</b>	<b>9</b>
<b>Rule 5: Application of Tariff .....</b>	<b>15</b>
(A) General .....	15
(B) Gratuitous Carriage.....	16
(C) Passenger Recourse.....	16
<b>Rule 7: Protection of Personal Information .....</b>	<b>17</b>
<b>See Appendix A – Privacy Policy .....</b>	<b>17</b>
Part II – Before Departure .....	19
<b>Rule 10: Application of Fares and Fees, Charges or Surcharges.....</b>	<b>19</b>
(A) General .....	19
(B) Fares and Charges in Effect .....	19
(C) Routing.....	20
(D) Taxes and Charges.....	20
(E) APPR Surcharge.....	20
(F) NAV Canada Surcharge .....	20
<b>Rule 11: Special Ancillary Products.....</b>	<b>23</b>
(A) Flexible Change - ModiFly .....	23
<b>Rule 15: Taxes.....</b>	<b>24</b>
(A) General .....	24
<b>Rule 20: Methods of Payment.....</b>	<b>25</b>
(A) General .....	25
<b>Rule 25: Currency of Payment.....</b>	<b>26</b>
(A) General .....	26
(B) Multi-Currency Pricing.....	26
<b>Rule 30: Classes of Service .....</b>	<b>27</b>
(A) Economy Class or Class “Y” .....	27
<b>Rule 35: Capacity Limitations.....</b>	<b>28</b>
(A) General .....	28
<b>Rule 40: Reservations .....</b>	<b>29</b>
(A) General .....	29
(B) Seat Assignment.....	29
(C) Passenger Changes and Cancellation of Reservations .....	33
(D) Passenger’s Responsibility .....	34
(E) Failure to Occupy Seat .....	35

(F)	Check-in Time Limits.....	36
(G)	Priority Boarding:.....	36
<b>Rule 50: Routings</b>		<b>38</b>
(A)	Application.....	38
<b>Rule 55: Baggage Acceptance.....</b>		<b>39</b>
(A)	Applicability .....	39
(B)	General Conditions of Acceptance of Checked and Unchecked Baggage .....	39
(C)	Collection and Delivery of Baggage .....	46
(D)	Excess Baggage .....	46
(E)	Items Unacceptable as Baggage .....	47
(F)	Musical Instruments .....	48
(G)	Right to Refuse Carriage of Baggage .....	48
(H)	Right of Search .....	49
<b>Part III – At the Airport/During Travel .....</b>		<b>51</b>
<b>Rule 60: Acceptance of Children for Travel.....</b>		<b>51</b>
(A)	General .....	51
(B)	Acceptance of Infants and Children .....	52
(C)	Documentation .....	53
<b>Rule 71: Carriage of Persons with Disabilities .....</b>		<b>54</b>
(A)	Acceptance for Carriage .....	54
(B)	Acceptance of Declaration of Self-Reliance .....	54
(C)	Medical Clearance .....	54
(D)	Advance Notice .....	55
(E)	Seating Restrictions and Assignments .....	55
(F)	Acceptance of Aids .....	55
(G)	Manually Operated Wheelchair Access .....	56
(H)	Service and Emotional Support Dogs .....	56
(I)	Services to be Provided to Persons with Disabilities .....	57
(J)	Boarding and Deplaning .....	58
(K)	Communication and Confirmation of Information .....	59
(L)	Inquire Periodically.....	59
<b>Rule 75: Acceptance of Animals (Service Dogs, Emotional Support Dogs and Pets .....</b>		<b>60</b>
(A)	General .....	60
(B)	Service and Emotional Support Dogs.....	60
<b>Rule 80: Administrative Formalities – Travel Documents, Customs and Security.....</b>		<b>61</b>
(A)	General .....	61
(B)	Travel Documents .....	61
(C)	Fines, Detention Costs.....	61
(D)	Customs and Immigration Inspection.....	62
(E)	Security Inspection.....	62
<b>Rule 85: Ground Transfer Services .....</b>		<b>63</b>
(A)	General .....	63
<b>Rule 90: Schedule Irregularities .....</b>		<b>64</b>
(A)	Applicability .....	64
(B)	General .....	64
(C)	Passenger Options – Re-Rerouting or Refund .....	66

(D) Right to Care .....	69
(E) Tarmac Delays .....	70
(F) Compensation for Inconvenience Resulting from Delays or Cancellations within the Control of the Carrier.....	70
(G) Claims Made for Delay, Cancellation or Denied Boarding .....	71
(H) Schedule Changes.....	72
<b>Rule 95: Denied Boarding and Overbooking.....</b>	<b>73</b>
(A) Applicability .....	73
(B) Request for Volunteers .....	73
(C) Involuntary Denied Boarding Considerations .....	74
(D) Transportation for Passengers Involuntarily Denied Boarding .....	74
(E) Compensation for Passengers Involuntarily Denied Boarding .....	75
(F) Right to Care .....	77
(G) Time of Offer of Compensation .....	77
<b>Rule 105: Refusal to Transport.....</b>	<b>78</b>
(A) Refusal to Transport – Removal of Passenger .....	78
(B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions .....	81
(C) Recourse of the Passenger/Limitation of Liability .....	83
<b>Rule 110: Passenger Expenses En Route .....</b>	<b>84</b>
(A) General .....	84
<b>Rule 115: Tickets.....</b>	<b>85</b>
(A) General .....	85
(B) Validity for Carriage.....	85
(C) Coupon Sequence .....	86
(D) Open Tickets .....	86
(E) Non-transferability .....	86
(F) Prohibited Practices .....	86
(G) Invalidated Tickets .....	86
<b>Part IV – After Travel.....</b>	<b>89</b>
<b>Rule 120: Limitations of Liability.....</b>	<b>89</b>
(A) Successive Carriers .....	89
(B) Laws and Provisions Applicable .....	89
(C) Time Limitations on Claims and Actions .....	95
(D) Overriding Law .....	95
(E) Modification and Waiver.....	96
(F) Gratuitous Transportation .....	96
<b>Rule 125: Refunds.....</b>	<b>97</b>
(A) General .....	97
(B) Involuntary Refunds .....	97
(C) Voluntary Refunds.....	99
(D) Time Limit for Requesting a Refund .....	99
(E) Refunds in the Case of Death.....	99
(F) Jury Duty .....	100
(G) Refusal to Refund .....	100
<b>Privacy Policy .....</b>	<b>101</b>

Who is Swoop? .....	101
<b>What is personal information? .....</b>	<b>101</b>
<b>Consent .....</b>	<b>101</b>
<b>Collection of personal information.....</b>	<b>102</b>
<b>Use of personal information .....</b>	<b>103</b>
Booking a flight.....	103
<b>Requirements of government authorities.....</b>	<b>103</b>
<b>Cross-border information .....</b>	<b>104</b>
<b>Special needs.....</b>	<b>104</b>
<b>Travel agents.....</b>	<b>105</b>
<b>Corporate and other third party bookings.....</b>	<b>105</b>
<b>Passenger Feedback .....</b>	<b>106</b>
<b>Promotional contests .....</b>	<b>106</b>
<b>Employment opportunities .....</b>	<b>106</b>
<b>Cookies and other technology.....</b>	<b>106</b>
<b>Disclosure of personal information.....</b>	<b>107</b>
<b>Security.....</b>	<b>109</b>
<b>Retention of information .....</b>	<b>109</b>
Retention periods .....	109
Expiry and termination of accounts.....	109
<b>Accessing your personal information.....</b>	<b>109</b>
<b>Responding to you .....</b>	<b>110</b>

*Part I*



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# **General Tariff Information**

# Part I – General Tariff Information

## Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(I)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAB	Civil Aeronautics Board of the United States (Department of Transportation)
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
EU	European Union
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable
No	Number
SDR	Special Drawing Rights
USD	United States Dollar(s)



## Rule 1: Definitions

“**Act**” means the Canada Transportation Act;

“**Affected Flight**” means the flight involved in a schedule irregularity.

“**Air Crew**” means the flight crew and one (1) or more persons who, under the authority of the Carrier, perform in-flight duties in the Passenger cabin of an aircraft of the Carrier;

“**Air Service**” includes a live flight;

“**Air Transportation Contract**” means with respect to Domestic Transportation, a contract entered into between the Traveller and the Carrier for the provision of a Flight to the Traveller and/or goods in the form of a Reservation and confirming itinerary issued by the Carrier.

“**Air Transportation Regulations**” means the regulations respecting air transportation, sor/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein;

“**Alternate Transportation**” means another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

“**Ambulatory**” means a person who is able to move about within an aircraft unassisted;

“**Ancillary**” refers to optional extra products, services and/or privileges distinct from the fare, purchased either in respect to transportation services or products, services or privileges ancillary to transportation services, by a passenger at the time of initial fare booking or at a subsequent moment up to and including the journey. Also see “Fees, Charges and Surcharges” defined below;

“**Applicable Adult Fare**” means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adult's status;

“**Applicable Full Fare**” means the full adult fare for the class of service designated in the Carrier's official general schedule for the aircraft, or compartment of the aircraft used by the Passenger;

“**Assistant/Attendant**” is a person who travels with a person with a disability, is 18 years of age or over, and is fully capable of providing a service related to the disability that is not usually provided by the Carrier's staff;

“**Baggage**” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“**Baggage Identification Tag**” means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt

for the passenger's checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage.

**"Boarding Area/Gate"** means the vicinity or point where the carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

**"Boarding Pass"** includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

**"Boarding Time Deadline"** is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

**"Canada"** means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**"Carrier"** means: Swoop Inc.

**"Checked Baggage"** means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

**"Check-in Deadline"** is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

**"Comparable Air Transportation"** is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger's original flight reservations.

**"Conjunction Ticket"** means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

**"Controllable Schedule Irregularity"** means a flight delay, cancellation or diversion that is considered to be within the Carrier's control. Some examples include mechanical issues, the Carrier's IT system failures and delays or cancellations due to operational requirements;

**"Credit"** means an electronic value that can be applied to the purchase of future travel and optional products and services, excluding third-party offerings and onboard purchase;

**"Destination"** means the ultimate stopping place according to the contract of carriage, as shown on the ticket.

**"Domestic Transportation"** means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

**"Emotional Support Animal"** is a dog which is used to provide support for an emotional disability and is required as an accommodation for air travel or for activities at the Passenger's destination.

o**“Fare”** means the amount charged by the carrier for the carriage of a Passenger in respect of a particular class of domestic service offered but does not include any applicable fees, charges or surcharges.

**“Fee, Charge or Surcharge”** means an amount of money collected by the Carrier from the Passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services.

**“Ferry Flight”** means the movement of an aircraft without passengers or goods to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the Carrier.

**“Flight Coupon”** means that portion of the ticket which is either held electronically in the carrier’s database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

**“Force Majeure”** means any unforeseeable circumstances beyond the carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

**“Goods”** means anything that can be transported by air, including animals.

**“Group”** means 13 or more travellers travelling together on the same flight from a common point of origin to a common destination.

**“Immediate Family”** means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

**“Infant”** means children under the age of two (2) years at the commencement of travel.

**“International Transportation”** means air transportation between Canada and a point in the territory of another country.

**“Involuntary Refunds”** means a refund of an unused ticket or portion thereof required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

**“Itinerary/Receipt”** means a travel document or documents the carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger’s name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

**“Live Flight”** means the movement of an aircraft with passengers or goods from the point of take-off at the origin to a point or points of landing thereafter, inclusive of the point of landing at the destination (immediate technical or fuel landings excepted);

**“Minor”** means a person who has not reached his/her 12th birthday on the date that travel commences.

**“Non-ambulatory”** means a person who is not able to move about within an aircraft unassisted;

**“Non-self-reliant”** means a person who is not self-reliant as defined below;

**“No show”** means that a Passenger that has failed to meet Carrier’s cut-off requirements for check-in and/or boarding as described herein. No show segments are non-creditable and non-refundable;

**“Origin”** means the initial starting place of the journey as shown on the ticket.

**“Overbooking/Oversold”** is the result of selling more seats than the available number of seats on a flight.

**“Passenger”** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage.

**“Passenger Liability”** means the legal liability of the Carrier to any Passenger or other person in respect of a Passenger, arising from the Carrier's operation, ownership or possession of an aircraft, for:

- A. Injury to or death of persons who are Passengers;
- B. Losses suffered or sustained by a Passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the air service contracted for;
- C. Damage to or loss of goods in the Carrier's charge; or
- D. Losses due to any delay in delivery of any goods in the Carrier's charge;

**“Person”** means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

**“Person with a Disability”** includes any person who, by virtue of a locomotor, sensory, intellectual, developmental, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

**“Personal information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**“Reservation”** is a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify

the date and times of travel, flight number and the class of service to be provided the passenger.

**“Reroute”** means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the Passenger, or to honour the ticket, or portion thereof, held by the Passenger for transportation to the same destination as, but via a different routing than, that designated thereon;

**“Routing”** establishes the possible points via which travel may take place for a specific fare.

**“Schedule Change”** means the following:

- a) The cancellation of a scheduled flight where no Swoop flight of comparable routing is available within three (3) hours of the original time of departure; or
- b) A change in the scheduled departure time of a Swoop flight which exceeds three (3) hours

**“Schedule Irregularities”** means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flights;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

**“Segment”** a nonstop flight between a point of origin and a destination.

**“Self-reliant”** means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

**“Service Dog”** means a dog that has been individually trained by an organization or person specializing in service dog training.

**“Single ticket”** means a document that permits travel from origin to destination;

**“Special Drawing Rights (SDR)”** is a unit of account of the International Monetary Fund.

**“Standard Fare”** consists of a non-refundable ticket, randomly assigned seat and a personal item

**“Tariff”** means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

**“Tax”** means an amount of money collect by the Carrier from the Passenger pursuant to an obligation imposed by governmental authority;

**“Ticket”** means either a paper or electronic document issued by or on behalf of the carrier which includes the passenger’s flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

**“Traffic”** means any persons or goods that are transported by air.

**“Transfer Point”** means any point at which the passenger transfers between aircraft.

**“Traveller”** Swoop may refer to “Traveller” in place of “Passenger”, see “Passenger” definition above.

**“Unchecked Baggage”** means any baggage (carry-on) accompanying the passenger other than checked baggage.

**“Uncontrollable Schedule Irregularity”** means a flight delay, cancellation or diversion that is considered to be not within the Carrier’s control including but not limited to situations of Force Majeure;

**“Voluntary Refunds”** means a refund of an unused or partially used ticket for reasons other than those mentioned under the definition of an involuntary refund.

**“Voucher”** means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

## Rule 5: Application of Tariff

### (A) General

1. The obligations of the Carrier under the Air Passenger Protection Regulations (“APPR”) form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the Carrier from applying terms and conditions of carriage that are more favourable to the passenger than the obligations set out in the APPR. According to APPR definitions and interpretations, Swoop is considered a “small carrier”.
2. This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Swoop.
3. Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date which the ticket is issued for transportation from all points of origin.
4. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
5. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
6. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
7. The carrier’s rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.
8. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. Swoop will assume no responsibility for the acts or omissions of such other carrier.

## **(B) Gratuitous Carriage**

The carrier reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

## **(C) Passenger Recourse**

Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.

In the case of dispute with the air carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.



## **Rule 7: Protection of Personal Information**

**See Appendix A – Privacy Policy**

## Part II



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# Before Departure

## Part II – Before Departure

### Rule 10: Application of Fares and Fees, Charges or Surcharges

#### (A) General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground Transfer Services, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

#### (B) Fares and Charges in Effect

1. Subject to government requirements and this tariff:

(a) **Applicable to transportation which originates in Canada for travel within Canada**

The applicable fare is the fare in effect on the date which the ticket is issued.

No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:

- (i) The ticket is issued with confirmed reservations from a point of origin in Canada at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- (ii) The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
- (iii) Sale occurs, and the ticket is issued in Canada.

If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

## (C) Routing

1. Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. (See *Rule 50, Routings*)

## (D) Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the carrier's tariff. (See *Rule 15, Taxes*)

## (E) APPR Surcharge

The Air Passenger Protection Regulation Surcharge ("Surcharge") will be in effect for all Travellers charged a Fare to occupy seats on Segments on or after December 30, 2019.

1. The Surcharge will be collected at point of sale and will apply to all Travellers on a per Traveller basis, in addition to other relevant charges under the Air Transportation Contract.
2. For bookings prior to January 1, 2021, the amount of \$2.56 CAD or USD per Segment will be shown for all Travellers as a separate line item as an Air Transportation Charge. For bookings January 1, 2021 and beyond, the amount of \$2.95 CAD or USD per Segment will be shown for all Travellers as a separate line item as an Air Transportation Charge. The currency charged to the Traveller will be the same as the currency of the Fare paid.
3. The Surcharge will be non-refundable for all non-refundable tickets.
4. The Surcharge will not apply to Travellers who: (1) Are infants that will not occupy seats, or (2) Are not charged a Fare to travel
5. The Surcharge will be included in prices advertised to consumers.
6. The Surcharge will expire on December 31, 2022 and will be re-assessed on an annual basis.

## (F) NAV Canada Surcharge

The NAV Canada Surcharge ("NAV Surcharge") will be in effect for all Travellers charged a Fare to occupy seats on Segments on or after September 18, 2020.

1. The NAV Surcharge will be collected at point of sale and will apply to all Travellers flying domestically on a per Traveller basis, in addition to other relevant charges under the Air Transportation Contract.
2. The amount of \$5 or \$7 CAD per Segment will be shown for all Travellers as a separate line item as an Air Transportation Charge. The amount of the NAV Surcharge will vary by route as follows:

<b>Route (includes travel in both directions)</b>	<b>NAV Surcharge Amount</b>
Abbotsford (YXX) <> Edmonton (YEG)	\$5.00
Abbotsford (YXX) <> Hamilton (YHM)	\$7.00
Abbotsford (YXX) <> Winnipeg (YWG)	\$7.00
Abbotsford (YXX) <> Toronto (YYZ)	\$7.00
Abbotsford (YXX) <> Ottawa (YOW)	\$7.00
Charlottetown (YYG) <> Toronto (YYZ)	\$7.00
Deer Lake (YDF) <> Edmonton (YEG)	\$7.00
Deer Lake (YDF) <> Hamilton (YHM)	\$7.00
Deer Lake (YDF) <> Toronto (YYZ)	\$7.00
Edmonton (YEG) <> Hamilton (YHM)	\$7.00
Edmonton (YEG) <> Toronto (YYZ)	\$7.00
Edmonton (YEG) <> Victoria (YYJ)	\$5.00
Edmonton (YEG) <> London (YXU)	\$7.00
Edmonton (YEG) <> Ottawa (YOW)	\$7.00
Edmonton (YEG) <> Kelowna (YLW)	\$5.00
Edmonton (YEG) <> Comox (YQQ)	\$5.00
Edmonton (YEG) <> Regina (YQR)	\$5.00
Edmonton (YEG) <> Saskatoon (YXE)	\$5.00
Edmonton (YEG) <> Charlottetown (YYG)	\$7.00
Edmonton (YEG) <> Moncton (YQM)	\$7.00
Edmonton (YEG) <> Halifax (YHZ)	\$7.00
Halifax (YHZ) <> Hamilton (YHM)	\$7.00
Halifax (YHZ) <> Toronto (YYZ)	\$7.00
Halifax (YHZ) <> Ottawa (YOW)	\$7.00
Halifax (YHZ) <> Abbotsford (YXX)	\$7.00
Halifax (YHZ) <> Winnipeg (YWG)	\$7.00
Hamilton (YHM) <> Kelowna (YLW)	\$7.00
Hamilton (YHM) <> Winnipeg (YWG)	\$7.00
Hamilton (YHM) <> Moncton (YQM)	\$7.00
Hamilton (YHM) <> Charlottetown (YYG)	\$7.00
Hamilton (YHM) <> St. John's, NL (YYT)	\$7.00
Kelowna (YLW) <> Toronto (YYZ)	\$7.00
Kelowna (YLW) <> Winnipeg (YWG)	\$7.00
Ottawa (YOW) <> Winnipeg (YWG)	\$7.00
Regina (YQR) <> Winnipeg (YWG)	\$5.00

Regina (YQR) <> Toronto (YYZ)	\$7.00
Saint John (YSJ) <> Toronto (YYZ)	\$7.00
Saskatoon (YXE) <> Toronto (YYZ)	\$7.00
Thunder Bay (YQT) <> Toronto (YYZ)	\$5.00
Toronto (YYZ) <> Victoria (YYJ)	\$7.00
Winnipeg (YWG) <> Saskatoon (YXE)	\$5.00
Winnipeg (YWG) <> Toronto (YYZ)	\$7.00

3. The NAV Surcharge will be non-refundable for all non-refundable tickets.
4. The NAV Surcharge will not apply to Travellers who: (1) Are infants that will not occupy seats, or (2) Are not charged a Fare to travel
5. The NAV Surcharge will be included in prices advertised to consumers.
6. The NAV Surcharge will expire on December 31, 2022 and will be re-assessed on an annual basis.

## Rule 11: Special Ancillary Products

Special ancillary products are Swoop products sold at an additional rate in addition to the base fare. Purchase is optional and all terms and conditions are also available via FlySwoop.com. Current offerings include:

### (A) Flexible Change - ModiFly

1. The option to purchase at initial booking a flexible change product that provides the opportunity to make a one-time change to the departure time (including same-date or alternate date) or return time (including same-date or alternate date) of a directional booking under the following conditions:
  - (a) Available for purchase only at initial booking with rate clearly communicated in booking flow;
  - (b) Only available for purchase up to 14 days before departure;
  - (c) Must be redeemed not less than 24 hours before segment departure;
  - (d) Change is available for flight(s) of the same origin and destination points only, ModiFly does not entitle the traveller to change their itinerary origin or destination, only the intended time(s) or date(s) of travel between the same city pair;
  - (e) Difference in fare due at time of change;
  - (f) Reduction in fare is forfeit;
  - (g) Extra Ancillary product(s), service(s) and/or privilege(s) purchased prior to the use of flexible change carry over to the new flight;
  - (h) For a fee of \$4.99 to \$29.99 CAD per segment per person;
  - (i) No additional fee at time of flexible change;
  - (j) Must be purchased for all passengers on reservation;
  - (k) Purchase of flexible change product is non-refundable.
  - (l) Where alternate flight is available Swoop reserves the right to substitute or credit at its discretion a like for like extra ancillary product, service and privilege if an identical selection is not available or is sold out on the new flight segment.
  - (m) In the event of non-delivery of ModiFly services within Swoop's control, Swoop will refund the ModiFly fee to original form of payment upon request within 90 days of non-delivery after which no refund will be forfeited.

(n) ModiFly is not available on Swoop Getaways bookings.

## Rule 15: Taxes

### (A) General

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
3. Taxes will be shown separately on the ticket.
4. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases where a ticket is used, will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.
5. When a ticket is purchased but not used, not used in sequence of the purchased itinerary, is forfeited or otherwise made void through missed check-in, missed boarding, denied boarding as per Rule 105(B) for prohibited conduct, the taxes will no longer be refundable and are entirely forfeit.



## Rule 20: Methods of Payment

### (A) General

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

1. Credit card
  - i. **FlySwoop.com**  
Visa, Mastercard, American Express, Diners Club, Discover, Visa Debit
  - ii. **Contact Centre**  
Visa, Mastercard, American Express, Diners Club, Discover, Visa Debit
  - iii. **Airport**  
Visa, Mastercard, American Express, Diners Club, Discover, Visa Debit,
  - iv. **Onboard our aircraft**  
Visa, Mastercard, American Express, Diners Club, Discover
2. Bank debit card, where facilities permit
3. Swoop Credit
4. Swoop Vouchers

**Following forms of payment are not accepted:**

1. Cash
2. Cheques
3. Bank drafts
4. MCO – Miscellaneous change order

## Rule 25: Currency of Payment

### (A) General

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in Canada, payment for any fare, rate or charge collected under the Air Transportation Contract will be in Canadian dollars at the Canadian dollar amount, or its equivalent in other currencies, as established by Rule 25(B) of the Tariff.

### (B) Multi-Currency Pricing

1. If a payment currency is selected by the purchaser that differs from the currency used by the Carrier for the published fare, rate or charge that was initially offered by the Carrier, as detailed in rule 25(A)2, the Bankers' Buying Rate of Exchange will be applied to that published amount based on the currency of choice and a 4% non-refundable margin will be applied in addition to the Bankers' Buying Rate of Exchange.
2. The resulting exchange rate established, including the 4% non-refundable margin, will be clearly detailed on the payment page.

## Rule 30: Classes of Service

### (A) Economy Class or Class “Y”

1. The Economy Class/Tourist Class section will be located in the area of the aircraft designated by the carrier as Economy Class.
2. All Swoop Passengers are seated in an Economy Class section and will be provided Economy Class service.
3. Economy Class services will consist of:

#### 1.1 Standard fare

The standard fare includes a randomly assigned seat and one personal item.

Optional Ancillary Fees are applicable for the following:

- a) Checked baggage;
- b) Carry-on baggage;
- c) Seat selection;
- d) Food and beverage;
- e) Third-Party products, ancillaries and privileges;
- f) Additional products, services and privileges include but not exclusive to:
  - a. Flexible change
  - b. Flexible cancel
  - c. Priority Boarding
  - d. Bundled Options offering one or more of the above
  - e. Group Bookings;

## Rule 35: Capacity Limitations

### (A) General

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by the carrier and the passenger has paid the appropriate fare and a ticket has been issued for that space.
2. On any given flight, the carrier may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.

## Rule 40: Reservations

### (A) General

1. Any reservation or cancelling of a Reservation requested by a Traveller to be performed via contacting the Contact Centre shall pay a fee of \$15 per transaction.
2. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
3. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in paragraph (F) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
4. Group Bookings

To qualify for a group fare, 13 or more travellers must travel together on one flight and be booked at the same time.

The Carrier requires a 50% deposit on the total booking value at the time of booking. This deposit is non-refundable and non-creditable in the event that the traveller would like to cancel their group booking. The deposit is applicable to final payment.

Payment in full is required for all group bookings 30 days before departure. If full payment is not received, the booking will be cancelled and the deposit will not be refunded.

All group booking fares will include a checked bag, a standard back seat assignment, and a \$5 group booking fee (plus taxes and fees). With bookings originating from the US, the currency for the entire quote, including the group booking fee, will be quoted in USD. Otherwise the currency is CAD.

The Carrier will complete a full refund to the original form of payment if the reservation is canceled within 24 hours of booking for bookings where the departure date is more than seven days in the future.

For full group booking rules, contact the Carrier's groups department.

### (B) Seat Assignment

- a) If no seat has been pre-selected, Swoop will assign seats randomly during check-in, commencing 24 hours before departure;

- b) Swoop will attempt to seat Passengers on the same reservation in proximity to each other where possible;
- c) Seats are randomly assigned at no additional charge, Passengers may still purchase an Advanced Seat Selection for an additional fee if available;
- d) The carrier does not guarantee the assignment of the Passenger's preferred seat on the aircraft.

### 1) Seat assignment for Children

- a) The Carrier will make every effort to assign a seat to a child who is under the age of 14 years in close proximity to a parent or Guardian. The seat for the child will be at no additional charge and adhere to the Air Passenger Protection Regulation. The Carrier provides Passengers the option to pre-purchase seat selection up to 1-hour prior to departure but there is no obligation to do so.
- b) The Carrier's supplemental policies with regards to seat assignment for children under the age of 14 years are:
  - i) A parent or Guardian can purchase advance seat selection in close proximity to the seat provided to the child (the seat provided to the child will be at no additional charge).
  - ii) If Passengers do not pre-purchase seats prior to check-in, the Carrier will seat a parent or Guardian in close proximity to the child if there is availability.
  - iii) If (ii) above is not successful, the Carrier's airport agent at the check-in counter will endeavor to manually seat children and their accompanying parent or Guardian together.
  - iv) If (iii) above is not successful, the Carrier's airport agent at the Boarding Area will ask for volunteers among the passengers to change seats.
  - v) If no passengers volunteer, the Carrier's airport agent at the Boarding Area will inform the flight attendant(s) to move passengers as able.

### 2) Advance seat selection

#### a) General

The Carrier offers Passengers the option of paying a fee for a specific seat at the time of booking or up to 1-hour prior to their Flight's scheduled departure subject to the following:

- 1) Advance seat selection is not guaranteed, and may not be offered, or be subject to change on some Flights based on operational restrictions;
- 2) Advance seat selection may not be available through some Reservation channels;

- 3) Passengers with a disability requiring specific seating may request a seat by contacting the Carrier's Contact Centre;

#### b) Fees

- i. Seat selection fees are calculated per flight segment (i.e. as identified by a change in Flight Number) for each direction of travel from the Origin to the Destination based on time of purchase.
- ii. When seats are selected on multi-segment itineraries or a round trip, the fee shall be collected for each Flight Segment.
- iii. Different seat fees apply for front standard, back standard, front extra-leg-room (ELR), exit row, and back extra-leg-room seats.
- iv. Seat selection fees are non-refundable except when the itinerary is cancelled within 24 hours of booking for flights departing more than 7 days from the date of booking or the flight cancellation is within the control of Swoop.
- v. Seat selection fee table

Rates effective for all seat purchases before October 9, 2019

#### Short Haul (0-1600km) Flights

Seat Fees	Attribute	At Initial Booking:	Post-Booking:
Front Standard	Standard Seat Pitch Toward front of plane	From \$15	From \$25
Back Standard	Standard Seat Pitch	From \$10	From \$20
Front Extra-Leg Room (ELR)	4" to 6" Extra Seat Pitch Toward front of plane	From \$40	From \$60
Exit Row	4" to 6" Extra Seat Pitch (Safety restrictions apply)	From \$25	From \$35
Back Extra-Leg-Room (ELR)	4" to 6" Extra Seat Pitch Toward rear of plane	From \$20	From \$30

#### Long Haul (over 1600km) Flights

<b>Seat Fees</b>	<b>Attribute</b>	<b>At Initial Booking:</b>	<b>Post-Booking:</b>
Front Standard	Standard Seat Pitch Toward front of plane	<b>From \$20</b>	<b>From \$30</b>
Back Standard	Standard Seat Pitch	<b>From \$15</b>	<b>From \$25</b>
Front Extra-Leg Room (ELR)	4" to 6" Extra Seat Pitch Toward front of plane	<b>From \$50</b>	<b>From \$70</b>
Exit Row	4" to 6" Extra Seat Pitch (Safety restrictions apply)	<b>From \$30</b>	<b>From \$40</b>
Back Extra-Leg-Room (ELR)	4" to 6" Extra Seat Pitch Toward rear of plane	<b>From \$25</b>	<b>From \$35</b>

Rates effective for all seat purchases October 9, 2019 and beyond

<b>Seat Fees</b>	<b>Attribute</b>	<b>Rate</b>
Front Standard	Standard Seat Pitch Toward front of plane	<b>From \$15</b>
Back Standard	Standard Seat Pitch	<b>From \$10</b>
Front Extra-Leg Room (ELR)	4" to 6" Extra Seat Pitch Toward front of plane	<b>From \$40</b>
Exit Row	4" to 6" Extra Seat Pitch (Safety restrictions apply)	<b>From \$25</b>
Back Extra-Leg-Room (ELR)	4" to 6" Extra Seat Pitch Toward rear of plane	<b>From \$20</b>

**c) Changes and cancellations to advance seat selection**

- i. Changes to a seat selection on a Reservation after a booking has been made will require payment of the seat fee difference.



- ii. The Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have paid, at any time, for any reason, without notice to any Passengers affected thereby. The Carrier reserves the right to accommodate affected passengers(s) with seating in a comparable seat(s), or the best seat(s) available at the time at carrier's discretion, or to provide a non-refundable credit or refund for the Fees associated with the seat(s) to the traveller's original form of payment.

## (C) Passenger Changes and Cancellation of Reservations

No changes are permitted less than three days (72 hours) prior to departure except via the use of ModiFly.

For changes being made 3 days (72 hours) or more from departure, passengers can make a one-time change to their reservation which is limited to a single change in departure time (which may change the flight date). Change is available for flight(s) of the same origin and destination points only. Changes can be made on the web via MMB (Manage My Booking). Changes that cannot be processed on the web will have the ability to be processed in the contact centre (contact center fee waived).

If the passenger is making a change to their reservation that results in;

- (i) a higher fare product, then in addition to the change fee outline below the difference in fare must also be paid at the time of the change.
  - (ii) a lower fare product, then in addition to the change fee outline below, no additional fare payment will be required and the reduction in fare is forfeited.
- 1) For changes being made 3 days (72 hours) or more from departure, and less than 7 days from departure;
    - i. Changes incur a fee of \$150 per passenger per segment.
  - 2) For changes being made 7 days (168 hours) or more from departure;
    - ii. Changes incur a fee of \$100 per passenger per segment.

Extra ancillary product(s), service(s) and/or privilege(s) purchased for the original flight will be transferred to the new flight as-is. However, the Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have paid, at any time, for any reason, without notice to any Passengers affected thereby. The Carrier will accommodate passengers(s) with seating in a comparable seat(s), or the best seat(s) available at the time at carrier's discretion.

Conditions below regarding passenger cancellations apply to bookings made prior to May 24<sup>th</sup>, 2019.

All reservations (total fare including taxes and fees) are refundable toward a Swoop Credit more than 24 hours before departure subject to conditions listed below subject to a cancellation fee and forfeiture of prepaid ancillary fees.

All reservations (total fare including taxes and fees) are non-refundable less than 24 hours before the planned departure of the Flight. No changes to a Reservation are permitted unless optional ModiFly flexible change has been pre-purchased.

- 1) Cancellations incur a \$100 CAD fee per booking per passenger.
- 2) The remaining balance of the Reservation will be issued to the Passenger in the form of a Swoop Credit and will include all amounts paid by the Passenger in association with the Fare, including refundable Fees, Charges, Surcharges and Taxes applicable to the fare, less any cancellation fees and the optional extra ancillary purchased. The Swoop Credit shall be valid for 90 days from the date of its creation.
- 3) Cancellations made within 24 hours of original booking for flights departing more than 7 days from the date of travel shall be eligible for a refund to the original form of payment.
- 4) The Carrier will cancel Reservations of any Passenger:
  - a) To comply with any government regulations; or,
  - b) Due to Force Majeure.

Conditions below regarding passenger cancellations apply to bookings made on or after May 24<sup>th</sup>, 2019.

All reservations (total fare including taxes and fees) are non-refundable (to original form of payment or in the form of a credit) after 24 hours from the original booking date.

- 1) Cancellations made within 24 hours of original booking for flights departing more than 7 days from the date of travel shall be eligible for a refund to the original form of payment.
- 2) The Carrier will cancel Reservations of any Passenger:
  - a) To comply with any government regulations; or,
  - b) Due to Force Majeure.

## **(D) Passenger's Responsibility**

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (F) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

## **(E) Failure to Occupy Seat**

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule.

## (F) Check-in Time Limits

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
To/From Canada	90 minutes	45 minutes	35 minutes

**Note:** Check in and Baggage drop off must be completed at least 45 minutes prior to departure.

**\*Recommended check-in time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in.

**\*\*Check-in and baggage drop-off deadline:** The passenger must have checked in, obtained their boarding pass and **checked all baggage** at the baggage drop-off counter before the check-in deadline for their flight. e.g. if the passenger's flight to a Canadian city leaves at 7:00 a.m., the passenger is required to have completed checked in and checked all baggage with carrier by 6:15 a.m. (45 minutes before their flight).

**\*\*\*Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline to allow time for document verification.

If the passenger fails to meet the time limits specified in the above chart, Swoop may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. The carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

**Note:** It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary. Swoop will make a reasonable effort to inform its passengers of any delays or schedule changes. (See Rule 90(B)4.)

## (G) Priority Boarding:

Priority boarding is an optional Ancillary service fee that allows boarding of the aircraft after pre-boarding and prior to general boarding.

- a) Priority boarding fees are non-refundable except if the booking is cancelled within 24 hours of booking and outside 7 days of departure.
- b) The fee for Priority Boarding is as follows:
  - i. Booking (Web, Mobile, Contact Centre): \$10

- ii. Manage booking (Web, Mobile, Contact Centre): \$15
- iii. Online check-in: \$20

## Rule 50: Routings

### (A) Application

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via any or all cities named in the routing diagram, unless otherwise restricted.
3. All of the applicable routing may result in non-stop travel.

## Rule 55: Baggage Acceptance

### (A) Applicability

- 1) This rule applies to transportation of Baggage. The Carrier will only transport baggage to the Destination of the Flight. All Checked Baggage must have a Baggage Identification Tag. All Unchecked Baggage should have a tag with the Passenger's name, address and telephone number.
- 2) Unchecked Baggage, including personal items, will be considered to be property of the Passenger who is in possession of the Baggage at the time of embarkation.

### (B) General Conditions of Acceptance of Checked and Unchecked Baggage

- 1) The Carrier reserves the right to refuse to board or transport any goods or baggage which, in the Carrier's sole discretion, are not appropriately packaged for Flight or which are otherwise unsuitable for Flight.
- 2) The Carrier will generally accept for transportation as Baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following:

#### 3) Checked Baggage

- a) Once the Carrier takes possession of the Passenger's Checked Baggage, the Carrier will issue a Baggage identification tag for each piece of Checked Baggage. A portion of this tag will be provided to the Passenger and each bag will be affixed with the corresponding remaining portion of the tag.
- b) Checked Baggage will be carried on the same aircraft as the Passenger unless the Baggage is delayed or the Carrier decides that it is impractical to carry the Baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the Passenger on the status of the Baggage and arrange to deliver the Baggage to the Passenger as soon as possible.
- c) For Infants, the Carrier will permit a small diaper bag, approved child restraint system, playpen and/or stroller subject to the terms and conditions of Rule 55(B)(3)(e).
- d) Checked bag fees are non-refundable except if the booking is cancelled within 24 hours of being made for flights departing more than 7 days from the date of booking.
- e) The Carrier accepts (based on available space):

- i) A first, second, third or fourth piece of checked Baggage within the weight and size limits defined in this section which will be charged according to the fee tables below. Carrier reserves the right to limit checked Baggage to select destinations based on aircraft load capacity limitations;
- ii) Oversized Baggage in excess of the combined dimensions of 157 cm (62 inches) but not exceeding 203 cm (80 inches) will be accepted to/from all destinations subject to the fees in the tables below. Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport;
- iii) Overweight Baggage more than 23 kg (50 lbs) but not exceeding 45 kg (100 lbs) will be accepted to all destinations subject to the fees in the tables below. Baggage over 45 kg (100 lbs) will not be accepted for transport;
- iv) Combined excesses: an item of Baggage that exceeds the Baggage allowance and is oversize or overweight will be subject to all applicable combinations of fees;
- v) Swoop recommends all Baggage must have a Baggage tag attached with the Passenger's current name, address and contact telephone;
- vi) Checked Baggage may weigh up to 23kg (50lbs) with combined length plus width plus height dimensions of 157 cm (62'). See for acceptance of additional and excess Baggage;
- vii) For infants, lap-held or in a paid seat, the Carrier permits up to one (1) small carry-on diaper bag to be stored under seat and one (1) infant safety restraint system (approved car seat) to be checked or placed in the paid seat at no charge;
- viii) For infants, lap-held or in a paid seat, the Carrier will permit up to two (2) additional child/infant equipment items (such as playpen or stroller) at the rate listed hereafter with additional baggage items in excess of the infant allowance being charged at the standard checked Baggage amount applicable for the date of travel as outlined in Rule 55(B)(3)(e)xi.

	<b>Initial Booking</b>	<b>Manage Booking</b>	<b>Check-In (Web/Mobile)</b>	<b>Check-In (Airport)</b>	<b>At Gate</b>
Infant Personal Bag <sup>^</sup> (Diaper Bag)	FREE	FREE	FREE	FREE	FREE
Infant Safety Restraint (Car Seat)	FREE	FREE	FREE	FREE	FREE
Infant Equipment (Charge Per Item)	\$21	\$26	\$30	\$34	\$39

<sup>^</sup> Maximum size of 41 cm x 15 cm x 33 cm (16 in. X 6 in. X 13 in.).

- ix) Articles of Baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property are likely to be damaged by air carriage, are unsuitable packed, or the carriage of which would violate the



- laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- x) Checked Baggage fees are refundable to the original form of payment in the event of an itinerary cancellation made within 24 hours of Reservation confirmation where the scheduled departure of the first flight is seven (7) days or more after the date of Reservation confirmation. All Checked Baggage fees are otherwise non-refundable and non-creditable.
- xi) Except as outlined herein, all Baggage requires payment of a fee. Checked Baggage fees may vary depending on the travel period but will not at any one time be higher than those reflected in the table below. Swoop reserves the right to discount baggage fees.
- xii) Checked Baggage Fee Table:

Rates effective for new bookings made before October 9, 2019:

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$35	\$40	\$45	\$50	\$70
Second Bag	\$50	\$55	\$60	\$65	n/a
Third/Forth Bag (Each piece)	\$100 <sup>^</sup>	\$105 <sup>^</sup>	\$110 <sup>^</sup>	\$115 <sup>^^</sup>	n/a

Rates effective for new bookings between October 9, 2019 and January 12, 2020:

#### Short Haul Flights (less than 1000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$30	\$30	\$40	\$50	\$50
Second Bag	\$50	\$50	\$60	\$70	n/a
Third/Forth Bag (Each piece)	\$80 <sup>^</sup>	\$80 <sup>^</sup>	\$90 <sup>^</sup>	\$100 <sup>^^</sup>	n/a

#### Medium Haul Flights (1000km to 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$40	\$40	\$50	\$60	\$60
Second Bag	\$60	\$60	\$70	\$80	n/a
Third/Forth Bag (Each piece)	\$90 <sup>^</sup>	\$90 <sup>^</sup>	\$100 <sup>^</sup>	\$110 <sup>^^</sup>	n/a

**Long Haul Flights (over 3000km)**

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$50	\$50	\$60	\$70	\$70
Second Bag	\$70	\$70	\$80	\$90	n/a
Third/Forth Bag (Each piece)	\$100^	\$100^	\$110^	\$120^^	n/a

Rates effective for new bookings January 13, 2020 and March 12, 2020:

**Short Haul Flights (less than 1000km)**

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$35	\$35	\$45	\$55	\$55
Second Bag	\$55	\$55	\$65	\$75	n/a
Third/Forth Bag (Each piece)	\$85^	\$85^	\$95^	\$105^^	n/a

**Medium Haul Flights (1000km to 3000km)**

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$40	\$40	\$50	\$60	\$60
Second Bag	\$60	\$60	\$70	\$80	n/a
Third/Forth Bag (Each piece)	\$90^	\$90^	\$100^	\$110^^	n/a

**Long Haul Flights (over 3000km)**

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$50	\$50	\$60	\$70	\$70
Second Bag	\$70	\$70	\$80	\$90	n/a
Third/Forth Bag (Each piece)	\$100^	\$100^	\$110^	\$120^^	n/a

Rates effective for new bookings March 13, 2020 and beyond:

**Short Haul Flights (less than 1000km)**

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$40	\$40	\$50	\$60	\$60
Second Bag	\$60	\$60	\$70	\$80	n/a
Third/Forth Bag (Each piece)	\$90^	\$90^	\$100^	\$110^^	n/a

### Medium Haul Flights (1000km to 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$50	\$50	\$60	\$70	\$70
Second Bag	\$70	\$70	\$80	\$90	n/a
Third/Forth Bag (Each piece)	\$100^	\$100^	\$110^	\$120^^	n/a

### Long Haul Flights (over 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
First Bag	\$60	\$60	\$70	\$80	\$90
Second Bag	\$80	\$80	\$90	\$100	n/a
Third/Forth Bag (Each piece)	\$110^	\$110^	\$120^	\$130^^	n/a

“Manage Booking” available via Swoop Mobile App and FlySwoop.com, allowing itinerary access from time of initial booking to check-in to purchase baggage.

\*Available up to 60 minutes before scheduled departure time.

\*\*Available between 3 hours and 45 minutes before the scheduled departure time.

^For flights operated where aircraft load limitations are exceeded, fee is \$200 and communicated clearly at time of purchase.

^^For flights operated where aircraft load limitations are exceeded, fee is \$225 and communicated clearly at time of purchase.

Note 1: in the event that a bag is lost, Passengers will be reimbursed for their Baggage fee (not including excess valuation) in addition to settlement for the loss of Baggage.

Note 2: in addition to any other applicable Baggage fee, each overweight bag will be charged a fee of \$100 CAD per piece.

Note 3: in addition to any other applicable Baggage fee, any oversized Baggage will be charged a fee of \$100 CAD per piece.

#### 4) Acceptance of carry-on Baggage

- 1) All carry-on Baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Passenger. The Carrier can accept one (1) personal item per fare paying Passenger free of charge. The item may not exceed the applicable measurements outlined below:

Personal item: maximum size of 41 cm x 15 cm x 33 cm (16 in. X 6 in. X 13 in.).

- 2) The Carrier can also accept one (1) carry on item per Fare paying Passenger for a charge according to the fee table below. Carry-on Baggage fees are otherwise non-refundable. The item may not exceed the applicable measurements outlined below:

Carry-on item: maximum size of 53 cm x 23 cm x 38 cm (21 in. X 9 in. X 15 in.).

- 3) Carry-on Baggage fees may vary depending on the travel period but will not at any one time be higher than those reflected in the table below. Swoop reserves the right to discount baggage fees.

#### 4) Carry-on Baggage Fee Table:

Rates effective for new bookings made before October 1, 2019 and includes priority boarding:

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-On Bag	\$35	\$40	\$45	\$50	\$70

Rates effective for new bookings made between October 1, 2019 and January 12, 2020 and includes priority boarding:

#### Short Haul Flights (less than 1000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$30	\$30	\$40	\$50	\$50

#### Medium Haul Flights (1000km to 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$40	\$40	\$50	\$60	\$60

#### Long Haul Flights (over 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$50	\$50	\$60	\$70	\$70

Rates effective for new bookings made January 13, 2020 and March 12, 2020 and includes priority boarding:

#### Short Haul Flights (less than 1000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$35	\$35	\$45	\$55	\$55

#### Medium Haul Flights (1000km to 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$40	\$40	\$50	\$60	\$60

#### Long Haul Flights (over 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$50	\$50	\$60	\$70	\$70

Rates effective for new bookings made March 13, 2020 and beyond and includes priority boarding:

#### Short Haul Flights (less than 1000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$40	\$40	\$50	\$60	\$60

#### Medium Haul Flights (1000km to 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$50	\$50	\$60	\$70	\$70

#### Long Haul Flights (over 3000km)

	Initial Booking	Manage Booking	Check-In (Web/Mobile)*	Check-In (Airport)**	At Gate
Carry-on Bag	\$60	\$60	\$70	\$80	\$80

\*Available between 24 hours and 60 minutes before scheduled departure time.

\*\*Available between 3 hours and 45 minutes before the scheduled departure time.

In the interest of Passenger safety within the cabin, the Carrier also reserves the right to check any carry-on Baggage that does not fit due to aircraft operating limitations or lack of overhead bin space within the cabin.

If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to excess baggage charges.

**Note:** This provision does not apply to aids for persons with disabilities. (See Rule 71(F))

The passenger's name and point of contact must appear on the baggage. It is recommended that the name and point of contact also be included inside the baggage.

## (C) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120(C), by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

## (D) Excess Baggage

Baggage will be accepted by the carrier upon payment of applicable charges. The charge for the excess baggage is payable prior to departure at the point of check-in as per fee table in Rule 55(B).

Sporting equipment is considered part of the checked Baggage allowance. The Carrier shall collect all additional fees for checked sporting equipment that exceed the checked Baggage allowance for size and weight (unless otherwise noted below) as per Rule 55. In all cases, the Baggage must contain the equipment noted.

- a) Fishing equipment - Collapsible fishing rods can be permitted as carry-on baggage. A fishing rod as checked baggage must be packed in a rigid or hard-shell container. More than one fishing rod can be packed in the same container.

A set consists of a fishing rod container and a tackle box. Oversize fee is waived. Overweight fees apply.

- b) Bicycle and helmet - a maximum of one bicycle and one helmet are allowed per Passenger. A bicycle must be packed flat in a bicycle bag or boxes. Carrier may refuse carriage of improperly packaged bicycles. Oversize and oversized fees apply.
- c) Football equipment - A set consists of cleats, a football, football helmet, knee pads, and shoulder pads. Overweight and oversized fee waived.
- d) Golf equipment - Golf equipment must be packed in a container specially designed for shipping or in a bag with an attached hood. Tripod legs on golf bags must be secured or taped to the golf bag. A set consists of golf balls, golf clubs, and golf shoes. Oversize fee waived. Overweight fees apply.
- e) Hockey equipment (or ringette, lacrosse) – A set contains a helmet, puck/ring/ball, sticks, pads, and skates/cleats/shoes. Overweight and oversized fee waived.
- f) Snow ski equipment - Skis must be packed for shipping to prevent damage. A set consists of: a pair of skis, a pair of ski poles, helmet, a pair of boots (which can be checked in a separate boot bag). Oversize fee is waived. Overweight fees apply.
- g) Snowboard equipment - The snowboard must be packed for shipping to prevent damage. A set consists of: a snowboard, helmet, a pair of boots (which can be checked in a separate boot bag). Oversize fee is waived. Overweight fees apply.
- h) Water ski equipment - The water ski equipment must be packed for shipping to prevent damage. A set consists of two water skis. Oversize fee is waived. Overweight fees apply.

**Note:** This provision does not apply to aids for persons with disabilities. (See Rule 71(F))

## **(E) Items Unacceptable as Baggage**

The following items are unacceptable as baggage and will not be transported by the carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.

3. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 75, Acceptance of Service Dogs.
5. Firearms and ammunition are prohibited from carriage as baggage.
6. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
7. The passenger shall not include in the checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

## **(F) Musical Instruments**

Musical instruments in the cabin cannot exceed the combined dimensions of 45" (113cm), in line with our existing carry-on bag dimensions but eliminating that it has to be specific to length x height x width dimensions of 21" x 9" x 15". There will also be a weight limit of 50lbs for the in cabin instrument, provided the traveller is able to lift and stow their own instrument. Instruments that are to be brought in the cabin under the aforementioned dimensions, will be charged as the traveller's carry-on bag as long as the traveller has no other carry-on bags. All other baggage will have to be checked (other than a personal item).

For Musical instruments larger than the in cabin dimensions, they will be charged as a checked bag; allowing it to be up to 80" (203 cm) in combined total dimensions (oversize fees will be waived). An overweight fee will be charged if the instrument exceeds 23kg (50lbs) with a limit of 45kg (100lbs). All musical instruments will be door delivered in order to minimize the chance of damage.

## **(G) Right to Refuse Carriage of Baggage**

1. The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

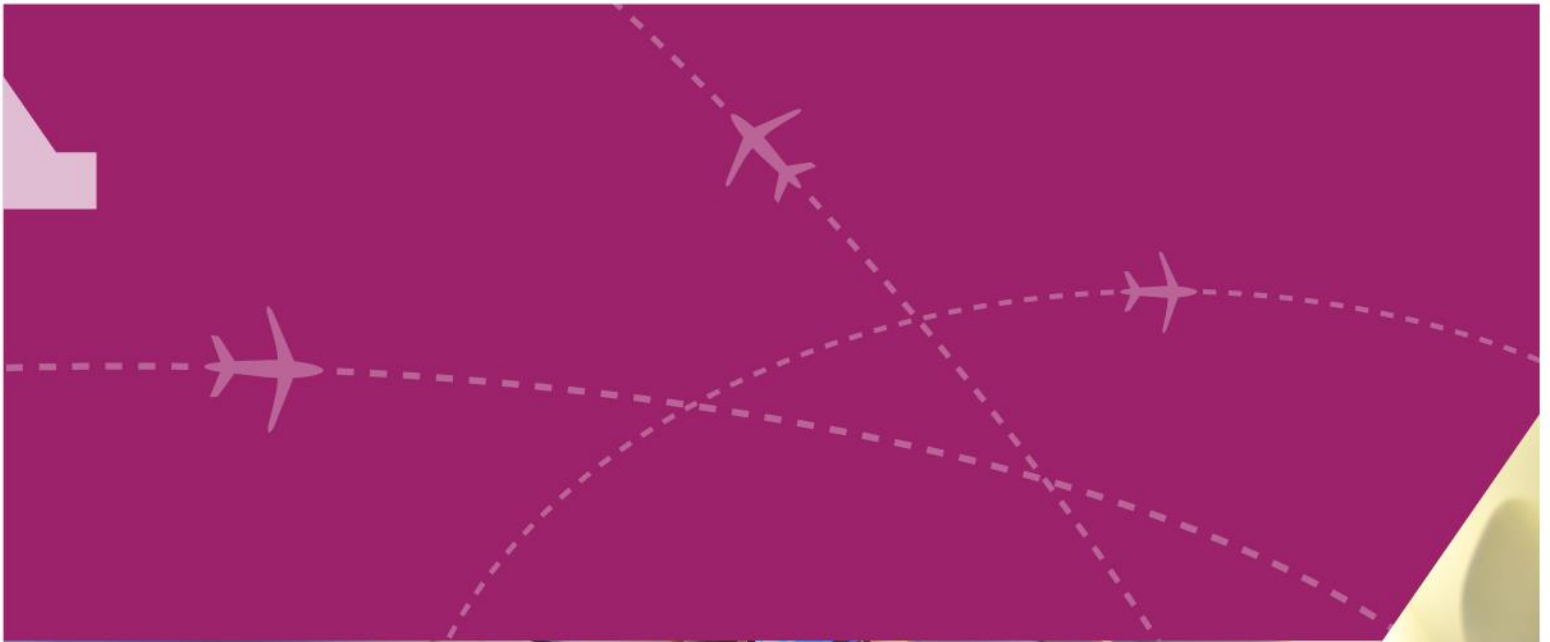


**Note:** This provision does not apply to aids for persons with disabilities.

*See Rule 71(F)*

## **(H) Right of Search**

The carrier may request the passenger to permit a search to be conducted of his/her person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items mentioned in (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.



## **At the Airport/During Travel**

## Part III – At the Airport/During Travel

### Rule 60: Acceptance of Children for Travel

#### (A) General

1. Infants and Children under the age of 5 must be accompanied by their parent or a person who is at least 16 years of age. Children 5 years of age or older must be accompanied in the same cabin by a passenger 12 years of age or older.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.
3. Swoop does not accept unaccompanied minors (11 year of age and under).

#### Infants

1. Infants under two years of age on the date of travel do not require a seat.
2. For all travel within Canada infants under two years of age do require a ticket.
3. Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
4. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
6. Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

#### Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
  - a. Preferred seat may be purchased for an additional fee as per our advanced seat selection guidelines in Rule 40(B)
  - b. If not pre-purchased, seat will be assigned at time of check-in as per our children seat assignment guidelines in Rule 40(B)

2. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
3. All Minors, 16 years of age or older, may accompany other Infants and Children under 5 years of age and will be considered as adults for the purposes of travel and will be charged the applicable adult Fare.
4. All children, 12 years of age or older, may accompany other children 5 years of age or older and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

## (B) Acceptance of Infants and Children

### For travel within Canada

Age	Accepted	Conditions
9 days to 23 months (infant)	Yes	Only one infant is permitted per adult passenger (at least 16 years of age or the Infants parent). The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.
2 to 11 years old (child)	Yes	These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available.  Children under 5 years of age must be accompanied by their parent or Guest who is at least 16 years of age. All other Children must be supervised by a passenger of 12 years or older.  The use of an approved child restraint device is optional for children age two and up.
12 years and older	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.  These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany children over the age of 5..

## (C) Documentation

1. For travel within Canada, passengers under 18 years of age are required to carry identification such as a valid passport, original birth certificate, non-government ID (example – Student ID Card), or a Nexus card.
2. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
  - (a) Documents establishing legal custody;
  - (b) Parental consent letter authorizing travel;
  - (c) Death certificate if one parent is deceased;

## Rule 71: Carriage of Persons with Disabilities

In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

### (A) Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.

### (B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, Swoop will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is “self-reliant,” Swoop shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger’s needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by Swoop.

*See also: Rule 105(A)6.(d), Refusal to Transport, Passenger’s Condition, Medical clearance*

### (C) Medical Clearance

Swoop will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, Swoop may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where Swoop refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required Swoop may assess a person’s fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person’s physician or healthcare professional).

*See also: Rule 105(A)6.(d), Refusal to Transport, Passenger’s Condition, Medical clearance*

## **(D) Advance Notice**

Where a passenger requests a service set out in this rule at least 48 hours prior to departure, Swoop will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, Swoop will make every reasonable effort to provide the service.

## **(E) Seating Restrictions and Assignments**

When a person identifies the nature of his or her disability, Swoop will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations.

Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

## **(F) Acceptance of Aids**

In addition to the regular baggage allowance, Swoop will accept, without charge, as priority checked baggage, mobility aids, including:

1. an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
2. a manually operated folding wheelchair;
3. a walker, a cane, crutches or braces;
4. any device that assists the person to communicate; and
5. any prosthesis or medical device.

Where space permits, Swoop will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin, or in a dedicated space in the cargo hold during the flight.

The assembling and disassembling of mobility aids is provided by Swoop without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.



**Applicable to domestic operations only:** Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 120(B)4., Mobility aids

## **(G) Manually Operated Wheelchair Access**

The carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the boarding gate;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the passenger seat.

## **(H) Service and Emotional Support Dogs**

The carrier does not accept emotional support dogs for transport.

The carrier will, on request, accept for transportation a service dog required to assist a person with a disability at no charge, and will permit the service dog to accompany the person on board subject to:

1. The advance notice requirements contained in 71(D). The carrier will make every reasonable effort to accept the dog even if the advance notice requirements are not met.
2. Credible assurance being provided to indicate that the dog is required to assist the person travelling with a disability, and disclosure of the task or service the dog performs for the persons disability.
3. The person must use appropriate control measures (defined as a harness or collar with a leash/tether) and the dog's control measure or vest must have stitching or labelling that identifies the dog as a "Service Animal" or "Service Dog".
4. The dog being able to fit within the floor space at the passenger's seat. Transport of a service dog accompanying a person with a disability will be free of charge (including both fees and fares).
5. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the service dog. In particular, the person is responsible for obtaining valid health and



vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service dog that is to accompany the person.

6. The carrier may refuse to transport a service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.

7. The carrier may refuse to transport a service dog if the dog is not under the person's control, if it exhibits prohibited behaviours as outlined in rule 105(A)7, or if the dog requires additional floor space and an additional fare was not paid for in advance. The carrier will make every reasonable effort to accommodate the dog.

8. Except as may otherwise be provided for in this tariff, the Carrier will not be responsible in the event of injury, sickness or death of a service dog. (Exception: Should an injury to or death of a service dog result from the negligence of the Carrier's representatives, the carrier's liability will be limited to expeditiously providing, at its own expense, for the medical care, and if necessary replacement of the dog.

Note: For more information, see Rule 105, Refusal to Transport.

*See also: Rule 75, Acceptance of Service Dogs, and for provisions related to limitations of liability regarding Service Dogs, refer to Rule 120(B)4., Service Dogs*

## **(I) Services to be Provided to Persons with Disabilities**

Swoop will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and will make every reasonable effort to accommodate requests not made within this time limit. Services to be provided upon request will include:

### Part 1

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding and deplaning;
4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;

7. Transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

## Part 2

### Attendant / Assistant

1. Carrier may require that an Attendant accompany a Traveller with a disability as condition of providing transportation if the Traveller is not able to care for all his/her physical needs during the Flight and requires special or unusual attention beyond that afforded to the general public.
2. Carrier may require that an Attendant accompany a Traveller with a disability as a condition of providing transportation if Carrier determines that such an Attendant is essential for safety in the following circumstances:
  - a. When the Traveller, because of a mental or cognitive disability, is unable to comprehend or respond to safety related instructions;
  - b. When the Traveller has impairments, which affect both his/her hearing and vision with such severity that the Traveller is not able to establish a means of communication with the Carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;
  - c. When the Traveller has mobility impairment as severe as to be unable to assist in his/her own evacuation or don an oxygen mask in the case of a decompression.

## (J) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, Swoop will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. Swoop may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

## **(K) Communication and Confirmation of Information**

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service. For any updates provided in a paper format, the Carrier will provide it in large print, Braille, or a digital format, upon request.

The Carrier will supply a written confirmation of services that it will provide to that person.

## **(L) Inquire Periodically**

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, Swoop will inquire periodically about their needs, and shall attend to those needs where the services required are usually provided by Swoop.

## Rule 75: Acceptance of Animals (Service Dogs, Emotional Support Dogs and Pets)

### (A) General

1. Swoop does not accept any pets in the cabin or as checked baggage at this time.
2. Swoop does not accept search and rescue animals accompanied by handlers at this time.
3. Swoop accepts Service Dogs (see below).

### (B) Service and Emotional Support Dogs

The carrier does not accept emotional support dogs for transport.

Service Dogs are accepted to assist a person with a disability. The dog must be individually trained by an organization or person specializing in service dog training.

1. Swoop will accept for transportation without charge a Service Dog to assist a person with a disability. The passenger accompanying the Service Dog will be entitled to the normal free baggage allowance.
2. Swoop, in consultation with the person with a disability who is accompanied by a service dog, will determine where the person with a disability will be seated in order to ensure that adequate space is provided to the person and the service dog.

*See also: to Rule 120(B)4., Service dogs*

## **Rule 80: Administrative Formalities – Travel Documents, Customs and Security**

### **(A) General**

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. Swoop will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. Swoop will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

### **(B) Travel Documents**

1. Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
2. Swoop will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in Rule 105, Refusal to Transport, Swoop reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

### **(C) Fines, Detention Costs**

1. If Swoop is required to pay any fine or penalty or has incurred any expense because the passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, the passenger will reimburse Swoop, on demand, any amount so paid or expenses incurred by Swoop.

2. A passenger found inadmissible either on route to or at destination will not be provided a refund by Swoop on any used sector irrespective of the fare purchased. However, the passenger will be entitled to any residual value remaining on his or her ticket for any unused sectors. The passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
3. Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay Swoop the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination. Swoop will apply to the payment of such a fare any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier.

## **(D) Customs and Immigration Inspection**

As required, the passenger must be present for the inspection of his/her baggage by customs or other government officials.

Swoop will not be liable for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement if the passenger's baggage was not in the charge of Swoop.

## **(E) Security Inspection**

The passenger shall submit to all necessary security checks by government, airport officials and by Swoop personnel.

## Rule 85: Ground Transfer Services

### (A) General

1. Swoop does not maintain, operate or provide ground transfer services between airports or between airports and city centers.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of Swoop.
3. Any effort by an employee, agent or representative of Swoop in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.

## Rule 90: Schedule Irregularities

### (A) Applicability

This rule applies to all passengers irrespective of the type of fare on which they are travelling.

#### Definitions of situations within and outside of the airline's control

- **Situations within airline control** are any situations not covered by the two categories below. For example, they include commercial overbooking; scheduled maintenance of an aircraft that is necessary to comply with legal requirements; or mechanical malfunction of the aircraft identified during scheduled maintenance.
- **Situations within airline control but required for safety purposes** are typically unforeseen events legally required to reduce safety risk to passengers. While this includes mechanical problems, it does not include scheduled maintenance or mechanical problems identified during scheduled maintenance. Safety decisions made by the pilot and those made under an airline's Safety Management System would also fall into this category.
- **Situations outside airline control include:** war or political instability; illegal acts or sabotage; meteorological conditions or natural disasters that make the safe operation of the aircraft impossible; instructions from air traffic control; a Notice to Airmen (as defined in the *Canadian Aviation Regulations*); a security threat; airport operation issues; a medical emergency; a collision with wildlife; a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider; a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

### (B) General

During a flight disruption, the carrier will keep travellers regularly informed if there is a flight disruption (flight and tarmac delays; flight cancellations; and denials of boarding), as to the reason for the disruption as soon as it is feasible. The flight status will be provided every 30 minutes until a new departure time has been confirmed or alternative travel arrangements have been made. New status information will be provided to travellers sooner than 30 minutes after the last update if applicable and feasible. This information will be provided through:

- an audible announcement;
- a visible announcement, upon request; and



- the available communication method the passenger has selected (e.g., email, SMS).
1. Swoop will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
  2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. Swoop will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Swoop is authorized to bind Swoop by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
  3. Swoop will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
  4. Swoop will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
  5. Swoop will determine when a delay or cancellation is controllable and identify which passengers are eligible for applicable compensation.
  6. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside of Swoop's control, is considered to also be due to situations outside of Swoop's control when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
  7. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within Swoop's control but required for safety purposes, is considered to also be within Swoop's control but required for safety purposes when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
  8. When Swoop is unable to permit a passenger to occupy a seat on board a Flight because the number of seats that may be occupied on the Flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, Swoop will follow the provisions of Rule 95, unless as otherwise provided in other applicable foreign legislation.
  9. It is always recommended that the passenger communicate with Swoop either by telephone, electronic device or via Swoop's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
  10. In the case of schedule irregularities, Swoop will give priority for assistance to any person with a disability and unaccompanied minors.

11. Swoop whose flight experiences a schedule irregularity will make onward arrangements for the passenger to the next point shown on the ticket.

## **(C) Passenger Options – Re-Rerouting or Refund**

1. In the event of a delay, not within Swoop's control that results in a delay of 3 hours or more, Swoop will provide the following:
  - a. Upon request by a passenger, Swoop will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. Swoop will provide a confirmed reservation on the next available flight operated by Swoop or on a flight operated by a Carrier with which Swoop has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
  - b. Swoop will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.
2. In the event of a flight cancellation or denial of boarding due to situations outside Swoop's control, Swoop will provide the following:
  - a. Swoop will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. Swoop will provide a confirmed reservation on the next available flight operated by Swoop or on a flight operated by a Carrier with which the original carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
  - b. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.
3. In the event of a delay of 3 hours or more due to situations within the Swoop's control or within the Swoop's control but required for safety purposes, Swoop will provide the following upon passenger request:

- a. Swoop will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. Swoop will provide a confirmed reservation on the next available flight operated by Swoop or on a flight operated by a carrier with which Swoop has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
  - b. Swoop will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, Swoop will refund the difference in the cost of the applicable portion of the ticket.
  - c. Refunds will be provided for any additional services purchased by a passenger in connection with the original ticket if the passenger did not receive those services on the alternate flight or the passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - d. If the alternative travel arrangements do not meet the passenger's needs, Swoop will refund the unused portion on the ticket. If the passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, Swoop will refund the ticket and provide a confirmed reservation for a Swoop flight that is to the point of origin and accommodates the passenger's travel needs. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - e. Swoop will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.
4. In the event of a Flight Cancellation or Denial of Boarding within Swoop's control or a Flight Cancellation or Denial of Boarding within Swoop's control but required for safety purposes, Swoop will provide the following:

- a. Swoop will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. Swoop will provide a confirmed reservation on the next available flight operated by Swoop or on a flight operated by a carrier with which Swoop carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
- b. Swoop will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.
- c. Refunds will be provided for any additional services purchased by a passenger in connection with the original ticket if the passenger did not receive those services on the alternate flight or the passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
- d. If the alternative travel arrangements do not meet the passenger's needs, Swoop will refund the unused portion on the ticket. If the passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, Swoop will refund the ticket and provide a confirmed reservation for a Swoop flight that is to the point of origin and accommodates the passenger's travel needs. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
- e. Swoop will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.

## (D) Right to Care

1. In the event of a delay or flight cancellation within Swoop's control or within the Swoop's control and required for safety purposes, in which a passenger is informed of the delay less than 12 hours before the schedule departure time indicated on the original ticket, and the passenger has waited two hours after the departure time indicated on the ticket, a passenger will be offered the following:
  - a. A meal voucher
  - b. Access to a means of communication, if necessary.
  - c. If Swoop expects that the passenger will be required to wait overnight for their original flight and the flight is a minimum of six hours delayed or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the passenger. Swoop is not obligated to provide overnight accommodation for passengers at the first airport of departure on the ticket.
  - d. Swoop may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the passenger.
2. In case of a Denied Boarding due to situations within Swoop's control or within the Swoop's control but required for safety purposes, a passenger will be offered the following:
  - a. Before a passenger boards a flight reserved as part of an alternate travel arrangement, Swoop will provide the passenger a meal voucher and access to a means of communication.
  - b. If Swoop expects that the passenger will be required to wait overnight for their original flight and the flight is a minimum of six hours delayed or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the passenger. Swoop is not obligated to provide overnight accommodation for passengers at the first airport of departure on the ticket.
  - c. Swoop may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the passenger.

## **(E) Tarmac Delays**

A tarmac delay occurs when the flight is delayed after the doors on the plane have closed prior to take off, or after the plane has landed. The minimum treatment for all tarmac delays include; access to working lavatories, proper ventilation and heating or cooling, food and drink, and the ability to communicate with people outside the plane free of charge, if feasible.

In addition, after a three hour tarmac delay, the carrier will be required to return to the gate so that passengers can disembark. However, a plane will be permitted to stay on the tarmac for up to 45 additional minutes, if it is likely that it will take off within that period and the airline is able to continue providing the required standards of treatment.

This allowance for a short extension is intended to ensure that the plane can take off if there is a reasonable prospect of this occurring – so that passengers reach their final destination and do not suffer further inconvenience caused by a flight cancellation.

However, if take off is not likely to occur within that 45 minute window, the plane will have to return to the gate. In no circumstances will airlines be permitted to exceed this time, unless they are prevented for reasons related to safety, security, customs or air traffic control.

If a passenger requires urgent medical assistance while the flight is delayed on the tarmac, the carrier will facilitate access to that assistance.

If passengers are allowed to disembark during a tarmac delay, if feasible, the carrier will give passengers with disabilities and their support person, service animal or emotional support animal (if any), the opportunity to disembark first.

## **(F) Compensation for Inconvenience Resulting from Delays or Cancellations within the Control of the Carrier**

For flights departing on or after December 15, 2019, if a passenger is informed 14 days or less before the departure time on their ticket that the arrival of their flight at the destination that is indicated on their ticket will be delayed by at least three hours, and the delay is caused by a situation under the Carrier's control, compensation will be provided if a passenger files a request for compensation with the Carrier before the first anniversary of the day on which the flight delay occurred.

Within 30 days from the date on which the carrier receives the request, the carrier will provide the compensation or an explanation why the compensation is not payable.

The Carrier will provide compensation in the following amounts to passengers who are delayed due to delay or cancellation and when that delay is within the Control of the Carrier and when the passenger was informed 14 days or less about the delay.

Regardless of the Fare paid, passengers are entitled to a monetary compensation as follows:

- a. no compensation if the delay is less than three hours;
- b. \$125, if the delay is three hours or more but less than six hours;
- c. \$250, if the delay is more than six hours but less than nine hours; and
- d. \$500, if the delay is more than nine hours.

The Carrier will compensate the passenger in the form of money unless it offers compensation in another form that has a greater monetary value than the applicable amounts referred to in this section, the passenger has been informed of the monetary value in writing and the alternative form of compensation does not expire. The passenger must confirm in writing that the passenger has been informed of the right to monetary compensation and has chosen to accept the alternative form of compensation.

## **(G) Claims Made for Delay, Cancellation or Denied Boarding**

1. In the event of delays, cancellations or denied boarding, a passenger must submit claims directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to the passenger before engaging third parties to claim on the passenger's behalf.
2. The Carrier will not consider or process claims submitted by a third party if the passenger concerned has not submitted the claim directly to the Carrier and allowed the Carrier time to respond, in accordance with (1) above.
3. If a passenger does not have the capacity or the ability to submit a claim personally, the legal guardian or a representative of said passenger may submit a claim to the Carrier on the passenger's behalf. The Carrier may request evidence that the legal guardian or the representative has authority to submit a claim on the passenger's behalf.
4. A passenger may submit a claim to the Carrier on behalf of other passengers on the same booking. The Carrier may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
5. The Carrier will not consider or process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.
6. Passengers are not prohibited by this clause from consulting legal or other third-party advisers before submitting their claim directly to the Carrier.

7. Any payment or refund will be made by cheque, email transfer, bank transfer, or through an online/electronic platform directly to the passenger, at the choice of the Carrier. The Carrier may request evidence that the bank account is held by the passenger concerned.

## **(H) Schedule Changes**

1. In the event of a schedule change, the Traveller is entitled to a full refund to the original form of payment or accept to be booked on the next available Swoop flight.
2. When a schedule change results in the cancellation of all Swoop service to a destination, at Swoop's sole discretion, and if acceptable to the Traveller, Swoop may arrange for the Traveller to travel on a carrier Swoop has a commercial agreement with or via ground transportation.
3. The Carrier will make all reasonable efforts to inform Travellers of delays and schedule changes and, to the extent possible, the reason for the delay or change.



## Rule 95: Denied Boarding and Overbooking

When Swoop is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, Swoop will follow the provisions of this rule, unless as otherwise provided in other applicable foreign legislation.

### (A) Applicability

1. This rule applies to all passengers irrespective of the type of ticketed fare.
2. A passenger who fails to check-in or present themselves at the boarding area within Swoop's check-in deadline and/or boarding time deadline as specified in Rule 40(F), Check-in Time Limits, will not receive denied boarding compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.
3. If a flight is overbooked with the result that a ticketed Passenger is not transported on a flight for which he/she held confirmed space, Swoop will define a remedy or remedies to mitigate the impact of the overbooking or cancellation upon the Passenger. In defining the remedy or remedies appropriate in a particular case, Swoop will consider the transportation needs of the Passenger and any damages the Passenger may have suffered by reason of the overbooking. In cases where the Passenger is offered alternative remedies, the choice among the alternatives shall rest with the Passenger. In particular, Swoop will offer one or more of the following remedies, section 95(B to F) below:

### (B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

Swoop will communicate and provide information to travellers in line with those set out in Rule 90, Section (B).

1. Swoop will publicly ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time Swoop will announce what type of benefits passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. Swoop will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers. Swoop will provide in writing to the volunteer the agreed to benefits prior to the departure of their flight. Swoop may not deny boarding to any

passenger that is already onboard the aircraft, unless the denied boarding is a requirement for safety reasons.

2. Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.
3. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier.

## **(C) Involuntary Denied Boarding Considerations**

If a flight is oversold (more Passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until Carrier personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment deemed acceptable by the volunteering party.

If there are not enough volunteers, other Passengers may be denied boarding involuntarily, in accordance with the following boarding priorities of Carrier:

1. In the event multiple passengers have paid an equal fare, the last to check-in will be the first to be denied boarding. Priority boarding will be given to the following;
  - a. An unaccompanied minor,
  - b. A passenger with disabilities and their support person, service animal, or emotional support animal, if any;
  - c. A passenger travelling with family members; and
  - d. A passenger who was previously denied boarding on the same ticket.

## **(D) Transportation for Passengers Involuntarily Denied Boarding**

A passenger has the right to take the flight he or she has purchased. Swoop will present a passenger who has been involuntarily denied boarding the following options:

### **For reasons within The Carrier's control:**

1. Transportation, without further charge and within a reasonable time, to the Passenger's intended destination on a transportation service identified by Swoop on its own services or via another transportation provider. Swoop will provide a confirmed reservation for the next available flight that is operated by Swoop, or a carrier with which Swoop has a commercial agreement, and

is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket. This alternative transportation will be for services comparable to those of the original ticket to the extent possible, or;

2. If the traveller is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay, cancellation or denial or boarding, refund the ticket and provide the passenger with a confirmed reservation that
  - a. Is for a flight to the point of origin, and
  - b. Accommodates the passenger's travel needs, or;
3. Swoop will refund the unused portion of the ticket

Swoop will refund the cost of any additional services purchased by a passenger in connection with their original ticket if the passenger did not receive those services on the alternative flight; or the passenger paid for those services a second time.

Refunds will be paid by the method used for the original payments and to the person who purchased the ticket or additional services.

**For reasons outside The Carrier's control:**

1. Transportation, without further charge and within a reasonable time, to the Passenger's intended destination on a transportation service identified by Swoop on its own services or via another transportation provider. Swoop will provide a confirmed reservation for the next available flight that is operated by Swoop, or a carrier with which Swoop has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket. This alternative transportation will be for services comparable to those of the original ticket to the extent possible, or;

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

## **(E) Compensation for Passengers Involuntarily Denied Boarding**

In addition to providing transportation, the following will apply to a passenger who is involuntarily denied boarding for reasons within the airline's control (and is not required for safety):

1. Passenger who is denied boarding involuntarily, is entitled to a payment of "denied boarding compensation" from the Carrier unless the Passenger

- a. Has not fully complied with Carrier's ticketing, and check-in requirements, or is not acceptable for transportation under the airline's usual rules and practices; or
  - b. Is denied boarding because the flight is cancelled; or
  - c. Is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons and Carrier took all reasonable measures to avoid the substitution or that it was impossible for Carrier to take such measures; or
  - d. Has been offered accommodations in a section of the aircraft other than specified in the ticket, at no extra charge, (a Passenger seated in a section for which a lower fare is charged must be given an appropriate refund); or
  - e. Carrier is able to place the Passenger on another flight or flights offered by Swoop or an alternate transportation service that is planned to reach the final destination or next scheduled stopover within one hour of the scheduled arrival of the Passenger's original flight.
2. A passenger's compensation is based on the length of delay at arrival at their final destination. Eligible Passengers who are denied boarding involuntarily are entitled to:

### Minimum Levels of Compensation

#### Length of delay Amount (CAD)

0-6 hours	\$900
6-9 hours	\$1800
9+ hours	\$2400

"Length of delay" in the chart above is based on the arrival time of the original ticket

3. Method of payment
  - a. Swoop must give each passenger who qualifies for denied boarding compensation, a payment by cash or cash equivalent, cheque or draft for the amount specified above, or travel credits on the day and place the involuntary denied boarding occurs. If the payment cannot be made before the passengers new departure time, the payment will be sent to the passenger within 48 hours, and the amount of compensation will be confirmed in writing prior to the passengers initial flight departure. The amount of compensation may be supplemented if the passengers delay at arrival time is longer than previously agreed to when the payment was issued.
  - b. Swoop will inform passengers in writing, of the amount of cash / cash equivalent compensation that would be due, and that the passenger may decline travel credits and receive cash or equivalent.

- c. Swoop will fully disclose all material restrictions before the passenger decides to give up the cash or equivalent payment in exchange for travel credit. Alternative forms of payment will have no expiry.
- d. Swoop will obtain a signed agreement of the passenger confirming that the passenger was provided with the aforementioned information prior to providing the travel credit in lieu of cash or cash equivalent compensation.
- e. If a cash equivalent compensation is being offered or provided, it must have a greater monetary value than the cash amount required based on the Minimum Levels of Compensation table in Section 2 above.

## **(F) Right to Care**

In addition, a passenger who is involuntarily denied boarding will be offered the following free of charge, provided that it will not further delay the passenger;

1. A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which the passenger was denied boarding.
2. An overnight hotel stay and airport transfers, if Swoop expects that the passenger will be required to wait overnight for their original flight and the flight is a minimum of six hours delayed or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the passenger. Swoop is not obligated to provide overnight accommodation for passengers at the first airport of departure on the ticket.
3. Access to a means of communication.

## **(G) Time of Offer of Compensation**

1. Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
2. In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to the carrier.
3. For additional information on claims made, please refer to rule 90(G)

## Rule 105: Refusal to Transport

### (A) Refusal to Transport – Removal of Passenger

The carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

#### 1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- (a) comply with any government regulation; or,
- (b) comply with any government request for emergency transportation; or,
- (c) address force majeure.

#### 2. Search of Passenger and Property

When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

#### 3. Proof of Identity/Age

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

#### Applicable only to travel from Canada:

**Note:** The carrier is required to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

#### 4. Failure to Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.

#### 5. Passenger's Condition

- (a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

- (i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
- (ii) the passenger complies with requirements of Rule(s) 71, Carriage of Persons with Disabilities.

**Exception:** (for transportation within Canada) the carrier will accept the determination of a person with a disability as to self-reliance as per Rule(s) 71, Carriage of Persons with Disabilities.

**Note:** If the passenger is accompanied by an attendant and the passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

- (b) When the passenger has a contagious disease.
- (c) When the passenger has an offensive odour.

#### **Medical clearance**

- (d) When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.

**Note:** Pregnant passengers:

- (i) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
- (ii) An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

#### **6. Failure to Provide a Suitable Escort**

When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or other responsible authority and the necessary arrangements have not been made with the carrier in advance of the departure of the flight.



However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or other responsible authority:

- (a) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (b) Request for carriage is made at least 48 hours before scheduled departure.
- (c) The escort has purchased a ticket and accompanies the escorted passenger at all times.
- (d) Approved by Swoop's Medical Desk

## **7. Service dog – Failure to Present Documentation, Inadequate Notice and Prohibited Conduct**

**Service dogs will be refused transport if:**

- (a) the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
- (b) the service dog is over the size allowance for a single passenger seat, and additional space was not requested in advance and cannot be arranged due to flight capacity limitations or in time to meet the boarding gate deadline.
- (c) the person does not have the required control measures for the dog, or the control measures do not identify the dog as a "service animal" or "service dog".
- (d) the service dog was running freely.
- (e) the service dog was barking or growling repeatedly at other persons
- (f) the service dog bit another passenger, an employee or contractor of the carrier, or another person at the airport or onboard the aircraft.
- (g) the service dog was jumping on people.
- (h) the service dog urinated or defecated in the cabin or gate areas.
- (i) the service dog was causing significant disruption in the cabin or at an airport gate area.



## **(B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions**

### **1. Prohibited Conduct**

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

- (a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.
- (c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- (h) The person is barefoot.
- (i) The person is inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.

- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

## 2. Carrier Response to Prohibited Conduct

Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- (d) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
  - 1) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behavior.
  - 2) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - 3) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - 4) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2. above.

These remedies are without prejudice to the carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs, including recourses provided in the carrier's frequent flyer program or the filing of criminal or statutory charges.

## **(C) Recourse of the Passenger/Limitation of Liability**

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger on route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary Refunds.
2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

## Rule 110: Passenger Expenses En Route

### (A) General

1. Except as stated in paragraph 2 below, the fare paid for a ticket does not include the cost of any expenses the passenger may incur en route.
2. The carrier will absorb passenger expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served onboard an aircraft when the passenger's flight is delayed for reasons within Swoop's control.

## Rule 115: Tickets

### (A) General

1. A ticket will not be issued and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
2. Before boarding, the passenger must present the carrier with proof that he/she has been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
3. Flight coupons will be honoured only in the order, in which they are displayed on the passenger's ticket and stored in the carrier's database.
4. The ticket remains at all times the property of the carrier which issued the ticket.
5. The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

### (B) Validity for Carriage

1. **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

3. **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
4. **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.

## (C) Coupon Sequence

Flights appearing on the passenger's itinerary receipt and in the carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

## (D) Open Tickets

Not Applicable.

## (E) Non-transferability

A ticket is not transferable.

**Note:** The carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The carrier will refuse transportation to any person other than the person named on the ticket.

## (F) Prohibited Practices

The carrier specifically prohibits the practice commonly known as:

**Hidden City or Point Beyond Ticketing:** The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination.

Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

## (G) Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or the carrier determines that the passenger is making use of any of the prohibited practices specified in (H) above, this will cause the passenger's ticket to be invalid and the carrier will have the right to:

- (a) Cancel any remaining portion of the passenger's itinerary; and
- (b) Confiscate unused flight coupons; and
- (c) Refuse to board the passenger or check the passenger's baggage; and/or
- (d) Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.



## Part IV



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## After Travel



## Part IV – After Travel

### Rule 120: Limitations of Liability

#### Applicable to Domestic Transportation within Canada

The Carrier shall in no way be liable to any Traveller, Air Crew, employee or other person for any special, indirect or consequential damages in respect of the Carrier's Traveller Liability.

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Traveller, Air Crew, employee or other person for damages sustained by the Traveller, Air Crew, employee or other person due to the negligence, acts or omissions of that Traveller, Air Crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Traveller to comply with same or out of any cause beyond the Carrier's control.

#### (A) Successive Carriers

Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

#### (B) Laws and Provisions Applicable

##### 1. Liability in the case of death or bodily injury of a passenger

- (a) In no cases shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.
- (b) The carrier shall not be liable:
  - (i) In the case of any Traveller whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Traveller that would not have been sustained but for his/her age or mental or physical condition; or
  - (ii) In the case of a pregnant Traveller, for any damages in respect of the unborn child of that Traveller.
- (c) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

2. **In cases of bodily injury or death**, the carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion.
  - (b) The Carrier shall make the advance payment as an advance against the Carrier's liability under any applicable provision, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  - (c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
  - (d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
  - (e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

### Liability in the case of passenger delay

3. **Delay:** The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- (a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  - (b) Deliver when located the delayed Baggage to the Traveller at their residence/hotel once it arrives.

### Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage

**3. Delay:** If the Baggage does not arrive on the same Flight as the Traveller, the Carrier will:

- a. refund any Baggage fee paid for the carriage of any lost item;
- b. pay the amount of the Carrier's liability for any lost item calculated in accordance with the parts of this rule shall be referred to as 'basic carrier liability' which shall be up to 1,288 SDRs (Special Drawing Rights) including incidental expenses unless excess valuation has been purchased;
- c. deliver located delayed Baggage to the Traveller at their residence/hotel.

After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:

- a. if no value is declared, the settlement will be for the value of the delayed Baggage or 1,288 SDR (the "basic carrier liability"), whichever is the lesser, and
- b. if value is declared, the settlement will be for the value of the delayed Baggage or the declared sum, whichever is the lesser. No charge shall be payable on that part of the declared value which does not exceed basic carrier liability.
- c. The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- d. For that part of the declared value which does exceed basic Carrier liability, (excess valuation), a charge shall be payable at the rate of \$10 to a maximum total liability of \$3,000 including basic Carrier liability.
- e. Whether the Traveller declares value or not, in no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss. In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven (7) days from the date of receipt of the Baggage. In the case of delay, the complaint must be made at the latest within twenty one (21) days from the date on which the Baggage has been placed at his

disposal. In the case of loss the complaint must be made at the latest within 21 days from the date of Baggage should have been delivered.

- f. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the Carrier.
- g. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
- h. In any event, the Carrier shall not have any Liability under this Tariff for any loss or claim where Traveller has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
- i. In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- j. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.

**4. Damage:** If the Baggage is damaged:

- a. Traveller must make a claim to the Carrier at the latest, within seven (7) days from the Traveller's receipt of Baggage. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.
- b. If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,288 SDR (the "basic carrier liability"). The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss. The maximum

liability amount is 1,288 SDR. In addition, the carrier will reimburse passengers for any baggage fess paid if their baggage is damaged.

**5. Partial Loss:** In the case of partial loss:

- a. Traveller must make a claim to the Carrier at the latest, within twenty-one (21) days from the Traveller's receipt of Baggage. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.
- b. If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,288 SDR (the "basic carrier liability"). The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.

**6. Loss:** If the Baggage does not arrive within 21 days of the same Flight as the Traveller (the "Loss Date"), the Baggage will be determined as lost baggage. In such case:

- a. Traveller must make a claim to the Carrier at the latest, within twenty-one (21) days from the date that the baggage was set to arrive. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.
- b. If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,288 SDR (the "basic carrier liability"). The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss. The maximum liability amount is 1,288 SDR. In addition, the carrier will reimburse passengers for any baggage fess paid if their baggage is lost.

**7. Limit of Liability:**

- a. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the

Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

- b. In any event, the Carrier shall not have any Liability under this Tariff for any loss or claim where Traveller has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
- c. The Carrier is not liable for destruction, loss, damage or delay of Unchecked Baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the Traveller by the Carrier's employees in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the Traveller. The Carrier is not liable for damage to such Unchecked Baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
- d. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.
- e. The Carrier is not liable for damage to the Traveller's Baggage caused by contents of the Traveller's Baggage. Any Traveller whose property causes damage to another Traveller's Baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
- f. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 55, Baggage Acceptance, which are unsuitably packed.
- g. The Carrier may refuse to accept any articles that do not constitute Baggage as this term is defined in Rule 55(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the Baggage and the Carrier's limit of liability.

### Mobility aids

**Note:** Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- (a) The air carrier will immediately provide a suitable temporary replacement without charge;
- (b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### Service Dogs

Should injury or death of a Service Dog result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the Service Dog.

## (C) Time Limitations on Claims and Actions

1. In the case of claims related to Baggage, please see Rule 120(B)(4).
2. Any claim against a Carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the Destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

No action may be maintained by any Traveller or other person on account of the Carrier's Traveller Liability under this Tariff, unless the action is commenced within one (1) year of the occurrence of the event giving rise to the Carrier's Traveller Liability.

## (D) Overriding Law

If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be of full force and effect.

## **(E) Modification and Waiver**

No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of the content of carriage or this tariff.

## **(F) Gratuitous Transportation**

All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.



## Rule 125: Refunds

### (A) General

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier will make a refund to the person who purchased the ticket.
3. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 30 business days for credit card purchases, however time for the return of funds depends on the Passenger's financial institution.

### (B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
  - (a) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90(C)2.(d) and Denied Boarding Rule 95(D)4., the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
  - (b) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90(C)2.(d) and Denied Boarding Rule 95(D)4., the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid.

- (c) If, due to a schedule irregularity not within the carrier's control in accordance with Schedule Irregularities Rule 90(C)3.(d), no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
  - (d) If, due to a schedule irregularity not within the carrier's control in accordance with Schedule Irregularities Rule 90(C)3.(d) and (e) and Refusal to Transport Rule 105(C)1., a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
    - (i) The difference between the fare paid and the fare for transportation actually used or to be used; or,
    - (ii) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round-trip fare; or,
    - (iii) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
  - (e) If, due to a refusal of transport in accordance with 105(A)1 or 105(A)5, the carrier will offer a refund equal to the fare and charge paid.
  - (f) If, due to a refusal of transport in accordance with 105(A)2, 105(A)3, or 105(A)4, the passenger will not be entitled to a refund.
3. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

## (C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
6. Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

## (D) Time Limit for Requesting a Refund

1. In cases where refunds are permitted, the passenger must make the request at the time of cancellation or schedule irregularity, refunds will be processed within 30 days.

## (E) Refunds in the Case of Death

When transportation is cancelled as a result of the death of the passenger, the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for

which the ticket has been used and will not be subject to any cancellation fee and/or service charge.

4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

## **(F) Jury Duty**

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

## **(G) Refusal to Refund**

1. The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.

## **APPENDIX A**

# Privacy Policy

Effective date: September 27, 2017

At Swoop we are committed to respecting your privacy. This policy describes how we collect, use and disclose personal information concerning our passengers and other individuals. We reserve the right to update or modify this policy at any time without prior notice by posting an updated version on this website. To alert you of a change, we will update the effective date of this Privacy Policy.

## Who is Swoop?

For the purposes of this privacy policy, "Swoop" means 2031973 Alberta Ltd.

## What is personal information?

Personal information is information about an identifiable individual. Your personal information includes your full name, address, telephone number, date of birth, email address, opinions, preferences, usage of Swoop's websites, and any other information that is connected to you, identifies who you are or would allow someone to contact you.

## Consent

It is our policy to only collect, use and disclose personal information about you with your knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, it is our policy to identify the purposes for doing so and to limit the collection, use and disclosure of personal information to those purposes. Generally, we will only collect personal information from you, and use it and disclose it with your consent or from someone on your behalf. There will be occasions

where we will either contact you with offers and travel services that we feel will be of interest to you and rely on your consent (implied or express) while also providing an opt-out mechanism for such contact. We will use implied consent only in circumstances where the personal information in question is not sensitive, where the purposes and circumstances are limited and well-defined and where you are given an opportunity to opt-out or withdraw your consent then or at any time by contacting us. If we identify a new purpose for using or disclosing your personal information, unless otherwise required by law, depending upon the sensitivity of the use or disclosure of the personal information, we will update this policy and/or contact you to obtain your consent for the new use or disclosure and we may use your contact information, including your email address, to do so.

### **Collection of personal information**

Personal information is collected by Swoop when you provide it to us, or when a third party, such as a travel agent, family member or other party books a ticket on your behalf, when a third party, such as a rewards program or a credit card services provider provides personal information to Swoop, or when certain technologies we employ on our websites or web-based applications are able to provide Swoop with information related to your interaction with various websites and other technologies. If you would like to fly with us, book a hotel or car, join a mailing list, apply for a job, participate in a program or enter a contest that may be offered by Swoop from time to time, you will be asked for personal information as described in this policy or as stated to you at the time of collection. Personal information may be collected by us through our call centre, by interaction with our or other websites, web based applications, from you in person, from a travel agent or other party obtaining travel services for you on your behalf, or from a third party otherwise providing information about you on your behalf or for your benefit. We also use various computer or web-based technologies to collect and store information when you visit a Swoop site including but not limited to e-cookies, pixels and other web beacons as outlined later in this policy. It is our policy to collect personal information about you directly from you where possible or reasonable to do so. However, there are circumstances where personal information about you will be collected from a third party on your behalf.

## **Use of personal information**

### **Booking a flight**

When you book a flight with us, or when someone books a flight with us on your behalf, we will ask for your gender, name, address, email address, phone number, and information related to your form of payment. We collect this information in order to process your request for travel services or to process refunds. We need your gender to determine the weight and balance of our aircraft and to assist us in identifying you for legal and security purposes. We may also use your personal information to contact you about your flight, flight booking or about anything that affects or may affect your flight booking or your flight, and to notify you that a credit that you have with Swoop has been created or an existing credit is going to expire. Additionally, we may leave an automated flight status message on any phone number you provide in the event of a change or cancellation of your reserved flight. Adequate personal identification documents, including photographic likenesses, will generally be required in order to permit you to board an aircraft or access other services. This information is collected for security, legal and identification purposes and is generally returned to you immediately and not retained without your consent. Following your flight, Swoop may also use your personal information to contact you about travel services, your travel patterns and your experiences when flying with us in the form of a survey. You can opt out of this program at any time.

### **Requirements of government authorities**

Because of the nature of the airline industry, and concerns with respect to safety and security, there may be situations in which Swoop is required or requested by legal authorities to collect, use or disclose personal information about you, particularly when you are traveling with us, without your knowledge or consent. Information that we are required to collect by any Canadian, U.S. or international government authorities, depending on your boarding location and destination, may include, as required by such authorities, your full name, date of birth, citizenship, gender, passport number and country of issuance, immigration visa number, permanent resident card number, the means by which you paid for your flight, details as to how it was booked, and any other personal information collected by us as set out in this policy or as required by such government authority. Please be advised that Swoop may disclose this personal information to authorities when required or requested in conjunction with the identification



of lawful authority. In certain circumstances where we believe unlawful or criminal activity is being committed to, on or against Swoop passengers, people or property, we may disclose your personal information to appropriate government authorities or other non-governmental entities in order to allow them to properly investigate the matter.

### **Cross-border information**

Because Swoop flies across international borders, personal information may be made available to government authorities in Canada and the United States, as well as any other international destination, as required by law. In addition, Swoop uses third party providers of information technology, data processing, reservation services, data storage services and other services. Swoop protects personal information disclosed to such third party service providers by contractual obligations of confidentiality and non-disclosure. Personal information, including medical information covered by this Policy, may be processed or stored outside of Canada, and such personal information may therefore be or become accessible to government authorities and agencies in other jurisdictions pursuant to lawful authority made under the laws of those jurisdictions.

### **Special needs**

Subject to certain restrictions and the Swoop Booking Terms and Conditions, Tariffs and Conditions of Carriage, services are offered to persons with special needs. A special need includes situations in which an individual may require specific requirement(s) to accommodate a disability. A special need also includes individuals who, for medical reasons, require a special arrangement in order to travel. In order to properly serve persons with special needs, to assure the health and safety of all concerned, and to ensure that an individual qualifies for any special arrangement Swoop may offer, Swoop may require additional personal information, including relevant medical information and information on particular requirements, such as whether a wheelchair, oxygen supply or other special equipment are required, information on connecting flights or connections, as well as additional contact information in the event of an emergency. In situations where an individual requires that they be accompanied by another individual, Swoop will require personal information from that individual as a passenger on the basis set out in this Policy.



## **Travel agents**

When you book with us through a travel agent, your travel agent will provide us with the same personal information that we would otherwise collect from you directly in order to book a flight or other travel services. Unless and until we are advised otherwise, we will consider a travel agent to have your authority to provide us with your personal information to be used and disclosed by us pursuant to this privacy policy. Collection, use and disclosure of your personal information by your travel agent will be subject to your dealings with the travel agent and their privacy policies and practices. Travel agent access to online information from Swoop is governed both by Swoop policies and by restrictions and levels of permission set up by the travel agency. Personnel in each travel agent office may be able to gain access to personal information concerning all clients and customers of the travel agency. Access to your personal information may not be limited to the individual travel agent you have dealt with as travel agents may share information. Any inquiries about another travel agency accessing your personal information should be directed to the original travel agency with whom you booked your flight.

## **Corporate and other third party bookings**

If a third party, including a family member or friend, or your employer or another party other than a travel agent, has made or will be making a booking on your behalf, that party will provide us with the same personal information that we would otherwise collect from you directly in order to book a flight or other travel services. Unless and until we are advised otherwise, we will consider such third party to have your authority to provide us with your personal information to be used and disclosed pursuant to this privacy policy. Collection, use and disclosure of your personal information by a third party will be subject to your dealings with them and any applicable privacy policy and practices they may have. Certain employers and other parties may be granted access to online information from Swoop with respect to your booking where your employer or other party has made that booking on your behalf. Such access is also governed by our Terms of Use. Such other party, including any others to whom it grants permission, will be able to gain access to personal information concerning all individuals for whom they have made bookings.

## **Passenger Feedback**

By submitting your comments on Swoop's feedback section of its website, you agree that Swoop may use your comments for internal purposes such as, training or employee acknowledgment and recognition, and that Swoop may publish your comments on its Intranet or in other internal documents.

## **Promotional contests**

Swoop may offer various promotions from time to time. When you enter a promotional contest, we ask for your name, date of birth, address (email and/or residential), social media handle and/or phone number so that we may communicate with you in the event you are a winner and so that we may verify that you are of sufficient age to participate or that you meet other eligibility requirements stated in any specific contest rules. Other information related to the promotion or contest may be requested if required by law.

## **Employment opportunities**

Swoop offers employment opportunities in various locations, including over its website and others. If you would like to apply for a job at Swoop, you will be asked to provide your name, telephone number, address, email address, and other information concerning your application such as employment history, references and education. By submitting your application, you are consenting to the collection, use, disclosure and retention of your personal information for purposes of assessing your suitability for current and future employment opportunities at Swoop. In addition, you consent to the release of your personal information to our third-party service providers for the purposes of pre-employment screening which may include a criminal background check and reference verification. If you are a successful candidate, this information will be retained by Swoop as long as reasonably required for purposes of managing your employment relationship or as otherwise required by law.

## **Cookies and other technology**

A cookie is a small amount of data, often including a unique identifier, that is sent to your browser from a website's computer and stored on your computer's hard drive. We use "cookies" to collect and compile data.

Cookies track the movements and interactions of visitors on our websites and allow us to collect information about visitor website usage patterns to better understand and meet their requirements with improved design, content, display of relevant features, and to provide you with various advertising services. Cookies also allow our websites to recognize your computer or device the next time you visit in order to provide a custom experience including remembering your choice of language, exposing you to certain website pages, and auto-filling certain forms based on your previous visit. This also allows us to automatically fill in certain fields as applicable. Swoop uses third-party advertising technology to serve ads when you visit our website and certain sites on which we advertise, using information from your visits to our website and those other sites to serve ads which are tailored to you. In the course of serving ads to you, a unique third-party cookie may be placed or recognized by your browser. In addition, we use pixels or transparent GIF files, often referred to as "web beacons", to help manage and optimize our online advertising. These are provided by external entities like Google, Facebook, and other social media companies, and enable our ad servers to recognize a browser's cookie when a browser visits our website and to learn which banner ads bring users to our website. The technology may also allow other service providers to receive information from our website related to our online advertising. With both cookies and web beacons, the information that we collect, and share does not contain your name, address, telephone number, or email address. Google and other similar providers are subject to contractual restrictions with respect to personal information to protect your privacy. For more information about Google specifically, including information about how to opt-out of these technologies, go to [https://static.googleusercontent.com/media/www.google.com/en//intl/en/policies/privacy/google\\_privacy\\_policy\\_en.pdf](https://static.googleusercontent.com/media/www.google.com/en//intl/en/policies/privacy/google_privacy_policy_en.pdf). Additionally, you can opt out of Swoop's behavioural online advertising. To opt out of online behavioural advertising using AdChoices, click on the AdChoices Icon in a banner ad. To opt out of online behavioural advertising on Facebook, click the or on the top right corner of a Facebook ad and select 'Why am I seeing this?'

### **Disclosure of personal information**

Swoop discloses your personal information to third parties as required to process your request for travel services, including flights, hotel and car bookings, to provide services to you, display relevant advertising, as required by applicable law, or as otherwise set out in this policy. Swoop is

continuously seeking ways in which to better serve you. Swoop may therefore also disclose personal information concerning you to other organizations that may have affiliated programs to Swoop or other offers of interest to you to allow them to contact you, but Swoop will do so only with your consent, which you may withdraw at any time. Personal information provided by you or on your behalf to book flights or other travel services will generally not be provided to anyone, including a spouse, family member, friend or co-worker, without your consent, or as required by law, or as otherwise provided in this privacy policy. To protect your privacy rights and personal information, and for security and legal purposes, we therefore generally cannot disclose your personal information to any individual contacting us and claiming either to be a spouse, family member, friend, co-worker or otherwise entitled to your personal information, or claiming to have your consent for us to do so, unless and until we have verified with you that you do in fact consent to our disclosure of your personal information to such specified individual. The exceptions to this are: We will disclose your personal information on a reasonable basis to an individual who has booked your current flight or other travel service where that individual has adequately identified themselves. We will consider that, since they previously had your consent, express or implied, to deal with us, your consent continues. Please see Corporate and Other Third-Party Bookings. We may also, with your consent, exchange your personal information, including medical information, with third party medical personnel in situations where you, or someone on your behalf, has requested special arrangements related to medical conditions or status. Please see Special Needs. Where an individual contacts us and provides us with your full name and reservation code giving us reasonable grounds to conclude they are contacting us with your consent, express or implied, we will disclose flight information to that individual for the purposes of permitting that individual to meet your flight or be aware of delays, and other similar information. Flight information is limited to flight number, flight timing information, confirmation that you have or have not boarded a flight, and the departure and arrival locations of your journey with us. Flight information is provided as a service and convenience to you to permit meeting your flight and being aware of any delays or flights that are early. We will not provide other personal information such as home address or contact information to other individuals in these circumstances without your express consent. If you do not wish individuals to be able to obtain flight information from us, you should not share your reservation code with them. Likewise, your boarding pass contains personal information, and should be

handled and disposed of in the same manner as any other personal information you may have in your possession. Otherwise, we will conclude that, where an individual has your reservation code, you have given your consent to their contacting us for your flight information. A reservation code refers to the confirmation number assigned by Swoop to for a specific flight.

## **Security**

Swoop has in place sophisticated security measures and procedures to ensure that your personal information is protected from misuse and from unauthorized access. However, no data transmission over the Internet can be guaranteed to be 100% secure. We cannot ensure the security of the information you transmit to us over the Internet.

## **Retention of information**

### **Retention periods**

Personal information collected by Swoop is retained for as long as it is reasonably required for the purposes for which it was collected, or as required by law, following which it is securely destroyed or made anonymous. If you withdraw your consent to our retaining your personal information, we will advise you as to the consequences, if any, of your doing so.

### **Expiry and termination of accounts**

Until your consent is withdrawn, it is our policy to keep your Swoop account open indefinitely for your convenience in the event you decide to access it again, and, if you have signed up for electronic communication, to continue sending you information until you advise us that you wish to no longer receive it. However, we do reserve the right to terminate accounts and distribution of electronic communication at any time without notice.

## **Accessing your personal information**

Feel free to contact us if you have any questions or concerns about this policy or the accuracy and completeness of any information in your file, if you wish to update any of your information, if you would like to see a copy of the information we have on file about you, or an account of the use that has been made of your information.

To do so, simply contact Swoop toll-free at [1-888-796-4540](tel:1-888-796-4540).  
Written inquiries can be directed to Swoop's privacy officer via:

- Fax: 1-844-212-5513
- Email: [privacy@flyswoop.com](mailto:privacy@flyswoop.com)
- Mail: 22 Aerial Place NE, Calgary, AB, Canada T2E 3J1

You may also use the above information to withdraw any consent you have provided, or to register a concern or complaint with us. In all cases, we may require that requests for information or withdrawal of consent be received by us by email, fax, mail or otherwise in written form. We will also require that you provide sufficient information to allow us to locate your information to deal with your request.

## **Responding to you**

All requests for access to your personal information and complaints must be provided in writing and our response will be subject to verifying your identity before replying. It is our policy to respond to all inquiries, requests for access to personal information and concerns or complaints within 30 days of our receiving them unless otherwise allowed or required by law. If we cannot fully respond within 30 days, we will still advise you of that within 30 days.

However, we cannot give you access to personal information that we do not have, or that would disclose personal information concerning another individual without their consent, or that we otherwise cannot disclose under applicable law. There are legal restrictions in certain cases where we are prohibited from providing you with certain information. We reserve the right, to refuse to provide access to information where we are not legally required to do so, in which case we will advise you of the reasons for doing so, and of the name of a person who can answer any questions you may have.