

## TICKET TERMS AND CONDITIONS AND OTHER IMPORTANT NOTICES

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### Advice to International Passengers on Limitations of Liability

Passengers embarking on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as the carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of the carrier to passengers for death or personal injury, destruction, or loss of, or damage to, baggage, and for delay of passengers and baggage. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under an international treaty. For further information, please consult your carrier or insurance company.

**Where the Montreal Convention applies, the limits of liability are as follows:**

- 1. There are no financial limits in respect of death or bodily injury.**
- 2. In respect of destruction, loss of, or damage or delay to baggage, 1,288 Special Drawing Rights per passenger in most cases.**
- 3. For damage occasioned by delay to your journey, 6,303 Special Drawing Rights per passenger in most cases.**
- 4. For destruction, loss, damage, or delay of cargo, 26 Special Drawing Rights per kilogram.**

**EC Regulation No. 889/2002 requires European Community carriers to apply the provisions of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many non-European Community carriers have elected to do so in respect of the carriage of passengers and their baggage.**

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,200; US\$25,100) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,100; US\$12,600) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US\$75,000.
2. 17 Special Drawing Rights (approximately EUR 21; US\$26) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US\$500) for unchecked baggage.
3. The carrier may also be liable for damage occasioned by delay.

**Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.**

**Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.**

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. **Baggage claims:** Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

**Notice of Contract Terms Incorporated by Reference**

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice, to any notice or receipt of the carrier, and to the carrier's individual terms and conditions ("Conditions"), related rules, regulations and policies ("Regulations") and any applicable tariffs.

2. If your carriage is by more than one carrier, different Conditions, Regulations, and any applicable tariffs may apply for each carrier.

3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.

4. The Conditions may include, but are not restricted to:

(a) Conditions and limits on the carrier's liability for the bodily injury or death of passengers.

(b) Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.

(c) Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.

(d) Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants, and representatives, including any person providing either equipment or services to the carrier.

(e) Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.

(f) Rules about reconfirmations or reservations; check in times; the use, duration, and validity of air transportation services; and the carrier's right to refuse carriage.

(g) Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.

(h) Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.

5. You can obtain additional information on items (a) through (h) above at any U.S. location where the transporting carrier's tickets are sold.

6. You have the right to inspect the full text of each transporting carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting carriers. Information on ordering the full text of each carrier's terms is available at any U.S. location where the carrier's tickets are sold.

7. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

**CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES, OR REGULATIONS. YOU CANNOT TRAVEL IF YOU DO NOT HAVE ALL REQUIRED TRAVEL DOCUMENTS, SUCH AS PASSPORT AND VISA. PASSENGER SHALL ARRIVE AT AIRPORT BY TIME EARLY ENOUGH TO COMPLETE DEPARTURE PROCEDURES. AS A CONDITION OF TRANSPORT, SOME AIRLINES MAY REQUIRE COMPLIANCE WITH MEASURES TO REDUCE THE SPREAD OF COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO FACE MASKS AND HEALTH CERTIFICATIONS. ADDITIONAL INFORMATION REGARDING SUCH MEASURES IS AVAILABLE FROM YOUR AIRLINE. GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.**

**U.S. NOTICE -OVERBOOKING OF FLIGHTS:** Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. **Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available.** Check with your airline or your travel agent.

**EUROPEAN NOTICE -DENIEDBOARDING/CANCELLATIONS:** For all flights departing from the European Union and all flights to the European Union if on an European operating carrier, if you are denied boarding or you flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding date for the text stating your rights, particularly with regard to compensation and assistance. For further information on your air passenger rights for these flights, please see [https://europa.eu/youreurope/citizens/travel/passenger-rights/air/index\\_en.htm](https://europa.eu/youreurope/citizens/travel/passenger-rights/air/index_en.htm).

**BAGGAGE:** Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier. **Checked Baggage:** Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. **Cabin (Unchecked) Baggage:** Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and cabin).

**SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR U.S. TRAVEL:** For domestic travel wholly between U.S. points, federal rules require any limit on a carrier's baggage liability to be at least US\$3,800 per passenger, or the amount currently mandated by 14 CFR 254.5.

**CHECK-IN TIMES:** The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse you carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding.

**DANGEROUS GOODS:** U.S. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of US\$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials; examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals. Lithium batteries are not allowed in checked luggage. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information, please contact your airline.

**SUPPLIER TERMS AND CONDITIONS:** You agree to abide by the terms or conditions of the booking imposed by the supplier with whom you elect to deal. We make available the fare rules for all carrier tickets prior to booking. The circumvention of a carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent a carrier's pricing structure), is prohibited by many carriers. The use of prohibited ticketing practices may result in the carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's credit card, additional charges collected at the airport or future invoicing. You are responsible for ensuring that your bookings abide by the terms or conditions of booking imposed by any supplier with whom you elect to deal, including terms or conditions of booking set forth in a carrier's fare rules or contract of carriage.

**SECURE FLIGHT PASSENGER DATA PRIVACY NOTICE:** The Transportation Security Administration (TSA) of the U.S. Department of Homeland Security requires us to collect information from you for purposes of watch list screening, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information

is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA Privacy policies, or to view the system of records notice and the privacy impact assessment, please see [www.tsa.gov](http://www.tsa.gov).