

Marlin Travel Gift card – FAQ (Frequently Asked Questions)

Q: Where can I use my Marlin Travel Gift Card?

A: You can redeem your gift card at any Marlin Travel, Transat Travel, Club Voyages or Voyages Transat travel agency in Canada in person or over the phone. For a complete listing, visit our website.

Q: What can I purchase with my Marlin Travel Gift Card?

A: You can redeem your Marlin Travel gift card when you book with one of our travel professionals on your travel purchase. The gift card will be applied to your travel booking payment. The gift card can be redeemed for any travel product sold in our agencies including; vacation packages, cruises, flights, hotels, car rentals as well as travel insurance and professional fees.

Q: What is the denomination of a Marlin Travel Gift Card?

A: You pick the value starting from \$25 up to \$2,000, for amounts over \$2,000 additional cards can be purchased. There are no activation fees and all cards are denominated in Canadian currency.

Q. How do I pay for a Marlin Travel Gift Card?

A. We accept any form of credit card payment including: Visa, MasterCard and American Express.

Q: When does the Marlin Travel Gift Card expire?

A: The funds on the gift card do not expire; you can continue to use your Marlin Travel Gift Card until the value reaches zero. Should the card expire before all the funds are used please contact us for a free replacement card.

Q: Are there fees associated with the Marlin Travel Gift Card?

A: There are no fees deducted from your Marlin Travel Gift Card.

Q: How do I determine the available balance on my Marlin Travel Gift Card?

A: For the card balance visit this website www.marlintravel.ca/giftcards or call 1-800-755-8608

Q: Can I add additional funds to my Marlin Travel Gift Card?

A: The Marlin Travel gift card is not reloadable. Once the gift card value has been depleted and all travel or services involving that card is completed the gift card can be discarded as the card is no longer valid.

Q: Can I use multiple forms of payment when using my Marlin Travel Gift Card?

A: You may use other forms of payment in addition to redeeming your gift card to pay for a booking.

Q: What if my Marlin Travel Gift Card is lost or stolen?

A: Gift cards should be treated like cash; Marlin Travel is not responsible for lost or stolen gift cards. There may be up to a \$5 fee to replace, lost, stolen or damaged cards, except where prohibited by law. To replace your card please call 1-800-755-8608 or visit any Marlin Travel, Transat Travel, Club Voyages or Voyages Transat with your proof of purchase.

Q: Can I receive a refund for any remaining balance on my Marlin Travel gift card?

A: Marlin Travel Gift cards are not refundable or redeemable for cash, cheque or credit, except when required by law. The remaining value of gift cards never expires and can be used for future travel bookings or services.

Q: Can I receive a refund for a purchase I made with a Marlin Travel Gift Card?

A: Terms are governed by the rules that apply to the specific travel product or service you have purchased.

If you purchased a refundable fare or travel option, the portion paid with a gift card will be refunded on your original gift card. For this reason, we recommend that you keep your gift card until all travel involving that gift card has been completed.

Q: How do I redeem my Marlin Travel gift card?

A: Marlin Travel Gift Cards are redeemable on new bookings or final payments only. The Marlin Travel gift card must be presented at the time of payment. Gift cards cannot be retroactively applied once a booking is complete.

Q: I received a Marlin Travel Gift Card but I would like to re-gift it to someone else? Is this allowed?

A: The Marlin Travel Gift Card can be used by any cardholder, however, the recipient of the card should always know the date of purchase to ensure the fees are not deducted prior to use.

Q: Can I use my Marlin Travel Gift Card for travel purchases outside of what is sold in a Marlin Travel agency, for example on a flight for a food purchase?

A: Your Marlin Travel gift card can only be redeemed on products/ booking sold through our agencies and cannot be redeemed for other services or products sold outside our agencies.

Q: Can I use my Marlin Travel Gift Card to purchase Travel Insurance?

A. Yes, you can use your Marlin Travel gift card to purchase travel insurance sold at our agencies.

Q: Are my Marlin Travel gift cards protected?

A: All Marlin Travel Gift Cards funds are held in trust. Gift Cards purchases in Ontario are protected by the Ontario Travel Industry Act and TICO. Gift Cards purchases outside of Ontario are not protected under any applicable provincial or territorial travel legislation or any travel insurance fund established pursuant thereto such as the “Fonds d’indemnisation des clients des agents de voyages” in the Province of Quebec or the “Travel Assurance Fund” in the province of British Columbia. .

Marlin Travel is a division of Transat Distribution Canada Inc. ON Reg. #50015084. . Head Office: 191 The West Mall, Suite 700, Etobicoke, ON, M9C 5K8. The Marlin Travel Gift Card is issued by Home Trust Company.

Club Voyages/Voyages Transat est une division de Transat Distribution Canada Inc. Permis N° 753141 au Québec. Siège Social : 300, rue Léo-Pariseau, bureau 1601, Montréal, Québec H2X 4B3.



DISCLOSURE: Please read this Agreement carefully and retain a copy for your records.

The following terms and conditions govern your use of the Prepaid Card. By signing or using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.

CARD ISSUER: This Card is issued by Home Trust Company **CARD INFORMATION AND BALANCE:** For the activation date, to verify the balance of funds on the Prepaid Card, for inquiries into these terms and conditions or for other Card information visit www.getmybalance.com or call toll-free 1.800.998.6844. **SPLIT TENDER TRANSACTION:** If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method. **CARD RESTRICTIONS:** The Card can be used only to purchase goods and services at authorized Merchants. This Card is not reloadable, not refundable or redeemable or exchangeable for cash, and may not be used to make withdrawals or at ATMs. For Cards purchased in the province of Quebec, a balance of \$5.00 and less is refundable upon request. The Card may be deactivated at any time if fraud is suspected. The Card cannot be used for recurring or any other pre-authorized payments (e.g. pay-at-the-pump, where the final total is unknown and a set amount is pre-authorized on your card in advance), or for payments on a credit account, or for any illegal transaction. Certain Merchants, (including but not limited to restaurants) may pre-authorize an amount equal to the purchase plus up to an additional 20% to ensure there are funds available for tips or incidentals. If your Balance is not sufficient to cover the purchase plus this additional up to 20%, your transaction may be declined. The pre-authorized amount will be 'held' for up to seven (7) days until the amount of your purchase is finalized. You should review the return policies of the Merchant for purchases made with the Prepaid Card.

NO EXPIRY; CARD PLASTIC 'VALID THRU' DATE: Your right to use the funds loaded onto the Card does not expire. Please note that the Card has a "valid thru" date imprinted on or associated with the Card. This is the date after which you may not use the Card. However, expiration of the "valid thru" date does not mean the Balance remaining on the Card expires. If there is a remaining Balance on the Card after the "valid thru" date, simply contact us at the customer service number on the Card for directions on how to redeem the remaining Balance. To obtain the "valid thru" date, go to www.getmybalance.com or call 1.800.998.6844.

LOST OR STOLEN CARD: You agree to protect your Card against loss, theft, or unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you agree to notify us IMMEDIATELY by calling 1.800.998.6844. All transactions carried out prior to such notification shall be deemed to have been authorized by you. You will be asked to provide us with your name, the Card number, and the original Card value and transaction history. We cannot re-issue a Card if you do not have your Card number. If our records show that a Balance still remains on the Card, we will cancel the Card and make such available Balance amounts available to you on a re-issued Card. It may take up to thirty (30) days to process your re-issuance request.

FEES

- A non-refundable \$2.50 maintenance fee will be automatically deducted by us each month from the Card Balance, starting 12 months after the Activation Date.

- A \$5.00 Card replacement fee may be charged to replace lost, stolen or damaged Card.

Home Trust Company will not increase any fee or impose a new fee in association with the Card.

Card funds are not insured by the Canadian Deposit Insurance Corporation (CDIC) or protected under the "Fonds d'indemnisation des clients des agences de voyages" in the province of Quebec or the "Travel Assurance Fund" in the province of British Columbia.

DEFINITIONS "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card. "Applicable Law" means the *Trust and Loan Companies Act* (Canada), the *Personal Information Protection and Electronic Documents Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (PCMLTFA), PCI DSS or any other statute, regulation, guideline or operating rule of any governmental authority or any other regulatory authority that Home Trust Company or the Distributor are subject to. The terms "Card" and "Prepaid Card", or in lieu of a Card, the "eCard" mean the Prepaid Card issued by Home Trust Company. The value of the funds on the Card less any purchases made and fees deducted is referred to herein as the "Balance". "Cardholder" means an individual who activates, receives and/or uses the Card. "Distributor" means each distribution agent and retail outlet that offers the Cards for sale to consumers. Distributors are not agents or representatives of Home Trust Company and have no authority with respect to the Cards. "Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees and taxes imposed to complete the transaction. "Merchant" or "Retailer" means a retail establishment that is authorized to accept the Card. "Home Trust" means Home Trust Company, the issuer of the Card. "We", "us" and "our" mean Home Trust, and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours", each means the Cardholder. The "Website" means www.getmybalance.com.

THE PREPAID CARD The Card is a stored-value, prepaid card that is the property of Home Trust and is subject to the terms of this Agreement. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card Balance. Neither the Card nor the Balance is a deposit account. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding Balance of available funds on the Card, other than as provided for herein. You are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from authorized Merchants.

AVAILABLE BALANCE So long as the Balance remaining on the Card is sufficient, each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request the Transaction Amount in excess of the Balance. For Cards purchased in the province of Quebec, a balance of \$5.00 and less is refundable upon request. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

TRANSACTIONS MADE IN FOREIGN CURRENCIES: We convert any transactions made in a foreign currency to Canadian dollars using a MasterCard conversion rate in effect on the day the transaction is posted to your Card. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. However, if a foreign currency transaction is refunded to your Card, the MasterCard conversion rate used to convert your refund to Canadian dollars for your Card may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to your Card for a refund of a foreign currency transaction may be less than the amount that was originally charged to your Card for that transaction. **RECOVERY FROM LOSS, THEFT, OR**

UNAUTHORIZED USE You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution.

LIMITATIONS ON USE If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card not present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement.

OWNERSHIP AND USE OF THE CARD The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person. To use the Card, simply present the Card at the time of payment, and sign the receipt. You may wish to retain the receipt as a record of the transaction. You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

ACTIVATING THE CARD The Card has no value until it is activated by the cashier at the time of purchase. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.

INFORMATION ABOUT BALANCE You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous

transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.998.6844, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE From time to time, Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

WEBSITE AND AVAILABILITY You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

PURCHASE DISPUTES AND REFUNDS If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash. If you have a complaint or inquiry about any aspect of your Card Balance, please call our complaint officer at 1.800.998.6844. We will do our best to resolve your complaint or inquiry.

YOUR LIMITED RIGHT TO CANCEL If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card. No refunds will be honoured unless (a) the Card is returned unused by mail postmarked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 1.800.998.6844. Requests for cancellation may take up to sixty (60) days to process.

TERMINATION OF PROGRAM We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process. For inquiries concerning surrenders and redemptions, call 1.800.998.6844.

AMENDMENT TO AGREEMENT: Subject to the provisions of Applicable Law, Home Trust may amend this Agreement by posting changes to this Agreement or a replacement form of Agreement on the Website, or sending notice to you via email or postal mail. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify Home Trust that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

NOTICE OF DATA PROTECTION AND PRIVACY POLICY: Home Trust may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Distributor, such as your name, your address, your telephone number, and/or your date of birth, and (ii) provided by you when you contact customer service (see **CONTACT INFORMATION** section of the Agreement), or register the Card on the Website, including your name and address, and (iii) about purchases you made with the Card, such as the date of the purchase, the amount and the place of purchase. We may also obtain information from third parties, including providers of identity verification services and demographic information. Home Trust maintains physical, electronic, and procedural security measures to safeguard Cardholder Information in accordance with Canadian regulations with respect to the protection of Cardholder information, which will be maintained in a file at our offices or on our servers and will be accessible by our employees, representatives and agents who require access to perform their job functions. We may use Cardholder Information to process Card transactions, to provide Customer Service, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we and/or our Distributor may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. If you have provided your consent, Home Trust will also provide information about you and your participation in the Card program to the Distributor. Home Trust may provide certain Cardholder Information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas. Home Trust may use and disclose Cardholder Information as necessary in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets. We may use service providers inside and outside of Canada to collect, process and store personal information on our behalf for the purposes described above. Some of these service providers may be located outside of Canada. The laws on data protection in these other jurisdictions may differ from those in Canada and may permit government, law enforcement and national security authorities in that jurisdiction to have access to your personal information in certain circumstances. Subject to these laws, Home Trust will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You therefore hereby provide your express consent to such transnational transfer of your personal information to third parties for the purposes stated herein. Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and cancel the Card, you must communicate with customer service and request we cancel the Card and discontinue any further use of your personal information. If you have any questions about how we handle Cardholder Information, or if you would like to request access to or correction of your Cardholder Information, you may contact customer service and ask to speak with our Privacy Compliance Officer.

ASSIGNMENT AND WAIVER At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. This Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns. In the event we reimburse you for a refund claim you have made or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future. For the most recent version of the Cardholder Agreement or Terms and Conditions, please visit www.getmybalance.com.

DISCLAIMER OF WARRANTIES Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied, regarding the Card, customer service functions, or any other subject matter of this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade.

LIMITATION OF LIABILITY [not applicable in Quebec] Except as otherwise expressly required by this agreement or Applicable Law, we will not be liable to you for performing or failing to perform any obligation under this agreement unless we have acted in bad faith. Without limiting the foregoing, we will not be liable to you for delays or

mistakes resulting from any circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, insurrection, war, riots, failure of Merchants to honour the card, failure of merchants to perform or provide services, failure of communication systems, or failures of or difficulties with our equipment or systems. Not in limitation of the foregoing, we will not be liable to you for any delay, failure or malfunction attributable to your equipment, any internet service, any payment system or any customer service function. In the event that we are held liable to you, you will only be entitled to recover your actual and direct damages. In no event shall you be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages.

GOVERNING LAW This Agreement will be governed by the federal laws of Canada.

ENTIRE AGREEMENT This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

SECTION HEADINGS Section headings in this Agreement are for reference only, and shall not govern the interpretation of any provision of this Agreement.

SEVERABILITY If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

CONTACT INFORMATION If you have questions regarding the Card, or need to report a lost or stolen Card, you may call Customer Service at 1.800.998.6844 or write to: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or Terms and Conditions of this agreement, please visit: www.getmybalance.com. Effective Date: September 1, 2014