

**Transat Distribution Canada Inc. (“TDC”) Gift Cards and Electronic Gift Cards Terms and Conditions (the “Agreement” or “Terms and Conditions”)**

Terms and Conditions for the TDC Gift Card (the “**Gift Card**”) and the TDC Electronic Gift Card (“**Electronic Gift Card**”) unless otherwise indicated. These Terms and Conditions are a binding agreement between you, the Gift Card holder or the Electronic Gift Card holder (each one of the foregoing shall be hereinafter referred to as the “**Client**” accordingly) and TDC. The Client acknowledges having read this Agreement and agrees to be bound by its terms and conditions.

1. TDC Gift Cards and Electronic Gift Cards can only be purchased at participating Marlin Travel, Club Voyages, Transat Travel, Voyages Transat, or TravelPlus agencies across Canada (each one hereinafter referred to as “TDC Travel Agencies”) or from one of their designated travel professionals (“Travel Professionals”). Please visit [marlintravel.ca](http://marlintravel.ca), [clubvoyages.com](http://clubvoyages.com), [transattravel.com](http://transattravel.com), [voyagestransat.com](http://voyagestransat.com) or [travelplus.ca](http://travelplus.ca) to find your closest location of participating travel agencies or travel professionals.
2. Purchasers residing in Canada can purchase Gift Cards and Electronic Gift Cards by credit card only, with values from \$25 up to \$2,000 Canadian dollars, from participating TDC Travel Agencies or one of their designated Travel Professionals across Canada.
3. The value of the Gift Cards and Electronic Gift Cards shall only be redeemed to purchase products and services (the “Services”) from participating TDC Travel Agencies or with one of their designated Travel Professionals across Canada.
4. TDC Gift Cards and Electronic Gift Cards shall have the same value as it was purchased for. For the avoidance of doubt, if a \$100 gift card was purchased for the price of \$100, then the card shall be redeemed as cash worth \$100 to purchase Services from TDC.
5. All Gift Card and Electronic Gift Card sales are final and are not refundable or redeemable for cash or cheque once the purchase has been completed, except where required by law.
6. Gift Cards and Electronic Gift Cards will be activated only following completion of full payment. Payment is considered complete once the payment processing method and fraud prevention procedures are finalized and once a receipt issued to the Client to confirm the purchase.
7. No fee shall be charged for the activation of the card.
8. Gift Cards and Electronic Gift Cards have no value until they are activated.
9. Electronic Gift Cards are delivered immediately after completion and acceptance of the purchase by secure email at the address provided to TDC by the purchaser and can be redeemed immediately upon activation.
10. Gift Cards and Electronic Gift Cards cannot be resold. Unlawful resale or attempted resale is grounds for cancellation of the Gift Card or Electronic Gift Card without compensation.
11. TDC is not responsible for any Gift Card or Electronic Gift Card that has not been purchased at an authorised distributor. Please visit [marlintravel.ca](http://marlintravel.ca), [clubvoyages.com](http://clubvoyages.com), [transattravel.com](http://transattravel.com), [voyagestransat.com](http://voyagestransat.com) or [travelplus.ca](http://travelplus.ca) to obtain a list of authorized distributors.
12. TDC reserves the right to deactivate or reject any Gift Card or Electronic Gift Card issued or procured, directly or indirectly, in connection with fraudulent actions.
13. TDC reserves the right to suspend, refuse, hold for review or cancel any Gift Card or Electronic Gift Card order for which fraud is suspected, for Gift Cards or Electronic Gift Cards mistakenly issued in an incorrect denomination, or for any other violation of the present Terms and Conditions.
14. To check the activation date or to check the remaining balance of a Card, the Client may visit <https://travelgiftcards.checkyourcardbalance.com/en/login> or any participating TDC Travel Agencies or one of their designated Travel Professionals.
15. Gift Cards and Electronic Gift Cards are not reloadable.
16. Gift Cards and Electronic Gift Cards have no expiry date.
17. Gift Cards and Electronic Gift Cards are fully transferable and if they are transferred, the new Gift Card or Electronic Gift Card holder shall read and agree to these Terms and Conditions.
18. Gift Cards and Electronic Gift Cards must be presented or used at time of payment and Cards cannot be retroactively applied once a booking is complete.

19. No fee shall be charged for the use of a Gift Card or an Electronic Gift Card.
20. Gift Card and Electronic Gift Card can be redeemed in store at participating TDC Travel Agencies or by one of their designated Travel Professionals across Canada.
21. If the price of the Services is inferior to the value of the Gift Card or Electronic Gift Card, the remaining value of the Gift Card or Electronic Gift Card is retained until the stored value reaches a zero balance. Once the Gift Card or Electronic Gift Card reaches a zero balance, it will be deactivated, and it will not be reloadable.
22. If the cost of the Services being purchased is greater than the value of the Gift Card or Electronic Gift Card, the stored value will be depleted to zero value and the difference must be paid with another Gift Card, Electronic Gift Card or other accepted form of payment such as cash or credit card.
23. For Gift Cards and Electronic Gift Cards purchased in Quebec, balances of five Canadian dollars (\$5.00CAD) or less are refundable upon request by emailing [tdcgiftcards@transat.com](mailto:tdcgiftcards@transat.com).
24. Gift Cards and Electronic Gift Cards will not be accepted if the number is invalid, has not been activated, has been deactivated, is declined or cannot be found within the system.
25. Gift Cards and Electronic Gift Cards will not be accepted if the Card number has been damaged and is illegible, missing or incorrect.
26. Once a Gift Card or Electronic Gift Card is deactivated, it cannot be reactivated.
27. In the event that the Services purchased (in part or in full) using a Gift Card or Electronic Gift Card is being refunded, the value or the unused portion thereof (based on the terms and conditions of the Services being refunded) that was originally paid for by using a Gift Card or Electronic Gift Card will be refunded to a Gift Card or Electronic Gift Card.
28. TDC is not responsible for any stored value balance if the Gift Card or Electronic Gift Card is lost, stolen, damaged or destroyed. If it is lost, stolen, damaged, destroyed or used without authorization, the value will not be refunded. Ownership and risk of loss is transferred to the recipient of the Gift Card and Electronic Gift Card immediately upon completion of processing of the order.
29. Gift Cards and Electronic Gift Cards are not credit or debit cards and have no implied warranties.
30. TDC is not responsible should technical problems arise and the Gift Card or the Electronic Gift Card is not redeemable temporarily. Client agrees in such event to come back at a later time to redeem its Gift Card or Electronic gift Card once the technical problem will be fixed.
31. The Client agrees that these Terms and Conditions shall be governed by, construed and/or interpreted in accordance with the laws of the Province of Quebec (Canada) and the laws of Canada applicable therein and shall be treated in all respects as a Quebec contract, without regard to the principles of conflict of law that would impose a law of another jurisdiction.
32. Any dispute relating in any way to a Gift Card or Electronic Gift Card shall be adjudicated in the Province of Quebec (Canada) in the judicial district of Montreal and the Client agrees to the exclusive jurisdiction of the Quebec Court and venue of such courts.
33. TDC reserves the right, and the Client agrees, that TDC may at any time change the present Terms and Conditions or contract with another third party to administer the gift card program. TDC will notify the Client of any changes by posting an updated version of the Terms and Conditions on its website at [marlintravel.ca](http://marlintravel.ca), [clubvoyages.com](http://clubvoyages.com), [transattravel.com](http://transattravel.com), [voyagestransat.com](http://voyagestransat.com) or [travelplus.ca](http://travelplus.ca). It is the Client's responsibility to regularly review these Terms and Conditions.
34. If the Gift Card or Electronic Gift Card is used after TDC has made any changes, it means that the Client has accepted the changes and that the Client agrees to be bound by the Terms and Conditions as modified.