

TRAVELER REQUIREMENTS: 2025 Travel Year

Updated November 14, 2023



TRAVEL REQUIREMENTS

The following travel requirements (this "Agreement") pertain to your travel as a guest onboard the Rocky Mountaineer, operated by Great Canadian Railtour Company Ltd. ("GCRC") or, with respect to any U.S. route, American Rocky Mountaineer LLC ("ARM"), and constitute an agreement between you and GCRC and ARM. You agree and understand that if you travel on an itinerary on board the Rocky Mountaineer, you are deemed to have read, understood, and expressly accepted the terms of this Agreement, and this Agreement shall govern your rights and responsibilities with respect to your itinerary. Your itinerary refers to all service travel components (such as rail, packages, tours, hotels, cruises, attractions, meals, and activities) booked via GCRC by you or by a third party on your behalf in connection with your itinerary (all of which are collectively referred to as your "Itinerary").

References to "us", "we" and "our" refers to GCRC and ARM.

This Agreement may be amended by us from time to time without notice and you agree to be bound by any such amendments.

In the event of any inconsistency between this Agreement and any applicable third-party conditions and/or international conventions etc., this Agreement shall, to the extent permitted by law, prevail.

1. Passports & Visas

It is your sole responsibility to obtain and have available, when necessary, the appropriate valid ID and travel documents. All guests are advised to check with their travel agent or appropriate government authority to determine the necessary documents. GCRC and ARM, along with airline and cruise ship operators, reserve the right to refuse boarding without adequate ID. GCRC and ARM are not responsible for guests refused entry into Canada or the United States because of inadequate documentation. If you are travelling with children, you must ensure proper documentation is obtained for entry. For greater clarity, we accept no responsibility if you cannot travel or incur any loss or expense arising out of your failure or inability to comply with any applicable passport, visa, or immigration requirements. You agree to reimburse GCRC and ARM on demand in relation to any fines or other losses which we may incur as a result of your failure to comply with any passport, visa or immigration requirements.

2. Luggage

Guests travelling onboard the Rocky Mountaineer are limited to two checked pieces of luggage per person. Total checked luggage weight per person shall not exceed 30 kg (66 lb.). Each piece of luggage must have an identification tag attached to it that includes the guest's name, return address, and telephone number. Additional and oversized items, such as sports equipment, may be subject to a surcharge.

All guests' luggage will be delivered to their accommodations at the mid-point hotel(s) of their rail journey. All guests travelling onboard the Rocky Mountaineer should carry any valuables, medications, or other important belongings with them onboard the train.

Guests are prohibited from carrying weapons, firearms, ammunition, incendiary devices, explosive, flammable, hazardous, illegal, or radioactive materials or other potentially dangerous items. GCRC and ARM personnel have the right to search any guest's luggage or personal effects for any such items and in their sole discretion may confiscate, store, destroy, or surrender to an appropriate authority any item that they reasonably consider is or may become dangerous, and to refuse boarding, or to remove any passenger who declines to cooperate in such a search or to surrender such an item.

All guest personal property, including but not limited to, money, jewelry, negotiable papers, cameras, video and electrical equipment, electronic devices, computers and accessories, cellular telephones, medical equipment, sporting goods, wheelchairs, personal mobility devices, walkers, and strollers are checked at the owner's risk. GCRC and ARM are not responsible for any loss or damage caused to or by such property and any such loss or damage is subject to the Maximum Liability Policy as described below.

Maximum Liability Policy: GCRC and ARM's combined maximum liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of \$500 CAD or \$500 USD per piece of checked luggage, dependent upon the country of travel. Neither GCRC nor ARM will cover any replacement cost of misdirected or damaged luggage and contents. Liability is restricted to personal luggage consisting of wearing apparel, toilet articles or similar effects for personal use and comfort, as well as articles other than personal luggage, which may be checked and handled in accordance with the luggage policy set forth in this Agreement. Liability does not apply to carry-on luggage, items transported for or belonging to other persons, or items intended for sale. GCRC and ARM are not liable for damage resulting from over-packing or non-structural damage considered normal wear and tear, such as scratches, scuffs, nicks, missing pull straps, zipper damage, damage to wheels, manufacturers' defects, soils, stains, or spillage. Please contact a GCRC representative if you have any questions about the materials you intend to transport.

Other Suppliers: Certain Itineraries have baggage restrictions due to either accommodation style or transportation requirements. Please refer to your Itinerary documents for full details. Your baggage must be in compliance with any requirements of any third-party suppliers as set out in your Itinerary documents.

3. Travel Documents

You must be in possession of valid travel documents before boarding the train. Travel documents are only valid for the dates and for use only between the points of departure and destination. Travel documents are not transferable, other than as expressly permitted under this Agreement. Travel documents bearing unauthorized alterations are not valid for travel. Travel documents remain our property and if you fail in any material respect to comply with any applicable condition, including but not limited to this Agreement, governing their use, your travel documents may be withdrawn or invalidated by our staff or agents. There

will be an administration charge for replacing any lost or damaged travel documents.

To receive your travel documents prior to departure, final payment must be received by GCRC 60 days prior to departure. Your travel documents will be made available to you at least 30 days prior to departure. If a booking is made within 30 days of departure, travel documents will be sent electronically. Guests will be advised of their mid-point hotel(s) accommodation upon check-in.

4. Connecting Travel

Please arrive at designated Rocky Mountaineer departure point as indicated in your travel documents a minimum of 30 minutes prior to boarding time to ensure your luggage is checked and your travel documents are in order. **We strongly recommend that you do not make onward travel arrangements for the night of arrival at your destination.** Train travel is subject to unforeseen delays, and departure and arrival times cannot be guaranteed. GCRC and ARM are not responsible for missed connections.

5. Photographs and Recordings

You agree that you will utilize any photographs, video, film, or other visual or audio recordings made during their journey solely for personal, non-commercial purposes. You hereby grant to GCRC an irrevocable, perpetual worldwide licence, to utilize any visual or audio recordings of or including the portrayal or likeness of you that is made by or on behalf of GCRC for any purpose, including the advertising or promotion of the services of GCRC and its affiliates, without payment of compensation, and any such portrayal or likeness will be the exclusive property of GCRC.

6. Guest Responsibilities

When you book your Itinerary, please ensure that all of the information provided by you such as names, dates of travel, passport numbers etc., is fully accurate. GCRC and ARM will not be held liable for any loss or inconvenience suffered by you as a result of your provision of inaccurate information to GCRC.

Emergency Contact Information. For the safety and security of all guests, GCRC requires in-travel emergency contact information for all guests so they can be reached in the event of an in-travel emergency. You will be requested to provide the required information via the Guest Portal at <https://www.rockymountaineer.com/guest-portal> or through your Travel Provider.

Mobility and Medical Conditions. Guests who have medical condition(s) or mobility restrictions that may require accommodation during their journey must provide full details during the booking process to ensure their needs and requirements can, when possible, be met. Not all itineraries sold by your Travel Provider are suitable for all guests. Your Travel Provider can advise of the suitability of itineraries depending on needs of individual guests. Failure to disclose requirements and other relevant information may result in an inability to deliver the services as booked and we will not be responsible for cancellation penalties, loss of services or any other losses, costs or expenses

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incurred as a result of a guest's failure to provide details of his or her needs and requirements. Guests who require assistance must be accompanied by another guest who is able to provide all the assistance required (our staff cannot provide such assistance). We reserve the right to refuse guests carriage if they are not accompanied by a guest able to provide the required assistance, and we will not be responsible for any associated losses, costs or expenses. Guests with mobility issues should refer to www.rockymountaineer.com for further details.

Behaviour. For your safety and security, guests are expected to comply with the directions of Rocky Mountaineer onboard hosts and management. All guests travelling with us are expected to conduct themselves in an orderly, civil and acceptable manner, and to not disrupt the enjoyment of other guests. In the rare event that Rocky Mountaineer onboard hosts or management determine that a guest's behaviour, health, or mental condition could be detrimental to the operation of the journey or to other guests or poses a risk to the safety and security of other guests or to the onboard team or is in violation of any applicable regulation or law, we reserve the right to detain those guests. Guests who are detained for such reasons will be responsible for their own transportation to the next stop on their journey and no refund or compensation will be offered, including without limitation for any missed components of their journey. In the event you are detained due to your behaviour, our liability to you will cease and we will have no further obligations to you. No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred by you as a result of such detaining. You will be held solely and exclusively responsible and will indemnify and hold harmless GCRC and ARM in respect of any damage or loss arising from your breach of this Agreement or any other specific rules, regulations, or code of conduct applicable to your booking.

Animals. All pets or animals, excluding certified service dogs and properly documented support animals (collectively "Service Animals"), are prohibited from travelling onboard the Rocky Mountaineer. If you require a Service Animal to accompany you on your Itinerary, please submit a request to us in writing, at the time of booking, or a minimum of 30 days prior to travelling onboard the Rocky Mountaineer, and such request shall include evidence of the certification or necessity of such Service Animal.

7. Alcohol Consumption and Smoking

The onboard service and consumption of alcoholic beverages will be limited to guests of legal drinking age in accordance with the applicable laws and regulations of the jurisdiction in which the train operates. Guests are reminded to consume alcohol in moderation. The decision as to when to discontinue the onboard service of alcohol to any guest is at the sole discretion of GCRC, ARM, and their onboard personnel. Consumption of personal alcohol is not permitted onboard Rocky Mountaineer trains at any time. If, in the opinion of GCRC, ARM, or their personnel, you are considered to be intoxicated to the point of being a potential danger to yourself or others, or are in a state that is likely to

detract from the other guests' enjoyment of the journey, you may be detained and the associated limitation of liability set out in Section 6 shall apply.

To ensure the preservation of the fragile environment of the areas in which we travel and for the comfort of all guests, there is a no smoking or vaping policy which includes a prohibition on the use of cigarettes, cannabis, cigars, and e-cigarettes onboard the Rocky Mountaineer, including in vestibules, restrooms, inside stations, on the platforms, or near the tracks. There is also no smoking in hotel rooms. We recommend that you prepare for the journey accordingly.

8. Possible Alterations

GCRC will make reasonable efforts to provide you with your booked tour arrangements, but occasional minor changes can not be ruled out. If we know of such changes sufficiently in advance, your Travel Provider will notify you. GCRC and ARM reserve the right to modify, alter, or substitute all or any part of its services when reasonably necessary or advisable. This may be necessitated due to factors beyond our control, including but not limited to, force majeure events, strikes, weather conditions, disruptions or diversions of rail services, floods or earthquakes, as more particularly described in Section 11. If it becomes necessary to make such a change, GCRC and ARM agree to provide the best commercially reasonable alternative available. We will endeavour to adhere to the specifics set out in your Itinerary; however, circumstances may necessitate alterations, including accommodation changes. Accordingly, all fares, schedules, itineraries, hours of arrival and departure, air schedules, and special programs are subject to change without notice at any time. Under no circumstances shall GCRC or ARM be liable to you for any loss, cost, expenditure, damage or other compensation arising from any reasonably necessary modification, alteration, or substitution of services.

9. Supplier's Liabilities

GCRC acts as an agent for and makes arrangements with airlines, hotels, bus lines, and other third-party service providers (collectively, "Suppliers") to provide you with non-rail travel services and accommodations. Although great care is taken in choosing Suppliers, we are unable to directly control them and therefore you agree that we shall not be liable for any Supplier's acts or omissions. The travel services provided by the Suppliers may be subject to conditions imposed by such Suppliers, and their liability to you may be limited by their tariffs, conditions of carriage, international conventions, or other agreements.

10. Company Liability and Guest Indemnity

You assume all risks associated with or arising out of your Itinerary, and you waive and release all claims that you may have or acquire against GCRC and ARM and each of their respective affiliates, officers, directors, employees, and agents (all of whom are collectively referred to as the "Releasees") arising from or related, directly or indirectly, to the Itinerary, including claims arising from the negligence of any Releasee, and including (without restriction) claims for or arising from personal injury, death, property damage, delay,

inconvenience, advertising, misrepresentation, loss of revenue or profit, loss of enjoyment, upset, distress, or frustration, whether physical, mental, or otherwise, expenses, travel, or accommodation costs, claims for punitive damages, claims for unjust enrichment, profits, waiver of tort, non-monetary loss, injunctive relief, or any other form of remedy, subject only to the limited claims in respect of loss of luggage or cancellation by GCRC set out in Section 2 of this Agreement. You hereby indemnify, hold harmless and irrevocably and forever release and discharge the Releasees from any and all such liability.

GCRC will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from (i) an act(s) and /or omissions of a third-party not connected with the provision of arrangements and which were unforeseeable or unavoidable; or (ii) any service or facility not arranged by GCRC as part of the Itinerary; or (iii) a "force majeure" event as defined in Section 11 of this Agreement.

It is expressly agreed and acknowledged as between GCRC, ARM and you that each party will perform their obligations under this Agreement and shall be held fully accountable for doing so.

Limitation of Liability

You agree that the maximum liability of GCRC and ARM, collectively, to you for any liability arising from your Itinerary shall not exceed twice the amount received by GCRC in respect of your Itinerary.

For UK Guests booking directly through GCRC (UK) Ltd. or via a UK Travel Agent only

The responsibility and obligations of the Parties with respect to indemnification, liability and any limitations on liability as contained herein shall be interpreted and applied in full accordance and compliance with the *Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR")*. In the event of any conflict or inconsistency between this agreement and the PTR, the PTR shall at all times govern and prevail.

11. Force Majeure

Neither GCRC nor ARM shall be considered or deemed to have defaulted under or breached in any way this Agreement, if GCRC's or ARM's performance is prevented or delayed by any act of God, flood, fire, earthquake, disaster, disease, epidemic, pandemic (including COVID-19 and any variant thereof), quarantine, Government Action (defined below), war, civil commotion, attack (including terrorist attack), sabotage, protests, strikes (or other labour relations matters), accidents, weather, traffic, airport conditions, inability to obtain necessary materials or labour, lack of performance by third-party suppliers, by any other cause of any kind whatsoever beyond GCRC's or ARM's reasonable control (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, GCRC's and ARM's performance of their obligations pursuant to this Agreement will be suspended until the travel season following the Force Majeure Event. "Government Action" in this Agreement refers to any governmental or administrative restriction, action, advisory, order,

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declaration, ban, guideline, regulation, ordinance or law, whether coming into effect prior to, during or following the consummation of this Agreement. For greater clarity, and without in any way limiting the foregoing, any circumstance in which an Itinerary or portion thereof becomes contrary to any Government Action, including any governmental advisory, shall constitute a Force Majeure Event.

In the event that a booking is cancelled due to a Force Majeure Event, GCRC will be unable to offer any refund or price reductions, compensation or reimbursement of any additional expenses incurred by you as a result of such cancellation or change.

Should a Force Majeure Event occur during a trip, GCRC and ARM reserve the right to alter the tour program as required depending upon the circumstances, without offering any refunds, price reductions or compensation. Specifically, there will be no refund offered for the unutilized portion of any trip.

12. Governing Law

This Agreement and any non-contractual rights and obligations of the parties under or arising from or in relation to your booking and any agreement to which they apply shall be governed exclusively by and shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

13. Arbitration

The Parties shall make all reasonable efforts to resolve disputes by amicable negotiations and agree to provide frank, candid and timely disclosure of all relevant facts, information and documentation to facilitate those negotiations. If the Parties are unable to resolve their dispute through such negotiations within a period of ninety (90) days, then upon written notice from one Party to the other Party, any such disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre, pursuant to its Domestic Rules, before a sole arbitrator. The place of arbitration shall be Vancouver, British Columbia.

For UK Guests booking directly through GCRC (UK) Ltd. or via a UK Travel Agent only, the Complaints process outlined in Section 14 below may be subject to the PTR and the Association of British Travel Agents ("ABTA") ADR process.

14. Complaints

Should you have any complaints or encounter any problems during your journey with GCRC or ARM, please bring such issues to the attention of the Onboard Manager immediately. In the event that the Onboard Manager is unable to resolve your issue, the matter will be escalated up to GCRC's Guest Experience Centre. If your matter remains unresolved, please contact the Guest Experience Centre no later than three (3) weeks of your return from the trip, providing details of your booking reference and nature of your complaint. Any delay beyond the stipulated three (3) weeks may adversely impact our ability to investigate and address your complaint and may impact the way in

which your complaint is dealt with. If the complaint pertains to the booking process or services delivered outside of the train, please reach out to the Guest Experience Centre as well. The Guest Experience Centre can facilitate communication with the guest and assist in the resolution of the complaint.

15. Third Party Services

It may be possible for you to independently book a local excursion or other third-party services during your trip from another supplier, which does not form part of your booking. Such excursions or services will be provided by third parties over whom we have no control over, and do not form part of your Itinerary. Accordingly, you agree that we do not have any responsibility for the provision of those services to you, nor do we accept any liability if you suffer loss or damage whilst on such third-party excursions or any other service or facility which a third-party supplier, other than GCRC, agrees to provide to you. GCRC shall not be held responsible or liable to reimburse you for any expenses, costs or charges imposed upon you by such third-party suppliers of such excursions and services under their contract with you.

16. Prohibited Individuals

If you (or any other individual included in your booking) is or becomes at any time a Sanctioned Person (as defined below) or is otherwise identified by a governmental authority as a person with whom GCRC is prohibited from transacting business with, we shall have the right to cancel your booking without incurring any liability to you (or any other individual included in your booking). We will only be required to provide with a refund where we are permitted to do so under applicable laws. A "Sanctioned Person" means a person or entity (i) included on any of the lists issued or maintained, amended, supplemented or substituted from time to time by the UK, US, Canada, EU, any EU Member State, the United Nations and/or any other governmental authority worldwide (and in each case their respective judicial or regulatory institutions, agencies, departments and authorities) designating or identifying persons or entities that are subject to sanctions or restrictive measures, or (ii) otherwise identified by the UK, US, Canada, EU, EU Member States, United Nations and/or any other governmental authority worldwide (and in each case their respective judicial or regulatory institutions, agencies, departments and authorities) as being subject to sanctions and/or restrictive measures.

17. Entire Agreement

This Agreement and any additional documents referenced herein constitute the entire agreement between you, GCRC and ARM with respect to your booking and supersedes any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

18. Enforceability of Terms

Should any term or provision of this Agreement be held or deemed to be invalid or unenforceable, in any jurisdiction, such invalidity and unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. A finding invalidity

and unenforceability shall be construed in a manner so as to maintain as much of the original intent of the drafting of this Agreement as reasonably as possible. Provisions not otherwise held or deemed to be invalid or unenforceable shall remain in full force and effect.

19. Acceptance of Agreement

Please read carefully, print and/or save this Agreement and the documents linked herein. This Agreement and all documents linked to this Agreement shall take immediate effect following your click on the "Agree and Accept" button below. By clicking on the "Agree and Accept" button, you expressly agree to be fully and legally bound by this Agreement. This Agreement does not have to be signed to be binding on the Parties.

By clicking the "Agree and Accept" button below, I hereby:

- (i) Agree and warrant that I fully understand, accept and consent to the terms and conditions of this Agreement and GCRC's [Privacy Policy](#).
- (ii) Specifically and expressly consent to the collection, storage and usage of my personal information by GCRC and its affiliates, including my usage and consumer behavior (by the use of cookies, web beacons, program data and booking data) in a manner and for reasons as set out in and consistent with GCRC's Privacy Policy and to the safe and secure transmission of my personal information in accordance with GCRC's Privacy Policy.
- (iii) Expressly instruct GCRC to communicate specific information about me to third parties in accordance with GCRC's Privacy Policy.

I hereby consent to GCRC's use of my personal information in accordance with Section 29 (Privacy and Data Protection) and agree to be bound by the terms of the GCRC Privacy Policy.

You indicate your "acceptance" of this Agreement by clicking the "Agree and Accept" button below:

Agree and Accept