TERMS & CONDITIONS: 2028 Travel Year

Updated July 7, 2026

ROCKY MOUNTAINEER

GENERAL TERMS & CONDITIONS

The following terms and conditions (this "Agreement") pertain to your travel, your Itinerary (defined below), and the booking and payment for your Itinerary with Great Canadian Railtour Company Ltd. ("GCRC") operating as Rocky Mountaineer. This Agreement shall be applicable to Great Canadian Railtour Company (U.S.) Ltd.; Great Canadian Railtour Company Ltd.; GCRC (Aus) Pty Ltd. and Great Canadian Railtour Company (U.K.) Ltd. You agree and understand that if you do any of the following: (a) accept these terms & conditions by clicking an electronic box or by any other means; (b) pay any deposit or fare to any person for an Itinerary with GCRC or (c) travel onboard Rocky Mountaineer, then 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 as a contract between you and GCRC. Your "Itinerary" is defined as follows: all service and 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 your name in connection with your GCRC itinerary.

You expressly and unequivocally agree and acknowledge that, in respect of your Itinerary, you are contracting solely and directly with GCRC, a Canadian entity, and no other related, associated or affiliated entities notwithstanding the fact that payment in respect of an Itinerary may be collected or processed by parties other than GCRC.

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

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

GCRC has taken reasonable care to ensure that the information included in this Agreement, and on its website https://www.rockymountaineer.com/ and all associated sub-pages (the Website) is accurate and complete. Please note, however, that GCRC does not warrant or guarantee the accuracy or completeness of the information provided on the Website. The information on the Website may be changed or updated without notice. In the event of any inconsistency between this Agreement and any applicable third-party conditions and/or international conventions, 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, along with airline and cruise ship operators, reserve the right to refuse boarding without adequate ID. GCRC is not responsible for guests refused entry into Canada because of inadequate documentation or for any other reason. 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 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 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 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 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 is checked at the owner's risk. GCRC is 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's combined maximum liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of $500 CAD per piece of checked luggage. GCRC will not 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. GCRC is not liable for any loss or damage with respect to carry-on luggage, items transported for or belonging to other persons, or items intended for sale. GCRC is 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 electronically at least 45 days prior to departure. If a booking is made within 45 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 the 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 is not responsible for any missed connections.

5. Photographs and Recordings

You agree that you will utilize any photographs, video, film, or other visual or audio recordings made during your 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, and passport numbers is fully accurate. GCRC 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. We encourage you to review GCRC's Privacy Policy https://www.rockymountaineer.com/terms-conditions/privacy-policy.

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 GCRC are suitable for all guests. Our Vacation Consultants 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 incurred as a result of a guest's failure to provide details of his or her needs and requirements. GCRC shall have no obligation to provide a refund to the guest in this circumstance. 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 https://www.rockymountaineer.com/preparing-to-go/accessibility-and-mobility 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 detrain those guests. Guests who are detrained 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 detrained 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 detraining. You will be held solely and exclusively responsible and you expressly agree to indemnify and hold harmless GCRC 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 Rocky Mountaineer. If you require a Service Animal to accompany you on your Itinerary, please submit a request to us by submitting the service animal form here: https://www.rockymountaineer.com/service-animal-form, at the time of booking, or a minimum of 60 days prior to travelling onboard 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 and their onboard personnel. Consumption of personal alcohol is not permitted onboard Rocky Mountaineer trains at any time. If, in the opinion of GCRC 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 detrained and the associated limitation of liability set out in Section 6 (Behavior) 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 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, we will notify you directly. GCRC reserves 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 (Force Majeure). If it becomes necessary to make such a change, GCRC agrees 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 be liable to you for any loss, cost, expenditure, damage or other compensation arising from any reasonably necessary modification, alteration, or substitution of services, subject only to the limited claims in respect of cancellation by GCRC set out in Section 12 (Cancellation Policies) of this Agreement.

9. Supplier's Liabilities

GCRC acts as an agent for and makes arrangements with 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. All services provided in connection with your Itinerary, including services provided by affiliates and Suppliers, are subject to the terms of this Agreement, including but not limited to limitation of liability, forum and governing law provisions as prescribed herein.

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 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 Sections 2 (Luggage) and 12 (Cancellation Policies) 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 (Force Majeure) of this Agreement.

It is expressly agreed and acknowledged as between GCRC, 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 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

GCRC shall not be considered or deemed to have defaulted under or breached in any way this Agreement, if GCRC'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, or by any other cause of any kind whatsoever beyond GCRC's reasonable control (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, GCRC's performance of their obligations pursuant to this Agreement will be suspended until the cessation of the Force Majeure Event, and we reserve the right to cancel any Itinerary scheduled, in whole or in part, to take place during a Force Majeure Event. "Government Action" in this Agreement refers to any governmental or administrative restriction, action, advisory, order, 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 an Itinerary 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 reserves 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 un-utilized portion of any trip.

12. Cancellation Policies

Please refer to the Deposit and Refund Schedule below:

Deposit and Refund Schedule		
Days prior to departure	Deposit per person	Refund Policy
61+	20% of Itinerary price	20% of Itinerary price is non-refundable
46-60	100% of Itinerary payment due	50% of Itinerary price is non-refundable
0-45	100% of Itinerary payment due	100% of Itinerary price is non-refundable

Cancellation by GCRC: GCRC may, in its sole discretion, cancel an Itinerary or any portion thereof at any time, prior to departure. For any Itinerary cancelled by GCRC, other than as a result of a Force Majeure Event, GCRC will refund any deposit or other amounts paid by you to GCRC, directly or indirectly, in respect of your Itinerary or, where appropriate, a reasonable pro rata share thereof. In the event of cancellation of an Itinerary in progress, GCRC may select and make available alternative transportation by bus or other means from the point of cancellation to the location where the rail portion of the cancelled Itinerary was scheduled to conclude, or the place of its commencement, and reasonable accommodation (if any) required in the course of that return transportation. In no circumstances will GCRC be liable to provide or pay for any further payment, compensation, transportation, or accommodation including (without restriction) further transportation to your home or any other location. Except as specifically provided in this paragraph, the cancellation of an Itinerary or portion of an Itinerary by GCRC will be subject to the limitation of liability contained in Section 10 (Company Liability and Guest Indemnity) of this Agreement.

Cancellation by you: If you cancel a confirmed reservation, notification from you or your travel agent must be received by GCRC by telephone or email to:

reservations@rockymountaineer.com.

Travel professionals may e-mail: sales@rockymountaineer.com

Please see the Deposit and Refund Schedule for refund policies. Refund eligibility will be assessed per person and based on the date the cancellation notice is first received. There will be no exceptions to the refund policies.

Refund Policy: Requests for refunds must be directed in writing to your travel agent or GCRC. Refunds will be in the same currency as the final payment and deposit. Unless stated otherwise, no refunds will be made because of airline delays, unused services, or other acts beyond the sole control of GCRC.

Subject to this Agreement and any applicable international conventions, to the extent permitted by law, GCRC shall not be liable for; (i) missed connections, or (ii) any loss or damage incurred by you and/or your luggage arising from the cancellation, non-arrival, lateness, delay or change to your trip or any other service or for any loss or damage arising from such cancellation, non-arrival, lateness or delay. We are not responsible for compensating you for any expenses or losses you may incur as a result of a change or cancellation.

BOOKING TERMS & CONDITIONS

13. Website Pricing

GCRC endeavours to ensure that all the information and pricing, both on our website and in our brochures, is accurate. However, occasionally changes and errors occur and we reserve the right to correct pricing and other written details relating to arrangements, whether displayed by us or travel agents, in such circumstances.

GCRC cannot be held responsible for any price changes that may occur and reserves the right to increase the price of any travel arrangement up to the date of booking confirmation. This includes, but is not limited to, exchange rate adjustments and fuel surcharges. Deposits along with final payments must be in the same currency as the booking. Changes to bookings such as alterations of services, or cancellations are charged in the same currency of the original booking, and each change is subject to the current pricing as per the date of change. Prices displayed are per person based on double occupancy. Prices for singles, triples, and quads are available upon request.

Exchange Rate. The exchange rate used in calculating website prices has been determined by GCRC based upon the currency exchange rate in effect at the time when the applicable booking deposit or balance payment is made.

14. Sales and other taxes

All prices are subject to sales and other taxes which vary by jurisdiction and product, including without limitation, goods and services tax at the rates applicable at the time of invoicing. GCRC reserves the right to adjust invoices to reflect any changes to the applicable rates of taxation that occur due to changes in law or regulation outside of GCRC's control, including where changes are enacted, become effective, or are applied retroactively.

You will be charged on confirmation of your booking. At the time of booking all taxes will be finalized and applied to your final invoice and viewable on your final booking confirmation.

15. Product and Service Exclusions

The following costs, unless otherwise specified, are not included in any prices posted or advertised by GCRC: Sales and other taxes, fuel surcharges, transfers, gratuities, alcoholic beverages, meals, room service or other hotel incidentals, items of a personal nature, and all other items not specified in the description of the applicable Itinerary. We reserve the right to pass on any additional costs charged by our suppliers.

16. Deposit, Payment, and Changes

A deposit must be received at the time of booking to confirm your reservation and must be in the same currency as the booking. See the Deposit and Refund Schedule in Section 12 – Cancellation Policies for the deposit amount. Final payment must be received no later than 60 days prior to the date of departure.

GCRC accepts payments via American Express, MasterCard, VISA, JCB, Discover, Enett, China Union Pay, and Diners Club. Final payment must be in the same currency as the deposit and booking. Payment by cheque is not accepted.

You expressly agree and acknowledge that under no circumstances shall a booking once made, be eligible for any subsequent promotion.

Credit Card Bookings

To confirm your reservation, credit card payment authorization can be made verbally by phone at 604.606.7245. Authorization to use a credit card number indicates your acceptance of our booking terms and conditions.

All credit card payments shall be charged in the same currency as the initial booking. Some credit card issuing banks may charge an additional fee for this type of transaction. Check with your bank to see if any fees are applicable.

Change Fee: A per person fee will be applied to each change, including a name change, made to an Itinerary once the original booking has been confirmed.

Changes to your Itinerary, including a name change, requested more than 61 days from departure date may be accepted at GCRC's sole discretion. Such changes may be subject to administrative fees and/or additional charges.

No Itinerary changes are allowed within 61 days of your Itinerary departure date. If you wish to change your Itinerary within 61 days of your Itinerary departure date, you must cancel and rebook your Itinerary. Please refer to our cancellation policies for further information.

Notwithstanding anything to the contrary under this Agreement, changes to Itinerary departure dates are not permitted. If you wish to change your departure date, you must cancel and rebook your Itinerary. Please refer to our cancellation policies for further details.

These fees will be charged in the same currency as the original booking. Exchange rate and applicable taxes will be applied at time of booking change.

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

GCRC operates as an authorized agent of Great Canadian Railtour Company (U.K.) Ltd. for the purpose of collecting payment for holiday packages.

To provide financial security, Great Canadian Railtour Company (U.K.) Ltd. offers financial protection for our package holidays through a bond maintained with the Association of British Travel Agents ("ABTA"), ensuring compliance with UK travel regulations and safeguarding customer funds.

Bookings Through Travel Agents.

If your booking is made through a Travel Agent, any payments made to the agent on your behalf for Rocky Mountaineer services will be held by the agent on your behalf until we issue a Confirmation Invoice. At that point, the agent will transfer the funds to us, after which we assume responsibility for holding them in accordance with applicable consumer protection laws.

17. Insurance

It is strongly recommended that you purchase trip cancellation insurance to protect your holiday investment; talk with your Vacation Consultant to find out what options you have. It is recommended that you carry a copy of your travel insurance policy stating clearly the company, policy number and 24-hour medical emergency telephone number. Availability of a copy of the policy would be helpful in case of any emergency. GCRC shall not be held responsible if you purchase an inadequate insurance policy. You are making your booking in full knowledge that acquiring trip cancellation insurance is recommended. Any liability which we may have to you shall not be increased as a result of your choice to travel without adequate insurance coverage.

Should you upgrade and increase the total cost of your Itinerary, make sure you upgrade your insurance coverage to ensure the total amount of your trip is covered. Specific terms, limitations, and conditions apply to all travel policies purchased.

Please ensure you understand your policy before you travel.

18. Last-Minute Bookings

Last-minute bookings are welcome; however, at the time of request, a credit card guarantee of full payment is required. Last-minute package bookings require a minimum of two business days to request and confirm availability. Upon confirmation of availability of a requested last-minute booking, the full credit card payment will be processed. All payments in respect of a last-minute booking are non-refundable.

19. Governing Law

This Agreement and any non-contractual rights and obligations of the parties including any and all disputes under or arising from or in relation to your booking, your Itinerary, this Agreement, or your travel experience with GCRC, whether sounding in contract, tort, statute or otherwise 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. The forum selection and this Section 19 - Governing Law are intended to cover all claims against GCRC, or any affiliated entity, arising out of or related to any Itinerary.

20. 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 21 below may be subject to the PTR and the ABTA ADR process.

21. Complaints

Should you have any complaints or encounter any problems during your journey with GCRC, 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 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.

22. Warranties and Limitations

GCRC specifically disclaims all warranties with respect to the Website or your use thereof, express, implied, or otherwise, including, without limitation, all warranties of merchantability and fitness for a particular purpose. GCRC shall not be liable for any damages resulting from the use or misuse of the Website or the information on the Website. This disclaimer, limitation of liability and exclusions contained herein shall apply irrespective of whether the damages arise from (i) breach of warranty; (ii) negligence; (iii) breach of this Agreement; and (iv) any other cause of action to the extent such limitations and exclusions are not rendered invalid by applicable law. For greater certainty, no warranty or representation is being made to you by GCRC in respect to the suitability or safety of any particular destination. The information provided on the Website and in other promotional materials is presented with the understanding and intention that GCRC is expressly not providing professional advice of any kind.

23. Website Links

The Website may provide links to third-party websites. When you "click" on any of these third-party websites, you are leaving the Website and entering the third-party website and GCRC shall have no liability or responsibility to you for such other websites (save and accept those that belong to GCRC). In case of third-party products, services and advertisements displayed on the Website, GCRC shall not in any way be liable for the contents, quality or safety of such third-party products, services or advertisements, nor shall GCRC in any way be responsible or liable for any loss, damage or injury sustained by you as a result of you availing yourself of such third-party products or services advertised by third parties on the Website. GCRC does not in any way or in any manner endorse the third-party products or services advertised on the Website. Guests are solely responsible for verifying the content and information provided in such advertisements before making any decisions based on such information.

24. 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 were not advertised in GCRC promotional brochures or on the Website, from third-party suppliers. Such arrangements do not form a part of your booking. Such excursions or services will be provided by third parties over whom we have no control, and do not form part of your Itinerary. Accordingly, you expressly 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.

25. Assignment of Claims

In the event that you or any other individual on behalf of whom you have made a booking has a direct legal claim against a supplier, in connection with a booking made with GCRC, which concerns a refund, compensation or other loss or damage, and we agree, in our sole discretion, to pay a mutually agreed upon sum to you in satisfaction of such claim (whether as a result of a concurrent legal obligation which we may have to you or otherwise), you agree that upon such payment being made to you, you shall assign your rights, title, interest and benefit in and to such legal claims to GCRC upon our request.

26. 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). 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.

27. Entire Agreement

This Agreement and any additional documents referenced herein or terms posted on the Website relating to the contents hereof together constitute the entire agreement between you and GCRC with respect to your Itinerary and supersede any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

28. Enforceability of Terms

Should any term or provision of this Agreement be held or deemed to be invalid or unenforceable in any applicable 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 applicable jurisdiction. A finding of 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.

29. Privacy and Data Protection

GCRC firmly believes and is fully committed to protecting the personal information provided to us by you while making your booking and we respect and value your right to privacy. GCRC is committed to the protection of all personal information collected and used by GCRC in managing and performing our contractual obligations in the delivery and performance of our services. The legal basis for the collection, processing, usage, sharing and storage of your personal information and data when you are making a booking with us is more thoroughly described in GCRC's Privacy Policy https://www.rockymountaineer.com/terms-conditions/privacy-policy. Please read the Privacy Policy before proceeding further with your booking to learn more about GCRC's information handling and privacy practices. Any questions or enquiries concerning the Privacy Policy or GCRC's information handling and privacy practices are to be addressed in writing to the Privacy Office at: privacyofficer@thearmstrongcollective.com.

Please note that personal information (such as your name, address, telephone number, travel details, passport number etc.) that we collect shall not be shared with anyone else, except as required under law. Notwithstanding the foregoing, it will be necessary for GCRC to share personal information with our third-party providers who will be providing some of the services to you during your trip, or if we receive an order of the court, a requisition from any governmental or statutory authority, subpoena, or under any applicable law, rule or regulation, such disclosure becomes necessary and unavoidable.

GCRC shall take all reasonable measures to protect and maintain the security of personal information provided by you. Please note that in regard to any personal information that is shared by you over electronic means of communication (such as e-mails), we shall not be responsible for the safety or security of such mode of communication and for the personal information provided therein.

Information concerning GCRC, its business, products, services, employees, guests, agents, or others on whom data is collected, stored, or processed is the express property of GCRC and will be treated by GCRC as confidential except for any necessary disclosures required by law.

30. Acceptance of Agreement

Please read carefully, print and/or save this Agreement and documents linked herein. Your access to the Payment Screen, by which you will finalize your booking and purchase, is conditioned upon your express acceptance of the terms and conditions of this Agreement. By accessing and processing your booking and purchase through the Payment Screen, you agree to be fully and legally bound by this Agreement. If you disagree with any part of this Agreement, then you are free to discontinue your booking and purchase at this point.

In addition to any other method of acceptance set out herein, this Agreement and all documents linked to this Agreement shall take immediate effect and be binding upon you once you travel onboard Rocky Mountaineer or following your payment of any deposit or fare for an itinerary with GCRC. This Agreement does not have to be signed to be binding on the Parties.

You:

(i) Agree and warrant that you fully understand, accept and consent to the terms and conditions of this Agreement and GCRC's Privacy Policy https://www.rockymountaineer.com/terms-conditions/privacy-policy.

(ii) Specifically, and expressly consent to the collection, storage and usage of my personal information by GCRC and its affiliates, including your usage and consumer behaviour (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 your personal information in accordance with GCRC's Privacy Policy https://www.rockymountaineer.com/terms-conditions/privacy-policy.

(iii) Expressly instruct GCRC to communicate specific information about you to third parties in accordance with GCRC's Privacy Policy https://www.rockymountaineer.com/terms-conditions/privacy-policy.