

TERMS AND CONDITIONS

Nimmo Bay Resort Ltd. (referred to in this document as “**Nimmo Bay**”, “**us**”, “**we**”, or “**our**”), a company located at 1978 Broughton Blvd., Port McNeill, British Columbia, V0N 2R0 (the “**Property**”) will be pleased to provide you (referred to in this document as either “**you**” or “**your**”) and members of your party luxury accommodation and outdoors activities at the Property on the terms and conditions set out in this document.

PAYMENT POLICIES

DEPOSIT & FINAL BALANCE

You will provide us with a deposit of 35% (the “**Deposit**”) of the final booking price (the “**Final Booking Price**”) as listed on the booking confirmation from Nimmo Bay (the “**Booking Confirmation**”) in order to secure a trip reservation with Nimmo Bay (a “**Trip Reservation**”) immediately upon making the Trip Reservation. The balance of the Final Booking Price is due 90 days before the anticipated start date as listed on the Booking Confirmation (the “**Start Date**”).

PAYMENT TERMS & CONDITIONS

All prices listed in the Booking Confirmation and in this document are in Canadian dollars. We may accept payment from you in United States dollars (“**USD**”) at the currency conversion rate that we set in our discretion. If we agree to accept a payment from you in USD, then you agree to pay us an additional currency conversion fee of 1% of the amount of such payment. We accept Canadian dollars payments in the form of cheques, bank transfers, and Flywire. We accept USD payments in the form of cheque and wire transfers.

RESERVATION/CANCELLATION

By making a Trip Reservation, you accept and agree to the cancellation and no-show policy of Nimmo Bay. If you cancel a Trip Reservation fewer than 90 days in advance of the Start Date, the entire Final Booking Price will be non-refundable.

If you cancel a Trip Reservation more than 90 days in advance of the Start Date, the Deposit will be non-refundable but Nimmo Bay will provide a voucher for the value of deposits paid to date, minus a \$350 CAD per person cancellation fee. The voucher can be used as credit towards a future booking, does not expire and is transferable to another person or group.

Nimmo Bay reserves the right to cancel or modify a Trip Reservation where it appears that you or a member of your party has engaged in fraudulent or inappropriate activity (as determined in the sole discretion of Nimmo Bay) or under other circumstances where it appears that the Final Booking Price or terms of a Trip Reservation contain or resulted from a mistake or error, however caused.

ACCOMMODATION POLICIES

MINORS

Nimmo Bay is an all-ages resort, and as such, welcomes guests who are under 19 years old (a “**Minor**”). If your group includes any Minor, then it is your sole responsibility to monitor and supervise the Minor at all times and to obey the instructions of Nimmo Bay staff in respect of yourself and the Minor at all times. You agree to cause any Minor under the age of 7 to wear a life jacket provided by Nimmo Bay at all times while on the docks located on the Property.

Nimmo Bay does not condone the use of alcohol or cannabis by a Minor. By making a Trip Reservation, the Guest acknowledges that he or she has been advised that the legal consumption age in British Columbia is 19 and, in consideration of Nimmo Bay accepting the Trip Reservation, hereby waives any and all claims that the Guest have or may in the future have against Nimmo Bay in relation to the consumption of alcohol or cannabis by a Minor on or near the Property, to release Nimmo Bay from any and all liability for any loss, damage, expense or injury, including death, that the Guest or the Guest’s next of kin may suffer, as a result of consumption of alcohol or cannabis by a Minor on or near the Property, and to indemnify and save harmless Nimmo Bay from any claims against of losses by Nimmo Bay or any of its directors, officers, employees, agents and affiliates arising from or in any way connected with the consumption of alcohol or cannabis by a Minor from such Guest’s group.

LUGGAGE

Due to limited storage space on transporting aircrafts to and from the Property, the maximum weight of your luggage and the luggage of each member of your party, respectively, is 35 pounds. If you or a member of your party requires extra luggage weight, you must inform Nimmo Bay in writing of such requirement at least 14 days prior to the Start Date. We reserve the right in our sole discretion to refuse to accommodate any requests for additional luggage weight.

ENHANCEMENT POLICIES

ENHANCEMENT CANCELATION

If you cancel any of the activities or enhancements provided by Nimmo Bay (the “**Cancelled Enhancement**”) fewer than 90 days prior to the Start Date, Nimmo Bay will retain the full amount due for the Cancelled Enhancement (the “**Cancelled Enhancement Cost**”) as listed on the Booking Confirmation.

If you cancel the Cancelled Enhancement more than 90 days in advance of the Start Date the enhancement is non-refundable but Nimmo Bay will provide a voucher for the value of deposits paid to date. The voucher can be used as credit towards a future booking, does not expire and is transferable to another person or group.

Nimmo Bay will refund any refundable amounts to you within a reasonable amount of time after receiving the Cancelled Enhancement cancellation notice from you. Nimmo Bay reserves the right to cancel or modify an Enhancement where it appears that you or a member of your party has engaged in fraudulent or inappropriate activity (as determined in the sole discretion of Nimmo Bay) or under other circumstances where it appears that the Final Booking Price, the Enhancement

Costs, or the terms of a Trip Reservation contain or resulted from a mistake or error, however caused.

PREGNANCY POLICY

Unless you or the relevant member of your party provides Nimmo Bay with a written consent note from a qualified physician and an acknowledgment of the risks associated with the activity, Nimmo Bay reserves the right to deny participation by pregnant guests in outdoors adventure events, including, but not limited to the following events: hiking, receiving a massage, riding a helicopter, free diving, using a sauna, or using a hot tub.

DRUG & ALCOHOL POLICY

You acknowledge and agree that whenever present on the Property or participating in an activity organized by Nimmo Bay, neither you nor members of your party will be impaired by any substance, including, but not limited to, alcohol, cannabis, illegal drugs and other controlled substances. Nimmo Bay reserves the right to deny participation by anyone that appears to be in contravention of its Drug & Alcohol Policy.

WAIVER POLICY

You and all members of your party are required to sign a Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement in the form acceptable to us prior to participating in any activity hosted by Nimmo Bay. Minors must have a parent or legal guardian sign the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement on their behalf. A copy of the aforementioned waiver will be available to you on written request to Nimmo Bay.

GENERAL POLICIES

DRONE USE

Due to considerations in relation to high volume of air traffic, guest privacy, and sensitive wildlife habitat on the Property, Nimmo Bay prohibits the use of all drones, or similar technology, at the lodge located on the Property. You agree that neither you nor any member of your party will use a drone or similar technology on or near the Property.

MEDIA POLICY

Nimmo Bay is committed to utilizing social media to enhance its profile and reputation, to listen and respond to guest opinions and feedback, and to drive revenue, loyalty and advocacy. Nimmo Bay authorizes the use of its name in association with any photos taken by you or members of your party at the Property. You are free to share these photos on their social media with the hashtag #nimmobay.

During your stay at the Property, you may be photographed and recorded on video and the recordings may be publicly broadcasted and reproduced online. You consent to these recordings and you agree to waive any rights you may have in the recordings in favor of Nimmo Bay. You

also acknowledge that Nimmo Bay may use your name, photograph, and likeness in connection with the advertisement and promotion of Nimmo Bay and on all related promotional materials.

GRATUITY

Gratuity is not included in the Final Booking Price. At the end of the trip, you will have the opportunity to leave a gratuity for the staff at Nimmo Bay. On average, a guest will typically leave 10-15% of the pre-tax booking costs as indicated on the Booking Confirmation.

FORCE MAJEURE

Neither party shall be liable for delays in performance of any obligation under this Trip Reservation that is caused by an act or occurrence beyond the reasonable control of such party including but not limited to acts of God, global pandemics or regional epidemics, war, civil disturbance, or extreme weather conditions (a “**Force Majeure Event**”). If a force majeure event occurs, the performance of the affected party shall be excused for the period of delay resulting from the force majeure event. If you are affected by a Force Majeure Event and your performance of your obligations under this Trip Reservation is delayed, Nimmo Bay will use commercially reasonable efforts to reschedule your trip, subject to any payment differentials (as determined in the sole discretion of Nimmo Bay).

LIMITATION OF LIABILITY

Our liability, for any and all causes arising out of this Trip Reservation, whether based in contract, tort, negligence, strict liability, or otherwise will, in the aggregate, not exceed the actual fees paid by you to us pursuant to the Trip Reservation. In no event will we be liable for incidental, consequential, punitive, indirect, or special damages, including, without limitation, any interruption or loss of business, profit, or goodwill. As a condition for recovery of any liability, you must assert any claim against us within three months after discovery or 60 days after the termination of the Trip Reservation, whichever is earlier.

GOVERNING LAW

The Trip Reservation and all disputes and controversies relating to or arising out of the Trip Reservation and these Terms & Conditions are governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. By making a Trip Reservation, you irrevocably attorn and submit to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waive objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.