

Aug 21, 2003

Contract of Carriage1.1.01

Rule 1 - Application of Conditions of Contract

Rules in this Contract of Carriage set forth the terms and conditions upon which MN Airlines LLC, d/b/a Sun Country Airlines, Sun Country, Sun Country Vacations, Vacations by Sun Country, SCA, SCV, VBSC or VSC (collectively, "Sun Country Airlines"), in consideration of the payment of the fare shown on the passenger ticket, agrees to provide passenger air transportation between origin and destination shown on the ticket. These rules constitute the conditions upon which Sun Country Airlines transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the Contract of Carriage.

Consequential Damages

Purchase of a ticket does not guarantee transportation. Sun Country Airlines shall in no event be liable for any indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of passengers and other services incidental thereto (except baggage liability as provided below) whether or not Sun Country Airlines has knowledge that such damages might be incurred.

Application Of Fares

Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled even when issuance of such tickets would produce a lower fare. When through or connecting passengers enplane at an intermediate point between the origin and destination shown on their tickets, Sun Country Airlines may require evidence, such as a boarding pass, of use of a preceding flight for the portion of the ticket from point of origin to intermediate point. Absent such evidence, Sun Country Airlines may require additional fare collection from the passenger for any difference between the fare paid for the ticket from origin to destination and the fare which would apply from the intermediate boarding point to the destination.

Employee Authorization

No employee of Sun Country Airlines has the authority to alter, modify or waive any provision of the Contract of Carriage or of this tariff unless authorized by a corporate officer of Sun Country Airlines. Sun Country Airlines appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of Sun Country Airlines. This rule supersedes any conflicting provision contained in the Contract of Carriage.

Reference

Reference to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.

Rule 5 - Definitions

Air Traffic Conference (ATC)	the division of the Air Transport Association responsible for coordinating interline operations and agreements between carriers/tour wholesalers/travel agents.
Applicable Adult Fare	the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable to the passenger's status; e.g. military fares, adult standby, etc.
Baggage	such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip and which is tendered by the passenger holding a valid ticket for travel on the flight for which the baggage is tendered.
Carrier	Sun Country Airlines or any other air carrier with which Sun Country Airlines has agreements for transportation services.
Charter/Public Charter	one-way or round-trip transportation by one or more direct air carriers which is arranged and sponsored by a charter/tour operator.
Charter/Tour Operator	anyone authorized to engage in the formation of groups for transportation on public charters.
Class of Service	the type of service compartments listed in Sun Country Airlines' published general schedule.
Continental United States	the District of Columbia and all states of the United States other than Alaska and Hawaii.
Contractor	any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.
Days	full calendar days, including Sundays/legal holidays, provided that for the purposes of notification the balance of the days upon which notice is dispatched shall not be counted and that for purposes of determining duration of validity the balance of the day upon which the ticket is used or flight commenced shall not be counted.
DOT	the Department of Transportation.
DOT Hazardous Materials Regulations	the Hazardous Materials Regulations issued by the Material Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations.
Flight Coupon/Coupon	ticket as used in this Contract of Carriage.
Government Transport Request (GTR)	a form used for ticket payment and travel authorization for passengers traveling on official business for the Federal Government of the US.
Group	is defined as the minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. All groups must be booked through the Sun Country Airlines group desk. Less than the minimum number of passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fare rule.
Immediate Family	spouse, children, stepchildren, parents, stepparents, brothers, stepbrothers, sisters and stepsisters.
Individual with a Disability	any individual who has a mental and/or physical impairment that, on a permanent or temporary basis, substantially limits one or more major life activity, has a record of such impairment or is regarded as having such impairment.

Aug 21, 2003

Contract of Carriage

1.1.03

Involuntary Refund	a refund made to a passenger who is prevented from using the carriage provided for by his/her ticket because of cancellation of his/her flight, inability of Sun Country Airlines to provide previously confirmed space, postponement or delay of flight or refusal of carriage as provided for in Rule 260.
Limited Release Baggage Tag	is attached to baggage which is considered fragile, unsuitably or inadequately packaged, perishable and/or received damaged. The baggage is accepted at the customers' risk and Sun Country Airlines will not accept liability should the item be damaged.
One Way	travel from one point to another.
Maximum Outside Linear Dimensions	the sum of the greatest outside length plus the greatest outside width plus the greatest outside height.
Military Passenger	military personnel of the US military agencies who are on active duty orders or who have been discharged from active military service within seven (7) days of travel.
On-line	air transportation on Sun Country Airlines only.
Open-Jaw Trip	any trip which is essentially of a round-trip circle-trip nature except that the outward point of departure and the inward point of arrival/the outward point of arrival and inward point of departure are not the same, or a segment or combination of the outward point of departure and the inward point of arrival/the outward point of arrival and inward point of departure which is not of a round-trip nature. In a double open-jaw trip both outward and inward points of arrival and departure are not the same.
PNR	Passenger Name Record.
Reroute	to arrange transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger or to honor the ticket or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than that designated thereon.
Round Trip	from Point A to Point B and back to Point A on the same fare class and carrier.
Routing	the carrier(s) and/or the cities and/or class of service and/or type of aircraft on which transportation is provided between two (2) points.
SCA	MN Airlines L.L.C. d/b/a Sun Country Airlines
SCV	Vacations by Sun Country.
Segment	that part of a journey from a passenger's boarding point to a deplaning point.
Standby Passengers	passengers who will be enplaned on a flight subject to availability of space at departure time and only after all passengers having reservations for such flight, and all passengers without reservations but paying fares other than adult standby fares, have been enplaned on such flight.
Stopover	a deliberate interruption of a journey by the passenger, agreed to in advance by Sun Country Airlines, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on: <ul style="list-style-type: none"> • the first flight on which space is available. • the flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via Sun Country Airlines as shown on the passenger's ticket provided, however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in Sun Country Airlines' official general schedule as departing within four (4) hours after arrival at such point.
Sun Country	MN Airlines L.L.C. d/b/a Sun Country Airlines
Sun Country Airlines	MN Airlines L.L.C. d/b/a Sun Country Airlines, Inc. and collectively, Sun Country, Sun Country Vacations, Vacations by Sun Country, SCA or SCV.

Ticket	<p>reservation and payment in full and, for the purpose of this Contract, a ticket may include but is not limited to:</p> <ul style="list-style-type: none"> • authorized ticket script • automated reservation • agent receipt of payment • voucher • electronic record (reservation) • interline passenger ticket and baggage receipt • passenger ticket coupon <p>Any of the above-mentioned items may be used as proof of purchase by Sun Country Airlines, its authorized agent or the passenger.</p>
Tour Conductor	<p>a person at least eighteen (18) years of age who is in charge of and guides a group for the duration of a tour.</p>
Transit Point	<p>a stop at an intermediate point on the route to be traveled (whether or not a change of planes is made) which does not fall within the definition of a stopover.</p>
Two-Hour Rule	<p>if a passenger misses his/her flight but presents himself/herself at the ticket counter or gate where his/her flight has departed within two (2) hours of the scheduled departure time of the flight shown on the passengers ticket, Sun Country Airlines will allow the passenger to standby for the next scheduled Sun Country Airlines departure at no additional charge.</p>
United States of America (USA)	<p>the fifty (50) federated states and the District of Columbia, Puerto Rico, US Virgin Islands (St. John, St. Thomas and St. Croix), American Samoa, The Canal Zone, Guam, Midway and Wake Islands.</p>
US Department of Defense	<p>the US Department of Defense, Army, Navy, Air Force, Marine Corps and Coast Guard.</p>
US Armed Forces/US Military Agencies	<p>the Army, Navy, Air Force, Marine Corps and Coast Guard of the United States of America; the respective academies of the Army, Navy, Air Force and Coast Guard and does not include the National Guard Bureau or the Reserve Officer Training Corps or members of the reserves not holding a valid Duty Armed Forces of the United States green identification card.</p>
USDA	<p>the United States Department of Agriculture.</p>
US Military Personnel	<p>(unless otherwise indicated) refers only to active duty military personnel and military personnel of the United States military agencies on active duty status and traveling on authorized furlough, leave or pass.</p>
VBSC/VSC	<p>Vacations by Sun Country.</p>
Wait List	<p>a list established by Sun Country Airlines of passengers who are either seeking space on a flight or traveling on a standby basis, standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.</p>

Aug 21, 2003

Contract of Carriage

1.1.05

Rule 10 - Passports and Visas

Each passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation and, unless applicable laws provide otherwise, will reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. No carrier is liable for any aid/information given by any agent/employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.

Subject to applicable laws and regulations the passenger must pay the applicable fare whenever the carrier, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country whether of transit or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger for unused carriage or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the carrier unless the law of such country requires that the fare be refunded.

Rule 25 - Personal Data

The passenger recognizes that personal data has been given for purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services in whatever country they may be located.

Rule 30 - Inter-Airport Transportation

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger. Baggage must be claimed and re-checked by the passenger.

Rule 35 - Refusals to Transport

Sun Country Airlines may refuse to transport or may remove at any point any passenger by reason of:

Government Request Or Regulations

Whenever such action is necessary to comply with any government regulation or to comply with any governmental request for emergency transportation in connection with the national defense or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitations acts of God, force majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported.

Search Of Passenger Or Property

Persons who refuse to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or articles.

Proof Of Identity

Persons who refuse on request to produce identification based on requirements consistent with government regulations.

Across International Boundaries

Persons who are traveling across any international boundary if:

- the travel documents of such passenger are not in order.
- for any reason such passenger's embarkation, transit through or entry into any country from, through or to which such passenger desires transportation would be unlawful.
- such passenger fails or refuses to comply with the rules and regulations of Sun Country Airlines.

Comfort And Safety

In the following categories whereof refusal or removal may be necessary for the comfort and safety of themselves or other passengers:

- Persons whose conduct is disorderly, abusive or violent.
- Persons who are barefoot.
- Persons who are unable to sit in the seat with the seat belt fastened.
- Persons who appear to be intoxicated or under the influence of drugs.
- Persons who are known to have a contagious disease as determined by the US Surgeon General and do not possess a medical certificate dated within ten (10) days of the flight which states he/she will not pose a threat to the safety of other passengers in the aircraft.
- Persons who have an offensive odor unless they are a qualified passenger with a disability and this odor is due to involuntary behavior. Sun Country Airlines reserves the right to re-accommodate passengers affected on request.
- Persons who require an onboard stretcher.
- Persons who require extensive special assistance in order to care for said passenger's physical needs and/or provision of medical needs during flight unless accompanied by a competent attendant responsible for care en-route without undue or unreasonable attention or assistance being required from flight crew members.
- Persons who are seriously ill and who cannot or refuse to provide a physician's written permission to fly.
- Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons provided, however, that Sun Country Airlines will carry passengers who meet the qualifications and conditions established in 14 CFR 121.585.
- Prisoners of the law.
- Persons who attempt to interfere with any member of the flight crew in the pursuit of his/her duties.
- Persons who fail to observe the instructions of the carrier.
- Any person who, in the sole judgment of Sun Country Airlines, cannot be transported safely.

Other Conditions Of Acceptance

- Persons who are pregnant and expecting delivery within seven (7) days unless Sun Country Airlines is provided a doctor's certificate dated within seventy-two (72) hours of departure stating the doctor has examined and found the passenger to be physically fit for air transportation.
- Infants aged seven (7) days or less.
- Sun Country is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule but Sun Country Airlines will, at the request of the passenger, refund in accordance with Rule 260 - Involuntary Refunds.

Rule 40 - Electronic Surveillance of Passengers and Baggage

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent or knowledge.

Rule 50 - Acceptance of Children

Unaccompanied

Children defined as under thirteen (13) years of age and at least five (5) years of age are accepted for a fee under the following conditions:

- Children as defined above will be accepted on scheduled/charter non-stop segments only.
- Destination is within the 48 contiguous states and Alaska.
- To be accepted for transportation the child must be brought to the airport no later than one hour prior to the scheduled departure by a parent or responsible adult who must remain with the child until enplaned and the aircraft is airborne and who must furnish Sun Country Airlines with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his/her destination.
- All travel must be on flights on which the child holds confirmed reservations from the airport of origin to the first point of stopover where the child is to be met by a parent or responsible adult upon deplaning.
- Sun Country Airlines will not confirm itineraries for unaccompanied children if the itinerary includes a down line connection. When an itinerary has been booked in violation of this policy and the child checks in the child may be denied boarding.
- Sun Country Airlines reserves the right to refuse to transport an unaccompanied child if the flight on which the child holds a reservation is expected to terminate short of or bypass his/her destination.
- Sun Country Airlines will assume no financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger.
- Sun Country Airlines will relinquish all guardianship responsibility upon arrival when the child is met by the designated parent or responsible adult.
- Passengers who are denied boarding for reasons such as lack of proper travel documents, proof of age for lap held children or unaccompanied children or non-notification of unaccompanied child status may forfeit all moneys paid for unused itinerary and for any other non-recoverable costs.

Children Traveling With Children

- A child at least fifteen (15) years of age may accompany or be the responsible guardian for only one (1) child between the ages of five (5) and thirteen (13) years of age.
- A child under thirteen (13) years of age and at least five (5) years of age is accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least fifteen (15) years of age.
- A child between the ages of thirteen (13) and seventeen (17) years of age cannot be responsible for any child between the ages of two (2) and five (5) years unless they are the parent of the child.

Lap Children

- Children between the ages of eight (8) days and twenty-four (24) months may fly free of charge.
- A copy of the child's birth certificate may be required.
- The child is not entitled to a seat but must be held by a ticketed adult.
- An infant bag is allowed to be carried on-board with the child and is not considered an additional carry-on for the adult.
- There is a limit of one (1) lap child per ticketed adult.
- A child between the ages of fifteen (15) and seventeen (17) years cannot travel with a lap child unless they are the parent of the lap child.
- One lap child per approved row.

Child Restraint System

A government approved hard-backed child safety seat and/or restraint device will be accepted for transportation in the passenger compartment when an additional seat is reserved for the infant, a ticket is purchased, and the seat can be properly secured by the seat belt. The parent or guardian is responsible for securing the restraint system and the child into the seat.

Fares

Children traveling unaccompanied must pay the applicable adult fare plus an additional service fee.

Escort Service

Sun Country Airlines does not provide an Escort Service.

Rule 55 - Service Animals

Sun Country Airlines will accept for transportation without charge a service animal trained to assist an individual with a disability when it accompanies the passenger with a disability into the cabin but the service animal will not be permitted to occupy a seat. Certain unusual animals that may pose unavoidable safety and/or public health concerns will not be transported.

Disabled passengers with service animals accepted under this rule will be seated in compliance with "14CFR382 - Non-Discrimination on the Basis of Disability in Air Transportation".

Sun Country Airlines will accept without charge a properly harnessed animal trained in explosive detection, drug detection or search and rescue when it is accompanied by its handler. Such animal will be permitted to accompany its handler in the cabin but will not be permitted to occupy a seat. The animal and its handler must be on official duty status and such status must be documented in writing to the satisfaction of Sun Country Airlines.

Rule 90 - Oxygen Service

Sun Country Airlines does not provide or allow passengers to bring continuous in-flight oxygen for a passenger's personal use on any of its flights.

Sun Country Airlines does not accept for transportation as baggage personal oxygen equipment as defined in 49 CFR, Parts 100-199.

Sun Country Airlines does accept for transportation as baggage approved Portable Oxygen Concentrators for a passenger's personal use during all phases of flight. Certain restrictions apply, and may be viewed on Sun Country's website (suncountry.com) or by contacting Sun Country's Reservations center.

Rule 95 - Time Limitations

Personal Injury And Death

No action shall be maintained for injury to or death of any passenger unless:

- written notice of the claim is given to Sun Country Airlines at any of its offices within forty-five (45) days after the alleged occurrence of the events giving rise to the claim unless the passenger can show good cause for failure to give such notice in a timely manner
- such action against Sun Country Airlines or any of its officers, agents or employees is commenced within one (1) year after the occurrence of the events giving rise to the claim.

Overcharges

No claims for overcharges shall be valid and no action shall be maintained thereon more than thirty (30) days after the expiration date of the ticket.

Governing Law

This Contract of Carriage shall be governed by and construed in accordance with the laws of Minnesota, disregarding that State's conflict of laws rules that may require the application of the laws of another jurisdiction.

Oct 31, 2006

Contract of Carriage

1.1.09

Limitation Of Liability

Sun Country Airline's liability for death or personal injury to passengers shall be subject to the limitations contained within the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 1999), as those rules might be amended. SCA does not stipulate to higher limits.

Nothing herein shall be deemed to affect the rights and liabilities of Sun Country Airlines with regard to any claim brought by, on behalf or in respect to any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger.

Rule 100 - Tickets

No person shall be entitled to transportation except upon proof of a valid paid reservation. Such proof shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.

Abuse Or Misuse Of Coupons

Use of coupons from two or more tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay) is not permitted. Sun Country Airlines agents and authorized travel agents are prohibited from issuing tickets, commonly referred to as "back to back ticketing," under such circumstances when there is obvious intent to abuse and/or misuse restricted round trip fares.

Agents found issuing such tickets may be liable for the difference between the fare paid and the fare for transportation used. Sun Country Airlines reserves the right to deny transportation to passengers found utilizing tickets in such manner unless the difference between the fare paid and the fare for transportation used is collected.

Non-Transferable Tickets

A ticket is not transferable but Sun Country Airlines shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, Sun Country Airlines shall not be liable for the destruction, damage or delay of such unauthorized person's baggage or other personal property or the death or injury of such unauthorized persons arising from or in connection with such unauthorized use.

Passenger Name On Ticket

The purchaser of a Sun Country Airlines ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the name of the passenger. Presentation of a ticket for transportation on Sun Country Airlines by someone other than the passenger named thereon renders the ticket void. Such ticket will be subject to confiscation and will be ineligible for any refund.

Rule 105 - Period of Validity

A ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin that is designated on the original ticket or if no portion of the ticket is used, from the date of issuance of the original ticket.

Exception: Tickets issued for fares subject to group travel requirements and/or maximum stay requirements and/or fare rules that call for a shorter period of validity than one (1) year the shorter period of validity applies to the excursion/special fare transportation only.

Extension Of Validity

In accordance with Rule 240 and Rule 260 if the passenger is prevented from using the ticket or a portion of the ticket during the period of validity specified in "Period of Validity" above or the period of validity applicable to an excursion or special fare due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to that which the passenger had requested.

If the passenger is unable to commence or continue travel due to a personal illness, physical incapacity or the illness or physical incapacity of a member of the passenger's immediate family or of an associate with whom he/she is traveling, the carrier may extend the period of validity beyond the original limit not to exceed thirty (30) days. The illness or incapacity must be certified in writing by a physician specifying that the passenger is prevented from completing the journey before the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the carrier and the ticket and all receipts affected must be endorsed by the agent to indicate that the extension has been granted.

Special Fare Provisions

The provisions below apply to the fares that are subject to group travel requirements and/or reservations or ticketing time limitations and/or minimum or maximum stay requirements.

Period of Validity

When a ticket includes an excursion or special fare having a shorter period of validity than one (1) year, the shorter period of validity applies only to the excursion or special fare transportation.

Rule 115 - Confirmation of Reservations

A reservation for space on a given flight will be honored when the availability and allocation of such space is confirmed by a reservation agent of Sun Country Airlines or its authorized representative. Subject to payment a validated ticket will be issued indicating such confirmed space. Such reservation is subject to cancellation by Sun Country Airlines without notice if the passenger has not obtained a validated ticket specifying his/her confirmed reserved space at least thirty (30) minutes prior to the scheduled departure time of the flight to which his/her reservation applies.

Exception 1: If the passenger agrees to purchase a validated ticket specifying his/her confirmed reserved space at a time earlier than the time limit specified above, such earlier time limit will be entered into Sun Country Airlines' reservation system. The reservation is subject to cancellation by Sun Country Airlines without notice if the passenger has not obtained a validated ticket specifying confirmed space prior to the agreed time in advance of the scheduled departure of the flight on which passenger has a reservation.

Exception 2: Where other rules provide for issuance, validation or purchase of a ticket more than thirty (30) minutes prior to scheduled departure time of the reserved flight the advance ticketing time limit specified in such other rule will apply.

Exception 3: Validated tickets shall not be honored if reservations are canceled pursuant to Rule 135 - Cancellation of Reservations or canceled by the passenger or his/her representative.

Because not all passengers holding confirmed reservations actually use those reservations, Sun Country Airlines flights are subject to overbooking which could result in Sun Country Airlines' inability to honor tickets for previously confirmed space on a given flight or for the class of service reserved. In the event, Sun Country Airlines' obligation to the passenger is governed by Rule 245 - Denied Boarding Compensation. The term "overbooking" as used in this rule means the acceptance of more confirmed reservations for a class of service on a given flight than the seating capacity of that class of service on the aircraft allows.

Rule 120 - Reservations and Ticketing Time Limits

Reservations requested from any Sun Country Airlines office or authorized agency will be accepted by Sun Country Airlines and ticketing time limits may apply.

Rule 135 - Cancellation of Reservations

Sun Country Airlines will cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation or to comply with any governmental request for emergency transportation in connection with the national defense or weather or other conditions beyond Sun Country Airlines' control.

Aug 21, 2003

Contract of Carriage

1.1.11

Failure To Occupy Space

If the passenger fails to occupy space which has been reserved for him/her on a Sun Country Airlines flight and Sun Country Airlines fails to receive notice of the cancellation of such reservations prior to departure of such flight or if any carrier cancels the reservation of any passenger in accordance with this rule, Sun Country Airlines will cancel all flight segments held by such passenger on the flights of Sun Country Airlines for continuing or return space provided Sun Country Airlines originally reserved that space.

Airport Check-In Time Limit

On the day of travel all passengers must present themselves along with proper identification at one of Sun Country Airlines' locations for check-in:

- If checking baggage - airport ticket counter twenty (20) minutes (MSP) or thirty (30) minutes skycap (MSP) and out station ticket counters thirty (30) minutes, prior to departure.
- If carrying-on or no baggage - airport ticket counter or departure gate podium twenty (20) minutes prior to departure

Passengers must check-in at least sixty (60) minutes (domestic flights) and ninety (90) minutes (international flights) prior to scheduled departure. Passengers not checked-in at the departure gate twenty (20) minutes prior to scheduled departure may be subject to reservation(s) cancellation.

Exception: Passengers traveling on domestic flights with battery-powered wheelchairs must present themselves at the departure gate at least one (1) hour before scheduled departure.

Misconnected Passengers

Sun Country Airlines will not guarantee passengers on connecting flights/other carriers.

Liability

Sun Country Airlines is not liable when it cancels the reservations of any passenger in accordance with this rule but:

- If such reservation were canceled pursuant to "Cancellations" and "Misconnect Passengers" outlined above, such carrier will take action as is provided in Rule 240 - Flight Delays/Cancellations (Confirmed Passengers) on page 21 of this contract.
- If such reservations were canceled pursuant to "Failure to Occupy Space" above, Sun Country Airlines will refund in accordance with Rule 270 - Voluntary Refunds on page 26 of this contract.
- If such reservations were canceled pursuant to "Airport Check-In Time Limit" above, Sun Country Airlines will reroute in accordance with the "Two Hour Rule" (See Rule 5 - Definitions on page 2) or will refund in accordance with Rule 270 - Voluntary Refunds on page 26 of this contract.
- The remedies in the above three bullet points shall be the sole and exclusive remedies for a passenger. The passenger shall have no claim in law or equity for compensatory or punitive damages.

Refusal Of Transport

Sun Country Airlines may refuse to transport any passenger for any of the rules stated in Rule 35 - Refusals to Transport on page 5 of this contract.

Rule 150 - General Fares

Sun Country Airlines may offer Discount, Thrift, Economy, Coach and First class fares. Fares are subject to change without notice. Details may be obtained from Sun Country Airlines.

Fares apply for transportation only between the airports for which they are published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport transportation between those airports must be arranged by and at the expense of the passenger.

Rule 160 - Currency

All fares are displayed in United States currency.

Rule 170 - Round-Trip Fares

When a ticket is purchased before the transportation commences or is reissued according to Rule 255 - Rerouting on page 24, the fare applicable to a round trip between two points over the lines of one or more carriers will be:

- When specifically published via the desired routing, the applicable round-trip fare published by or on behalf of such carrier(s).
- When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round-trip segment fares if these are published.

Rule 180 - Stopovers

Unless specifically provided for in the offering of particular fares, stopovers will not be permitted.

Rule 185 - Routings

Each fare applies only to transportation via the intermediate cities specified by Sun Country Airlines in connection with such fare. Any other routing may subject the passenger to an additional charge.

Rule 190 - Acceptance Of Baggage

General Conditions

Sun Country Airlines will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip subject to the following conditions:

- All baggage is subject to inspection. Sun Country Airlines will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
- Sun Country Airlines has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
- Sun Country Airlines will refuse to accept property for transportation which is not suitably packaged to withstand ordinary handling, whose size, weight or character renders it unsuitable for transportation on the particular aircraft which is to transport it, which cannot be accommodated without harming or annoying passengers, unless the baggage is checked at the passenger's own risk (See Rule 195 - Conditions For Acceptance Of Special Items on page 13). Sun Country Airlines will not assume responsibility for items checked in cardboard boxes including cardboard boxes provided by Sun Country Airlines.

Baggage will not be checked:

- To a point that is not on the passengers routing.
- Beyond the passengers final destination.
- Beyond a point at which a passenger wants to reclaim the baggage or any portion thereof.
- Beyond a point at which a passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
- Beyond a point to which all applicable charges have been paid.
- More than four (4) hours prior to the passenger's scheduled flight departure.

If baggage is not tendered by a passenger at the airport check-in counter prior to the scheduled departure time of the flight on which the passenger holds a reservation, based on individual station procedures, the baggage will not be accepted.

The passenger's name must appear on the baggage. Sun Country Airlines will supply baggage identification labels free of charge.

Jan 02, 2008

Contract of Carriage

1.1.13

Sun Country Airlines will check baggage upon presentation by the passenger of a valid ticket for transportation over the lines of Sun Country Airlines or over the lines of Sun Country Airlines and one or more other carriers with which Sun Country Airlines has a ticketing and baggage handling agreement.

Sun Country Airlines will not accept baggage or other personal property for storage.

Acceptance Of Special Items

Special Items listed in Rule 195 - Conditions For Acceptance Of Special Items on page 13 will only be accepted in accordance with the additional provisions and/or charges specified in that rule.

Rule 195 - Conditions For Acceptance Of Special Items

The following are items or types of items that will be accepted as checked baggage by Sun Country Airlines, subject to specified conditions, and applicable charges will apply (See Rule 220 - Free Baggage Allowance on page 19). These types of items are expected to be appropriately packaged prior to check-in, in an original factory-sealed carton, cardboard mailing tube or container or case designed for shipping of such items or packed with protective internal material.

Certain items, as indicated, will not be included in the Free Baggage Allowance (See Rule 225 - Excess Baggage on page 20), and charges will be applicable for any carriage of these items. Charges prescribed in this rule are applicable and collectable from the point at which the item(s) is accepted for transportation. Charges will be applicable for each segment of the passenger's travel.

Note: Sun Country Airlines assumes no liability for loss or damage of these types of items if unsuitably packaged.

Items Considered Fragile, Perishable, Or Unsuitable For Checked Baggage

The items listed below are deemed by Sun Country Airlines to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance as previously described.

Antlers

On-line transport, free of residue, skull wrapped, tips protected, linear dimensions not to exceed 120 inches. Acceptance subject to aircraft load conditions. Antlers will not be included in determining the free baggage allowance and will always be subject to an additional charge. Under no circumstances will Sun Country Airlines assume liability for antlers.

Artistic/Art Work

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for artistic/art work.

Bowling

See Sporting Equipment on page 15.

Coolers

Sun Country Airlines does not accept stand alone Styrofoam containers or coolers unless it is packaged inside a durable, leak-proof container. See Recreational Items on page 15 and Sporting Equipment on page 15.

Duffel Bags, B4 Bags, and Sea Bags (Military bags)

See Rule 220 - Free Baggage Allowance on page 19.

Electronic/Mechanical Items

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for electronic/mechanical items.

Firearms

See Sporting Equipment on page 15. Firearms and ammunition will be accepted as checked baggage only, advance arrangements must be made. International carriage of firearms and ammunition is strictly prohibited.

Exception: Certain officers of the law will be permitted to carry sidearms on-board the aircraft.

Fishing

See Sporting Equipment on page 15.

Food/Perishable Items

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for food/perishable items.

Football/ Sport Ball Equipment

Normal size and weight acceptance applies.

Fragile Items

Upon request a fragile and/or bulky item will be carried as cabin seat baggage subject to the provisions in Rule 215 - Cabin Seat Baggage on page 19. Under no circumstances will Sun Country Airlines assume liability for fragile items. Such items always move at the sole and exclusive risk of the passenger.

Fragile items (See examples below) will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube or container/case furnished by Sun Country Airlines. Sun Country Airlines is relieved of liability for the loss/damage of contents or delay in delivery resulting in damage/loss of checked baggage of the type identified below.

Classes and Examples of Fragile and/or Perishable Items

The classes of the items listed below are deemed by the carrier to be fragile, perishable or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth in the paragraphs above:

- Artistic/Art Work: Paintings or pictures, framed or non-framed, models, sconces, decorative screens, items of decorator stones (marble, onyx and alabaster), vases, figurines, trophies, souvenirs, drawings, statues or other sculptures, pottery, plastics, plaster of paris, molds, casts, photographs, display items, antique items and samples.
- China ware/Ceramics/Pottery (also see glass below): Ceramics, pots, bowls, crockery, dishes, glasses, earthenware and other containers or ornaments made of porcelain or clay hardened by heat.
- Electronic/Mechanical Items: Television sets, radios and stereo equipment, amplifiers, speakers, tape recorders, calculators, telephones, typewriters, dictation equipment, computer or specialized equipment, hair dryers, sewing machines, watches and clocks, sensitive calibrated tools and instruments, computers and similar articles.
- Flora/Floral Items: Floral and nursery stock such as flowers, fruit and vegetable plants, cut flowers and floral arrangements and/or displays.
- Garment Bags and Suit/Dress Covers: of light, flimsy plastic or vinyl designed for carrying and not for shipping.
- Glass (also see China ware/Ceramics/Pottery above): Glassware, crystal, mirrors, bottles and any liquids contained herein (excluding reasonable amounts of toiletries) telescopes, binoculars, barometers and eyeglasses and lenses that are not in their cases.
- Food/Perishables Items: Fresh or frozen foodstuffs, including, fruits, vegetables, bakery products, meats, fish and poultry.
- Photographic/Video Equipment: Items including but not limited to, cameras, lenses, flash units and bulbs, projectors, photometers, spectrosopes, photo tubes, tripods, processed and unprocessed film, video cameras, camcorders, video cassettes, backdrops, reflectors, devices using sensitive tubes or plates.
- Other: Wood products, papers, heirlooms, collections, toys, etc.

Infant Items

Strollers, bassinets, car seats. An infant/child car seat will be accepted for transportation in the passenger compartments subject to FAA regulations only when an additional seat is reserved for the infant, a ticket is purchased and the car seat can be properly secured by the seat belt.

Musical Instruments/Equipment

Items including but not limited to guitars, violins and violas, organs, harps, bass violas, horns, trombones, woodwinds, drums and percussion instruments, amplifiers, speakers, keyboards, sheet music, music stands or instrument stands.

Oct 31, 2006

Contract of Carriage

1.1.15

Ornamental Items

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for ornamental items.

Perishable Items

See Food/Perishable Items on page 14. Under no circumstances will Sun Country Airlines assume liability for perishable items.

Paper

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for papers.

Photographic/Video Equipment

See Fragile Items on page 14. Under no circumstances will Sun Country Airlines assume liability for photographic/video equipment.

Precision Items

Items including but not limited to microscopes, oscilloscopes, meters, counters, polygraphs, binoculars. Under no circumstances will Sun Country Airlines assume liability for precision items.

Recreational Items

Items including but not limited to coolers (See See “Coolers” on page 13.), tents, sleeping bags, backpacks and camping accessories.

Restricted Articles

The only restricted item(s) accepted for carriage in baggage are defined as restricted/hazardous material in the DOT Hazardous Materials Regulations (49 CFR, Parts 171-177).

Scuba Diving

See Sporting Equipment on page 15

Skiing Equipment

See Sporting Equipment on page 15

Sporting Equipment

Sporting equipment items listed below will be accepted by Sun Country Airlines subject to the conditions of acceptance and or applicable charges:

Boogie Boards/Skate Boards:

Will be included in determining the free baggage allowance and when in excess will be subject to the excess charge for a single piece whether or not presented as a single piece.

Bowling Equipment:

Will be accepted as checked baggage and will be included in determining the free baggage allowance and when in excess, will be subject to the excess charge for a single piece whether or not presented as a single piece. For the purpose of this provision one item of bowling equipment is defined as one or two bowling balls, bowling bag and one pair of bowling shoes.

Fishing Equipment:

Items of fishing equipment will be accepted as checked baggage and will be included in determining the free baggage allowance and when in excess will be subject to the excess charge for a single piece whether or not presented as a single piece. For purposes of this provision one item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly encased) and one tackle box. Stand alone Styrofoam containers are not accepted unless it is packaged inside a durable, leak-proof container.

Golfing Equipment:

Items of golfing equipment will be accepted as checked baggage and will be included in determining the free baggage allowance and when in excess will be subject to charges. For purposes of this provision one item of golfing equipment is defined as one golf bag containing golf clubs, golf balls, and shoes.

Paintball Equipment:

Items of paintball equipment will be accepted only as checked baggage subject to the conditions and charges specified:

1. Paintball guns are not considered firearms but are prohibited from carry-on luggage by Federal regulations and must be packed in unlocked, soft or hard sided checked baggage.
2. Compressed gas cylinders for Paintball equipment may be carried in checked or carry-on baggage only if the regulator valve is completely disconnected from the cylinder and the cylinder is no longer sealed (i.e., the cylinder has an open end). Cylinders must have an opening to allow for a visual inspection to ensure that there are no prohibited items inside. If the cylinder is sealed (i.e., the regulator valve is still attached), the cylinder is prohibited and not permitted.

Shooting Equipment:

- In accordance with federal law a passenger who presents baggage containing a firearm/shooting equipment must declare and demonstrate that the weapon is unloaded.
- Firearms/shooting equipment is accepted as checked baggage only.
- International carriage of firearms and ammunition is strictly prohibited.
- Sun Country Airlines employees will not handle firearms.
- Firearms/shooting equipment must be declared at the airport check-in counter.
- No one under 18 years of age may check a firearm unless they provide proof of firearm safety training.
- Items of firearm/shooting equipment are subject to the following conditions and charges specified. For purposes of this provision one item of shooting equipment is defined as:
 1. One rifle/shotgun case containing not more than three rifles/shotguns, shooting mat, noise suppressors and tools. There is no limit on the number of cases allowed.
 2. One hand gun (i.e., pistol/revolver) case containing not more than five pistols/revolvers, noise suppressors, and tools. There is no limit on the number of cases allowed.
 3. Eleven (11) pounds of ammunition per passenger
 4. One (1) bow and quiver of arrows or one (1) cross-bow and maintenance kit enclosed in a hard-sided case or container of sufficient strength to protect the bow and quiver with arrows from accidental damage
 5. One nail gun with ammunition
 6. One Paintball gun (see Paintball Equipment)
- Firearms/shooting equipment must be unloaded with the action, slide or bolt open, where applicable.
- Firearms/shooting equipment must be locked in a hard-sided container manufactured specifically for the equipment or in any hard-sided container deemed suitable by a representative of Sun Country Airlines and only the individual checking the baggage retains the key.
- Ammunition must be packed in its original packaging or case specifically designed for ammunition. Loose ammunition or ammunition loaded in magazines or speed loaders will not be accepted.
- Ammunition may be placed inside of the locked case providing it is packed as stated above.
- Excess baggage charges may apply to each gun case if it is in excess of the free baggage allowance and/or oversize/overweight.
- Ammunition with explosive or incendiary projectiles will not be accepted.
- Baggage containing firearms/shooting equipment will not knowingly be accepted for transportation by Sun Country Airlines unless a declaration form is signed and dated when the baggage is accepted for transportation. The form must be filed at the point of origin and a firearms tag attached to the firearm/shooting equipment inside of the case declaring that the firearm /shooting equipment is not loaded.

Skiing Equipment:

Items of skiing equipment will be accepted as checked baggage and will be included in determining the free baggage allowance and when in excess will be subject to charges. For purposes of this provision one item of skiing equipment includes one pair of snow skis or snow board, one pair of ski boots, one pair of ski poles and one pair of ski bindings. One item of skiing equipment may be one pair of water skis.

Jan 02, 2008

Contract of Carriage

1.1.17

Bicycles:

Bicycles will not be included in determining the free baggage allowance and will always be subject to an additional charge. Sun Country Airlines will accept non-motorized touring or racing bicycles with single seats. The bicycles must be placed in a cardboard container or have the handlebars fixed sideways and pedals removed or the pedals and handlebars must be encased in plastic foam or similar material. Bicycles will be accepted based on availability of space.

Diving Equipment:

Diving gear will not be included in determining the free baggage allowance and will always be subject to an additional charge. For purposes of this provision one item of diving equipment is defined as a dive bag containing equipment used in the diving sport with the exception of the diving tank(s). Diving tanks are prohibited on Sun Country Airlines aircraft.

Surfboards/Wakeboards:

Surfboards/wakeboards will not be included in determining the free baggage allowance. Subject to the conditions specified under Fragile items and charges, surfboards/wakeboards, no longer than five (5) feet, will be accepted as checked baggage and will be subject to an additional charge.

Windsurfing Equipment:

Windsurfing equipment exceeding the five (5) foot limitation is not accepted.

Toys:

Items including but not limited to doll houses, model trains, cars, airplanes, scooters, tricycles, games, beach umbrellas, etc. may be subject to a charge.

Limited Release

The limited release (reverse side of Baggage/Claim Check tag) relieves Sun Country Airlines of liability for damage to fragile items (of the type identified above) as checked baggage when damage results solely from the unsuitability of their packaging and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage, substantial loss of value or potency resulting from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care.

Wheelchairs And Other Mobility Aids

Sun Country Airlines will accept, in addition to the free baggage allowance and at no charge, wheelchairs and other mobility devices. Wheelchairs and other mobility devices will be carried in the cargo compartment of the aircraft. However, there is storage space for a collapsible wheelchair in the passenger cabin of the aircraft.

All types of wheelchairs and other mobility devices will be accepted: collapsible and non-collapsible; electric powered with wet or dry cell batteries.

Electric/battery-powered wheelchairs and other mobility devices will be carried provided:

- Passengers are asked to provide Sun Country Airlines forty-eight (48) hours notice of intent to carry a wheelchair or other mobility device with batteries.
- Passengers are asked to present themselves for check-in and present themselves at the departure gate no less than one (1) hour prior to departure.
- Battery cables must be disconnected and terminals protected against electrical shorting.
- Wet-cell batteries must be contained in a leak proof box and fastened securely to the wheelchair.
- Passengers are asked to provide instructions for the proper disconnect and connect power source procedures on their electric wheelchairs or other mobility devices.

If the wheelchair or other mobility device cannot be loaded and secured so as to remain constantly in an upright position with no possibility of tilting, the battery must be removed and placed in a special Battery Transportation Box having associated cushioning and absorbent material inside a polyethylene bag. The battery box must be marked with a "CORROSIVE" label affixed to the outside, must be marked "BATTERY, WET WITH WHEELCHAIR" or "BATTERY, WET WITH MOBILITY DEVICE" must be marked or labeled to indicate proper orientation and must be secured in the bin using cargo webbing to prevent any movement in flight.

Rule 200 - Acceptance Of Pets In Cabin

Sun Country accepts small cats and dogs (16 lbs. or less) in the aircraft cabin ONLY. SCA does not transport small cats and dogs on international flights or on flights to/from Anchorage, AK. Sun Country does not accept animals of any kind as checked baggage or cargo. Small cats and dogs are accepted conditionally and must not pose a hazard to the safety or health of any passenger or crewmember. The following guidelines apply to customers bringing a pet.

These requirements do not apply to certified service animals or emotional support animals. Please refer to Sun Country policies regarding Service Animals.

Conditions of Acceptance

- Advance arrangements are required and availability is limited. Please contact SCA reservations to book reservations for your pet.
- A non-refundable fee is charged per segment when a reservation is made in advance. Pets without an advanced reservation may be accepted on condition and are subject to a higher per segment fee.
- Only one pet is allowed per carrier.
- Only a limited number of pets are allowed per flight.
- Pet in its carrier is considered a carry-on item and must be included in your regular carry-on allotment.
- Pet must remain in its carrier and stowed during the entire flight underneath the seat in front of the passenger. Owners are responsible for their pet and may risk future travel on Sun Country if animals are taken out of the carrier while in flight.
- Passenger can not be assigned a seat in row one, an exit row, a bulkhead or an aisle seat.
- Passengers are responsible for being knowledgeable and complying with applicable federal, state and local regulations or ordinances related to pets.
- If an animal is denied transportation, a refund for the ticketed passenger and pet fee may be extended less a \$50 servicing fee.
- Sun Country Airlines does not have carriers available at the airport.

Pet Carrier Requirements

- Your pet must fit in a carrier that does not exceed 16"L x 11"W x 8"H and must be placed under the seat in front of you.
- Your pet must be able to stand up and move around in the carrier with ease.
- Carriers must have a leak-proof bottom and must be well-ventilated on at least two sides.
- Approved soft-sided carriers specifically designed as pet carriers are acceptable.

Rule 205 - Checked and Carry-On Baggage

Passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions below. The suitability of baggage as to size and character to be carried in the passenger compartment of the aircraft is determined by Sun Country Airlines.

Checked Baggage

Sun Country will check baggage which is tendered by a passenger and which is acceptable under the terms of Rule 190 - Acceptance Of Baggage, Rule 195 - Conditions For Acceptance Of Special Items, and Rule 220 - Free Baggage Allowance upon presentation by a passenger of a valid ticket for transportation over the lines of Sun Country Airlines and one or more other carriers.

Carry-On Baggage

When baggage is carried on board the aircraft it must be retained in the passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions:

Jan 02, 2008

Contract of Carriage

1.1.19

- maximum of one (1) piece of carry-on baggage not to exceed 48 inches combined linear measurement (length + width + height) including wheels and handle, plus one (1) smaller personal item not to exceed underseat dimensions (i.e., purse, laptop, infant bag, etc.).
- Sun Country Airlines assumes no responsibility or liability on domestic and U.S. territory flights and up to \$400.00 liability for international flights, as to baggage or other items carried into the passenger compartment of the aircraft
- Operational or safety considerations may require limitations to the allowable carry-on baggage on a specific flight which would otherwise be suitable under this rule. Sun Country Airlines reserves the right to determine the suitability of any item to be carried in the cabin of the aircraft
- Should the volume of carry-on baggage exceed the stowage capability of the aircraft selected baggage will be tagged with Limited Release tags and placed in designated cargo compartments

Rule 215 - Cabin Seat Baggage

Applicable for transportation solely within the United States.

When a fare-paying passenger requests that an item of baggage be carried in the cabin and it is determined by Sun Country Airlines that the item is acceptable as cabin baggage but it is so fragile and/or bulky as to require the use of a seat, the item will be accepted subject to the following conditions and charges:

- Cabin seat baggage must be carried aboard the aircraft by the passenger and secured in a seat with a seat belt under the supervision of a uniformed crew member.
- The seat must be located in the aircraft adjacent to the passenger accompanying the cabin baggage in the window seat behind a structural bulkhead forward of all passengers.
- A seat for the cabin-seat baggage must be reserved in advance and applicable charges paid.
- Sun Country Airlines will charge 100% of the applicable adult fare, for that portion of the trip on which the extra seat is used. The cabin seat baggage will not be included in determining the free baggage allowance or excess baggage charges.

Rule 220 - Free Baggage Allowance

Maximum Allowance

Each fare-paying passenger is allowed a total of three pieces of baggage free of charge as follows: one (1) carry-on piece not to exceed more than 48 inches combined linear measurement (length + width + height) including wheels and handle and two (2) checked pieces at 50 pounds each, not to exceed 80 linear inches each. Sun Country Airlines may not accept baggage that weighs more than 100 pounds or exceeds 80 inches in total dimensions, fees apply.

Exception: Sporting Equipment subject to the provisions listed under Rule 195 - Conditions For Acceptance Of Special Items on page 13 may be substituted for the free baggage allowance.

Passenger Reroute

Passengers rerouted in accordance with Rule 240 - Flight Delays/Cancellations (Confirmed Passengers) on page 21, will be entitled to the maximum allowance applicable for the trip originally purchased regardless of whether passengers are transferred to a different class of service and whether or not they are entitled to a fare refund.

Pooled Baggage

When two or more passengers traveling to a destination on the same flight present themselves and their baggage at the same time and place their maximum allowance will be the sum of their individual maximum allowance. Baggage in excess of the combined allowance will be subject to the excess baggage charge.

Articles Carried Free In Addition To Stated Maximum

In addition to the stated maximum allowance specified in Rule 205 - Checked and Carry-On Baggage on page 18, each fare-paying passenger may bring without additional charge the following.

- child restraint system used in flight provided lap child is a fare-paying passenger. If child is not fare-paying the restraint system is required to be checked baggage and special handled.
- outerwear (i.e., coat, hat)
- passenger dependant mobility devices, crutches, canes, braces or other assistive devices. These items must be stowed under any series of connected seats or between two window seats and fuselage (except emergency window exits) provided they are flat on the floor and do not protrude into the aisle.
- If an item is too large to fit in a designated area or all stowage areas are full, the one piece allowance may be restricted.

Rule 225 - Excess Baggage

Baggage in excess of the maximum allowance specified in Rule 220 - Free Baggage Allowance on page 19, will be accepted for transportation only under the conditions and upon payment of excess baggage charges specified in this rule.

Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which the baggage is checked.

Applicable Charges

Where the provisions of Rule 220 - Free Baggage Allowance on page 19, indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed below. Charges will be collected for each maximum exceeded.

Excess Baggage Charges

The excess baggage will be charged the applicable fees.

Oversized/Overweight Baggage

If a single piece of baggage exceeds the maximum linear dimensions or weight limitations or both, set forth in Rule 190 - Acceptance Of Baggage on page 12, and Rule 220 - Free Baggage Allowance on page 19, there will be a charge per piece for oversized/overweight baggage.

Rule 230 - Baggage Liability Limitations

Baggage Liability

No legal action will be brought against Sun Country Airlines for any loss of, damage to or delay in the delivery of baggage or other property unless:

- The passenger provides preliminary notice to Sun Country Airlines of the loss, delay or damage before leaving the airport terminal, unless the passenger can show good cause for failure to give such notice.
- Written notice of the claim is given to Sun Country Airlines at any of its offices within forty-five (45) days after the alleged occurrence of the events giving rise to the claim, unless the passenger can show good cause for failure to give such notice in a timely manner.
- Such action against Sun Country Airlines or any of its officers, agents, or employees is commenced within one (1) year after the occurrence of the events giving rise to the claim.

In delivering baggage or other property to Sun Country Airlines for transportation, whether checked or otherwise placed into the custody of Sun Country Airlines or one of its employees, the fare-paying passenger agrees that Sun Country Airlines' liability, if any, should the baggage be lost, damaged or delayed in delivery is limited to the lesser of the amount of provable damages actually sustained by the passenger or \$3,000.00 for domestic and U.S. territory flights and \$20.00 per kilogram or \$9.07 per pound for checked baggage/\$400.00 per person for unchecked baggage for international flights, unless prior to departure of the flight the passenger elects to declare a higher value on the property and pays the applicable additional charges therefore. On domestic and U.S. territory flights, the actual damage sustained by the passenger for property that is lost shall be measured by the fair market value of the property at the time it was received

Jan 02, 2008

Contract of Carriage

1.1.21

by Sun Country Airlines and not by the replacement value of the property. Sun Country Airlines will compensate the passenger for both direct and consequential damages actually sustained up to the limit of its liability set forth herein or the declared value of the property whichever is lower. These limitations on Sun Country Airlines' liability also apply to baggage or other personal property in Sun Country Airlines' possession at a city or airport office or elsewhere before or after the passenger's flight.

When the transportation is over the line of Sun Country Airlines and one or more carriers with a limitation of liability of more than \$3,000.00 for each fare-paying passenger, and responsibility for loss, damage, or delay in delivery of baggage cannot be determined, the liability limit of \$3,000.00 for each fare-paying passenger will be applied to all carriers.

Declaration of Higher Value

Passengers desiring valuation coverage in excess of Sun Country Airlines' normal liability limit shall be referred to private insurance representatives.

Exclusions from Liability

When Sun Country Airlines has exercised the ordinary standard of care Sun Country Airlines shall not be liable for delay in delivery of any perishables nor for damage to or damage caused by fragile articles, liquids or perishables which are unsuitably packed and which are included in a passenger's checked baggage with or without the carrier's knowledge. Sun Country Airlines shall not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted pursuant to the execution of a release as referenced in Rule 195 - Conditions For Acceptance Of Special Items on page 13 ("Limited Release") to the extent that such release relieves Sun Country Airlines of liability.

Sun Country Airlines assumes no liability for damage, defined as normal wear and tear, including minor cuts, tears, dents, scrapes and soiling. Sun Country Airlines assumes no liability for items which protrude from a piece of baggage such as wheels, straps and handles.

Sun Country Airlines assumes no liability for loss of, damage to, theft of or delay in delivery of high value, fragile or perishable items including but not limited to the following:

- | | | | |
|--------------------|----------------------------------|-------------------|---|
| • money | • contact lenses and accessories | • souvenirs | Hardware electronic/mechanical equipment including: |
| • jewelry | • recreational equipment | • car/house keys | |
| • photographs | • important papers or documents | • manuscripts | • radios |
| • passports | • camera/video equipment | • medications | • tape recorders and cassette tapes |
| • eyeglasses | • travel documents | • precision items | • phones |
| • credit cards | | | • answering machines |
| • drivers licenses | | | • computers |
- or other similar items contained therein or any items the passenger could not be without in checked baggage.

Rule 240 - Flight Delays/Cancellations (Confirmed Passengers)

General

The provisions of this rule apply to a passenger who has a confirmed reservation on a flight which he/she does not use for one of the reasons named below.

Schedule Irregularity

When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation according to Rule 135 - Cancellation of Reservations on page 10.

Liability

Except to the extent provided in this rule, Sun Country Airlines shall not be liable for failing to operate any flight according to schedule or for changing the schedule or type of equipment used on any flight with or without notice to the passenger.

Delay, Misconnection, Cancellation, or Schedule Change

To the extent possible, Sun Country Airlines will provide onward transportation to passengers delayed or misconnected due to schedule irregularities or cancellation of flights or service as follows:

- If the delay or misconnection is caused by Sun Country Airlines, Sun Country will transport the passenger on its next available flight in the same class or, if unavailable, a higher class of service at no additional cost to the passenger.
- If the delay or misconnection is caused by a carrier other than Sun Country Airlines, Sun Country will transport the passenger on the next available flight in the same class of service at no additional cost to the passenger.
- If the passenger is holding a confirmed seat on a higher class ticket and space is only available on a lower class of seating, Sun Country Airlines will refund the difference in fares pursuant to Rule 260 - Involuntary Refunds on page 24.
- If Sun Country Airlines is unable to provide air transportation acceptable to the passenger, Sun Country Airlines shall refund the unused flight coupon(s) in accordance with Rule 260 - Involuntary Refunds on page 24.
- Sun Country Airlines does not currently participate in Inter-Airline ticketing and baggage agreements with any other carrier(s); therefore, no provisions are available for offline accommodations or the acceptance of other airline tickets.

Amenities

When a fare-paying passenger holds confirmed reservations on a flight Sun Country Airlines may assume limited expenses incurred as a result of a mechanical delay exceeding four (4) hours for domestic and overseas flights, eight (8) hours for international flights. Sun Country Airlines will advise the passenger of the available amenities and services. Sun Country Airlines will provide special amenities and services which, in Sun Country Airlines' judgment, are required by certain passengers such as unaccompanied children, passengers with disabilities or sick and/or incapacitated passengers in order to maintain the safety, health and welfare of such passengers.

Carriers In Default

Sun Country Airlines will not accept for any purposes under this rule passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier").

Exception: Tickets issued by the defaulting carrier or its sales agent prior to the default will be accepted solely for transportation over the lines of Sun Country Airlines provided such tickets were issued by such defaulting carrier in its capacity as agent for Sun Country Airlines and specified transportation via Sun Country Airlines. When tickets are accepted no adjustments in fare will be made which would require Sun Country Airlines to refund money to the passenger.

Strike/Work Stoppage

In the event of a work stoppage which causes any cancellation or suspension of operation on any other carrier, the provisions of this rule will not apply with respect to passengers holding tickets for transportation on that carrier.

Rule 245 - Denied Boarding Compensation

When Sun Country Airlines is unable to provide a previously confirmed seat due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, Sun Country Airlines will take the actions regarding voluntary and/or involuntary denied boarding specified below. No passenger can be denied boarding against his/her will until Sun Country Airlines personnel first ask for volunteers who will give up their reservation in exchange for a payment of Sun Country Airlines choosing. In no case shall any passenger be entitled to any damages (actual, compensatory, punitive) for denied boarding. This rule (Rule 245) shall be the sole and exclusive remedy for all passengers under this section.

Voluntary - Request For Volunteers

Sun Country Airlines will request passengers to voluntarily relinquish their seats in exchange for compensation (monetary or reduced rate travel) as determined by Sun Country Airlines. The request for and selection of volunteers will be in a manner determined solely by Sun Country Airlines.

Jul 30, 2007

Contract of Carriage

1.1.23

Involuntary

Boarding Priorities

If a flight is oversold and there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the following:

- The last passenger(s) to present him/herself at the boarding gate will be denied boarding in the event of an over sale.
- Reasonable efforts will be made to accommodate individuals with a disability, connecting passengers, the elderly, passengers needing assistance and unaccompanied children under eighteen (18) years of age.

Amount of Compensation

Sun Country Airlines will pay compensation for involuntary denied boarding:

- on Sun Country Airlines only, in the amount of 200% of the sum of the values of the passenger's remaining flight coupons or appropriate fare of the ticket to the passenger's next stopover or if none, to his/her destination but not more than USD 400.00. However, the compensation shall be 50% of the amount described above but not more than USD 200.00 if Sun Country Airlines arranges for comparable air transportation or for other transportation acceptable to the passenger that at the time either arrangement is made is scheduled to arrive at the airport of the passenger's next stopover or at the airport of the passenger's destination:
 1. earlier than or
 2. in the case of interstate and overseas air transportation, not later than two (2) hours after or
 3. in the case of foreign air transportation not later than four (4) hours after the planned arrival at the airport of the passenger's next point of stopover or if there is no next point of stopover, at the airport of the passenger's destination of the flight on which the passenger holds a confirmed reservation or
- by providing free air transportation in lieu of the monetary compensation stated above.

Waiver of Payment of Compensation

No denied boarding compensation payment will be made if:

- The denied boarding is a result of a substitution of equipment of lesser capacity when required by operational or safety reasons,
- The passenger is accommodated on a flight scheduled to arrive within one (1) hour of the original arrival time.

Voluntary And Involuntary

Transportation for Passengers Denied Boarding

Sun Country Airlines will transport passengers who have been denied boarding, whether voluntarily or involuntarily on its next flight on which space is available at no additional cost to the passenger. If Sun Country Airlines is unable to provide onward transportation, Sun Country Airlines will attempt to arrange for transportation of the passenger on the first available flight of another airline with which Sun Country Airlines has an agreement allowing the acceptance of each other's tickets at no additional cost to the passenger.

Free Air Transportation as Compensation for Travel

Sun Country Airlines may compensate the passenger with a transportation voucher for transportation on Sun Country Airlines in lieu of monetary compensation. The offer of transportation will be equal to or greater than the monetary compensation due. The transportation voucher is nontransferable, has no refund value and may be voluntarily reissued only by Sun Country Airlines.

Offer of Compensation

The offer of compensation will be made by Sun Country Airlines on the day and at the place where the failure to provide confirmed, reserved space occurs and if accepted, will be receipted for by the passenger. If Sun Country Airlines is unable to perform, the offer will be made by mail or other means within twenty-four (24) hours.

Notice Provided Passengers

A written notice setting forth the above provisions shall be provided all passengers who are denied boarding involuntarily on Sun Country Airlines flights on which they hold confirmed reserved space. Rule 240 - Flight Delays/Cancellations (Confirmed Passengers) on page 21, shall be the exclusive compensation and remedy of passengers denied boarding thereunder. As a condition to the purchase of a ticket all passengers waive any claim for compensatory or punitive damages arising from denied boarding.

Note: Acceptance of denied boarding compensation constitutes full compensation for damages incurred by the passenger as a result of Sun Country Airlines' failure to provide the passenger with a confirmed seat.

Rule 255 - Rerouting

Sun Country Airlines will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof then held by passenger.

Exception: The provision of the above shall require Sun Country Airlines to reissue/reroute only between points named on the original tickets which are served by Sun Country Airlines.

Fare Applicable To Rerouting Or Change In Destination

The passenger may change the routing and/or the ultimate destination designated on the ticket in accordance with the following paragraph provided that after transportation has commenced a one-way ticket will not be converted into a round-trip or open-jaw trip ticket.

Except as otherwise provided in Rule 240 - Flight Delays/Cancellations (Confirmed Passengers) on page 21, the fares and charges applicable, when a rerouting or change in ultimate destination is made at passenger's request at an office of Sun Country Airlines prior to arrival at the ultimate destination named on the original ticket shall be the applicable fare and charges for the entire revised itinerary in effect on the date that the rerouting or change in ultimate destination is entered on the passenger's new ticket.

Fare Applicable To Upgrading Class Of Service While In Flight

Not applicable.

Defaulting Carriers

Notwithstanding the provisions of this rule Sun Country Airlines will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceeding ("the defaulting carrier").

Exception: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier or its sales agent will be reissued/rerouted only between the points named on the original ticket that are served by Sun Country Airlines provided that such tickets were issued by such defaulting carrier or sales agent in either capacity as an agent for Sun Country Airlines and specified transportation via Sun Country Airlines. When tickets are accepted no adjustments in fare will be made that would require Sun Country Airlines to refund money to the passenger.

Rule 260 - Involuntary Refunds

Unable To Accommodate Passenger

The amount Sun Country Airlines will refund upon surrender of the unused ticket or portion of the passenger's ticket, pursuant to Rule 35 - Refusals to Transport, Rule 50 - Acceptance of Children, or Rule 240 - Flight Delays/Cancellations (Confirmed Passengers), will be:

Aug 21, 2003

Contract of Carriage

1.1.25

If no portion of the ticket has been used:

- an amount equal to the fare and charges paid.

Exception: Sun Country Airlines shall not be obligated to refund any portion(s) of a fully unused ticket which does not reflect a confirmed reservation on a Sun Country Airlines flight involved in a schedule irregularity unless such ticket was issued by Sun Country Airlines.

If a portion of the ticket has been used:

One-way type fares purchased:

- Travel was terminated at an origin/destination point, the fare paid for the unused segment(s).
- Travel was terminated at an intermediate or stopover point, the refund from the point of termination to the destination named on the ticket or to the point at which transportation is to resume, will be the lowest one-way fare for the class of service (first, business or coach) paid for minus any discount that was applied in calculating the original fare.

Round trip or excursion type fare purchased:

- Round-trip or open-jaw - 50% of the round-trip or excursion fare, from the point of termination to the destination/ stopover point named on the ticket or to the point at which transportation is to resume, for the class of service and booking class paid for.

If no fare of the type (fare basis) paid by the passenger is published between the point of termination to the destination or point at which transportation is to resume:

- amount will be calculated as the same proportion of the normal coach fare published between the point of termination and the destination named on the ticket or to the point at which transportation is to resume, as the fare paid is of the normal coach fare between the passenger's origin and destination points.

No Refund Destinations

When the destination designated on the passenger's ticket is a point in Column A and the flight on which the passenger is being transported terminates at the corresponding point in Column B or vice versa, Sun Country Airlines will not issue a refund.

Column A	Column B
BWI	DCA/IAD
EWR	JFK/LGA
LAX	LGB
LAX	BUR
LAX	ONT
LAX	SNA
LGA	JFK
LGB	BUR
LGB	ONT
LGB	SNA
BUR	ONT
BUR	SNA
ONT	SNA
OAK	SJC
SFO	SJC

Substitution Of Aircraft

When for operational reasons a passenger holding a higher class ticket with confirmed reservations is accommodated on an aircraft without that higher class seating, Sun Country Airlines will refund the difference.

Interline Aircraft

Notwithstanding the provisions of this rule the carrier will not accept for any purpose under this rule passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

Rule 270 - Voluntary Refunds

When Rule 35 - Refusals to Transport, Rule 240 - Flight Delays/Cancellations (Confirmed Passengers), or Rule 260 - Involuntary Refunds is not applicable and a passenger requests that a ticket issued by Sun Country Airlines or a ticket indicating Sun Country Airlines in the itinerary be refunded, upon surrender of the unused portion(s) of the ticket, Sun Country Airlines will refund travel to the passenger in the form of a credit voucher to be used as payment or partial payment for that customer on another Sun Country Airlines booking for a period of 365 days from the originally scheduled date on the following basis:

- If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- Based on applicable fare rules, refunds will be made in accordance with the two above bullet points provided an application has been submitted no later than one (1) month after the expiration date of the ticket (See Rule 105 - Period of Validity on page 9).
- No refund will be given for tickets issued for “non-refundable” type fares or tickets wholly or partially comprised of round trip non-refundable fares. On tickets issued at a combination of non-refundable/refundable one-way fares, the non-refundable portion will apply only to the portion that is non-refundable.
- Sun Country Airlines assumes no obligation to issue a voluntary refund unless such ticket was issued on Sun Country Airlines.

Lost Ticket

Upon the loss of a paper ticket (unused or partially used) a passenger completes a Lost Ticket Refund Application. A loss is considered when a ticket is lost, stolen, or destroyed. A passenger must purchase a replacement ticket at the lowest applicable walk-up fare at the time. Sun Country will research to ensure that the lost ticket was not used or previously refunded prior to issuing a refund. The refund will be for the amount of the replacement ticket, minus a \$100 USD processing fee. If a replacement ticket is not purchased, the lost ticket cannot be refunded.

- In consideration of the payment of the refund, or the issue of the replacement ticket without charge, the applicant will reimburse Sun Country for any loss or damage it sustained because of the use or refund of the unused portion of the ticket. If the original ticket was round trip the replacement ticket must be round trip in kind.
- A service charge of \$100 USD (subject to change without notice) will be assessed for each lost ticket refund application. The service charge amount will be deducted from the refund.
- Tickets paid for with cash or by check will be refunded with a Sun Country Airlines check. Tickets purchased with a credit card will be refunded back to that credit card account. Tickets purchased with a government transportation request (GTR) will be refunded back to the purchasing government department.
- Should the lost ticket be found after the fee has been paid, the ticket and a statement that a Lost Ticket Refund Application was filed should be sent to Sun Country as soon as possible. Sun Country will then refund the LTA processing fee minus \$25.
- Sun Country Airlines does not assume any liability for failure to identify the person using or refunding a ticket as being the true owner of the ticket. A refund will not be made if the lost ticket has previously been honored for transportation or refunded to another person.
- No claim will be given consideration unless the complete form and serial number of the lost ticket can be identified.
- A refund issued as a result of the application may be subject to recall of travel agent commission if a replacement ticket was not purchased.

Aug 21, 2003

Contract of Carriage

1.1.27

- The time required for Sun Country Airlines to research the lost ticket (this is to ensure it has not been used for travel or refunded) and process a refund of a replacement ticket can be as long as 90 days.
 - No claim will be given consideration unless the application has been made not later than thirteen (13) months after purchase date of the lost ticket.
-

Rule 275 - Foreign Currency Refund

Sun Country Airlines reserves the right to refuse to make any refund authorized by this contract referring hereto, in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

Rule 385 - Carrier Absorption of Passenger Facility Charge

Where Passenger Facility Charges (PFCs) are applicable Sun Country Airlines will not absorb them but will incorporate PFCs into the price of the ticket.

Rule 392 - Returned Check Charge

A non-refundable handling charge of \$30.00 (USD) will be collected for each returned check.

Rule 395 - Fuel/Terminal Surcharge

Fuel/terminal surcharges may be assessed for each fare paying passenger when travel involves enplanement on a Sun Country Airlines flight at locations where fuel/terminal surcharges are applied.

Intentionally
Blank