

## Club Tiare General Terms and Conditions

### 1.1 Definitions

In these General Terms and Conditions, unless otherwise stated according to context, the words and expressions below must be defined as follows:

**Air Tahiti Nui:** The Company Air Tahiti Nui

**General Terms and Conditions:** The present conditions governing the loyalty program.

**Membership Starting Date:** The date on which the eligible applicant's membership request form is signed and registered by Air Tahiti Nui.

**Club Tiare Tahia:** The program's basis status. Members are automatically awarded this status when they register, provided they are over two years old.

**Club Tiare Silver:** A Club Tiare loyalty program's status. A registered Member can reach this status if he/she has accrued 30.000 qualifying miles in a calendar year.

**Club Tiare Gold:** A Club Tiare loyalty program's status. A registered Member can reach this status if he/she has accrued 60.000 qualifying miles in a calendar year.

**Mile:** A mile is the unit of measure for air distances.

**Air Tahiti Nui – American Express miles:** Exchange value, expressed in miles, of purchases paid with the American Express Air Tahiti Nui card, defined according to the American Express Air Tahiti Nui scale. These miles are not included in the yearly qualifying miles total.

**Miles Non-Airline Partners:** miles earned when member use services or Air Tahiti Nui partners

**Base Miles:** miles earned by passenger based on flown distance deducted from booking class reduction if applicable

**Qualifying miles:** Base Miles + increase mileage related to booking class stored in the status meter which determines the Member's status.

**Class of service bonus:** Increase of miles according to class of booking. These miles are shown in bonus miles and are entered in the status meter.

**Status bonus:** Bonus according to Member's status, defined by a percentage (50% for SILVER Members and 75% for GOLD Members) applied to base miles. Status bonus may not be included in the status meter.

**Bonus miles: Miles offered** by Air Tahiti Nui or its partners without any activity from the Club Tiare member, as a welcome bonus or in the case of various promotional operations. Bonus miles are not included in the yearly qualifying miles total.

**Status:** Member's quality defined according to accrued qualifying miles. The program includes three progressive types of status: Club Tiare Tahia, Club Tiare Silver and Club Tiare Gold.

**Status meter:** Meter used over a full calendar year, from January 1<sup>st</sup> to December 31<sup>st</sup>, to account for qualifying miles accrued by the Member. Passage from one status to another is determined by the amount of qualifying miles reached during, or at the end of, the year for a status upgrade, or at year's end for a status downgrade; the qualifying meter is reset at the end of each calendar year (December 31<sup>st</sup>). Miles bonus, Air Tahiti Nui-American Express miles and our Non Airlines Partners miles are not entered in this status meter.

**Member:** A program member whose name is printed on the card and who has been given a program membership number.

**Miles balance:** Total of miles accrued on one account, by the same Member: all types of miles (miles / class of service bonuses / miles bonuses, etc...) as well as miles from non-airline partners, which can be used by the Member to obtain various benefits (award tickets, upgrades, extra weight allowance, services of various airline partners).

**Partner:** Airline and non-airline partners.

**Password:** A personal code for Internet access to Member's account.

**Award:** A reward obtained through the program, changing Member's miles into benefits, according to the procedures detailed in the General Terms and Conditions, and according to a pre-determined scale.

**Extra miles:** miles sold at a predetermined rate to get an award. Minimum purchase is 2000 miles available by block of 1000 miles. These are not qualifying miles for the member's status

**Comfort award:** double award giving access to better availability to get confirmation when dedicated award booking class is closed

## **CLUB TIARE LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS** (updated May 2011)

The following terms and conditions are important and apply to you as a Member of Air Tahiti Nui's Club Tiare Loyalty Program. We invite you to read them carefully.

### **I – Definition**

The Club Tiare Loyalty Program is managed by Air Tahiti Nui, a semi-public limited company whose headquarters are located Pont de l'Est, Dexter Building, 98713 Papeete, Tahiti, French Polynesia. This loyalty program allows its members to accrue miles each time they use Air Tahiti Nui's or its partners' services according to a pre-determined scale (see miles scale) and the following conditions.

### **II – Joining the Club Tiare program**

#### **II.1) General terms**

II.1.1. Joining the Club Tiare Loyalty Program is free of charge.

II.1.2. Members must be at least two years old, each Member will be issued a card in his/her name. Only one application to the program is allowed per person.

II.1.3. Any application meeting the Club Tiare Loyalty Program criteria will be given an identifying number. Club Tiare will turn down any application that does not meet the program's criteria.

II.1.4. Legal entities cannot become members of the program.

II.2) Any change of address or name must be immediately notified in writing to Club Tiare or via e-mail at [clubtiare@airtahitinui.pf](mailto:clubtiare@airtahitinui.pf). Club Tiare is entitled to request any documentary evidence deemed necessary to make these changes effective.

II.3) Air Tahiti Nui will check that all new Members of the Club Tiare Loyalty Program do not already have an account under a different name but concerning the same person (maiden name, different spelling, etc...) If need be, Air Tahiti Nui can cancel the second account (double) and its welcome bonus miles, since they will have already been given to the Member upon the opening of the original account. Other accrued miles will be transferred to the original account.

II.4) Any eligible applicant to the program must fill out and sign a personal membership form (signed by the legal guardian if applicant is under 18). Anyone having filled out and signed an application is considered to have read and accepted the present General Terms and Conditions. Free online enrollment available on [www.airtahitinui.com](http://www.airtahitinui.com)

II.5) On December 31<sup>st</sup> of each year, the program status reached by each Member is determined by the number of qualifying miles accrued on the status meter between January 1<sup>st</sup> and December 31<sup>st</sup>. Only miles tied to distance traveled and miles increase tied to booking class are considered as qualifying miles. If a Member has not reached the threshold necessary to keep his status (30,000 miles for Club Tiare Silver, 60 000 miles for Club Tiare Gold), he will be downgraded of one status.

### **III. Earning miles**

#### **III.1) General terms**

III.1.1. The Club Tiare Loyalty Program uses the mile as its unit.

III.1.2. Members are given a Club Tiare account, which is credited with accrued miles. Miles cannot be transferred from one account to another.

III.1.3. Miles cannot be converted to cash.

III.1.4. Miles are earned only by flying with Air Tahiti Nui and partner airlines included in the program (flights with a TN flight number). If the Member is also a member of another loyalty program in which Air Tahiti Nui or one of its partners participates, the Member's account cannot be credited in both programs for any given flight or service (except otherwise stated). Air Tahiti Nui may widen its Club Tiare program by integrating other partners. This type of information will be given on our Internet site [www.airtahitinui.com](http://www.airtahitinui.com)

III.1.5. Miles will only be credited in the case of effective travel. In the case of flight cancellation for reasons outside Air Tahiti Nui's or other partner airlines' control, in particular cancellations for weather, labor conflicts or security reasons, the Member will not be entitled to the miles for the legs not travelled.

III.1.6. Member must imperatively give his card number at the time of reservation or when the ticket is issued for miles to be credited once he traveled.

III.1.7. Miles accrued by Members will be credited on the Member's account, regardless of who made the payment for the ticket, provided that the Member gives his card number at the time of reservation or when the ticket is issued. The member should verify the amount of miles according to the fare and the booking class of the purchased ticket. III.1.8. In the case of an upgrade award, miles for that trip will be credited according to the booking class of the original purchased ticket, not according to the class of service in which the Member effectively flies.

III.1.9. Under no circumstances can a free ticket (sponsoring, award ticket or free service from one of our partners, or tickets in classes X W I R A) generate miles. Special fares may not generate miles (please check with our travel consultant)

III.1.10 Member may buy miles called "Extra miles" under conditions and at a rate determined by the company to get an award ticket or upgrade or any Club Tiare award. Those do not account for qualifying miles in regards to the member's status.

III.1.11 The airline grants six-month retroactivity upon entry into the program. Each Member will personally make sure that miles have effectively been credited to his account. In the case of a mistake or omission, he must contact Club Tiare directly to correct his miles total. Any regularization request must be made within six months after the date of travel, upon

presentation of documentary evidence. Miles are not credited in the case of flight cancellation for reasons outside Air Tahiti Nui's or airline partner's control, such as for instance weather, labor conflicts or safety reasons.

III.1.12. If no accrual of activity (debit or credit of miles) with Air Tahiti Nui or partner's services occurs on the Member's account for three years, Air Tahiti Nui will reset the account without notice and will close it three months later. Bonus miles offered by Air Tahiti Nui or its partners are not considered as activity.

III.1.13 Air Tahiti Nui retains the right to correct any Member's account, either by removing incorrectly credited miles or by crediting additional miles, without notice.

III.1.14 Account statements are sent twice a year to active Members (unless he selects the online statement). Air Tahiti Nui reserves the right to change the frequency of such communication at any time. Information relative to Club Tiare accounts sent by mail, electronic mail or available on the [www.airtahitinui.com](http://www.airtahitinui.com) web site is given only as a guideline

### III.2) Miles credit

III.2.1 For each fare level is assigned a specific number of miles depending on the booking class (according to updated scale) of the purchased ticket.

III.2.2. Refunded or expired flight coupons do not give right to miles credit.

III.2.3. Members accounts can only be credited once for each flight or used service.

### III.3) Miles credit with our partners

III.3.1. Miles can also be accrued with airline or non-airline partners of the program and according to conditions defined by each partner, or within specific agreements with companies.

III.3.2. Club Tiare declines any responsibility as to the actual carrying out of services by its partners.

## IV. Redeem miles

### IV.1) General terms

IV.1.1 Club Tiare awards are airline tickets, upgrades, excess luggage allowances, or other services offered by Air Tahiti Nui or its partners. Validity is of one year unless specific conditions.

IV.1.2 Awards are defined according to a pre-determined scale, subject to change without notice.

IV.1.3 In order to redeem miles for an award ticket or any other award based on accrued miles, member must fill out and sign the miles redeem form (if the Member is under 18 years old, his legal guardian must fill out and sign the miles redeem form)

IV.1.4 A full award covering issuance of one ticket, upgrade, excess luggage or other services can be offered by a member in favor of the person of his choice. If the Member is under 18 years old, accrued miles of his account can only be used for and award for him-self and can never be offered to another person.

IV.1.5 If the beneficiary is different from the member offering the miles, this last person should present himself with the appropriate redeem miles form, his club Tiare membership card and his ID

IV.1.6 The reservation for an award ticket must be made within 11 months before the scheduled flight departure, a certain number of seats and a specific booking class are dedicated for this purpose (W/I/A). The airline reserves the right to establish embargos according to destination and time period. Award tickets must be issued within one week (seven working days) following booking confirmation.

IV.1.7 A "comfort Award » may be proposed when the standard reservation class is no longer available. Comfort award corresponds to 200% of standard award and permits access to booking class with better availability; it can be used on one or several legs of the trip ; mix between standard and comfort miles is permitted.

IV.1.8 An award ticket is defined as a round-trip or a trip whose departure and arrival points are different; in any case an award ticket must have at least two legs. The amount of miles per segment will be debited according to scale. An award ticket Papeete/Los Angeles/Paris (or vice-versa) issued as a one-way ticket will be considered as a 2 segments ticket and debited as such according to the scale for each leg.

IV.1.9 An award ticket cannot be used for a journey on a stretcher or for a baby crib.

IV.1.10 Award ticket is valid one year from the date the travel begins; if the ticket is not used by the initial travel date, the member will have one year from the date the award was issued to begin his journey .Thereafter, it will be considered as expired. The last will not be refunded, replaced nor postponed

IV.1.11 An upgrade award is only applicable to tickets already issued, award will be applicable following the booking class of original ticket and following applicable scale at time of upgrade request.

IV.1.12 Once the award ticket or the upgrade has been issued, date changes are authorized according to availability on Air Tahiti Nui flights and within trip itinerary. However, Club Tiare will automatically charge 5 000 miles fees or 50 USD or equivalent in local currency.

IV.1.13 Refund of award ticket is authorized within his validity and if ticket is not partially used. Refund of upgrade award is authorized within his validity. In both case Club Tiare will charge 10 000 miles or 100 USD or equivalent in local currency.

IV.1.14. In case of no-show at departure, no miles refund can be made and the return flight will automatically be cancelled. The award ticket will be definitely lost.

IV.15 All Air Tahiti Nui flights are subject to Air Tahiti Nui's conditions of carriage. Breach of these conditions of carriage, or of airline partners' conditions, or breach of general terms and conditions of non-airline partners, serious violations of ATN's general terms and conditions, abusive use of this loyalty program – in particular disrespect of the program's policies and procedures - the sale or barter of bonuses or bonus tickets, and any misleading declaration to this program, any reprehensible behavior – such as untoward or malicious behavior to any staff member of Air Tahiti Nui or its partners, any undisciplined behavior on board or in the lounges, or any refusal to comply with staff instructions, can lead to termination of the Member's account and future exclusion from the program, confiscation of all accrued miles and cancellation of bonuses previously issued but not yet used.

IV.1.16 The beneficiary of an award is jointly responsible, with the program Member, for settling all taxes and duties applicable.

#### IV.2) Non-airline partners award

IV.2.1 Any request for a non-airline partner award must be exclusively made to Club Tiare or on [www.airtahitinui.com](http://www.airtahitinui.com) following applicable conditions, The award certificate, regardless of final beneficiary, will be automatically issued following to instructions of program unless special conditions.

IV.2.2 Reservations are compulsory, and must be made with the concerned partner, before the request of certificate application, mentioning that he is booking a Club Tiare award.

IV.2.3 All awards beneficiaries must meet the legal conditions and observe the partner's specific conditions to benefit from award (age, driving license, etc.....).

#### **IV.3) Club Tiare limited liability**

IV.3.1 Awards offered by Club Tiare and its partners are valid within available time periods and quotas. There may be periods in which no rooms, cars, airline seats or other services are available ("black-out"). Club Tiare assumes no responsibility in case of unavailability or booking impossibility.

IV.3.2 Club Tiare and its partners reserve the right to forbid, or limit access to, award during certain time periods.

IV.3.3 Use of a Club Tiare partner's award remains subject to the partner's specific terms and conditions.

IV.3.4 Club Tiare reserves the right to cancel the participation of any partner in its program.

IV.3.5 The Member is solely responsible for the use of awards, whether he or another beneficiary is the final user.

IV.3.6 Miles accrued by the Member and issued award are not the Member's property.

IV.3.7 The Member must inform Club Tiare in writing of any card loss and/or theft. The Member must also inform Club Tiare of any change of address.

IV.3.8 In case of Member's death, Club Tiare will automatically cancel his card, close the account and cancel the accrued miles.

IV.3.9 Airline awards are subject to current conditions of carriage. Club Tiare reserves the right to expel from the program any Member having abused his Club Tiare privileges, or made false statements, or fraudulently used Air Tahiti Nui's flight coupons, or infringed our general terms and conditions.

IV.3.10 In some countries, the law may impose restrictions on the participation in the Club Tiare program and/or the conditions of its implementation. In order to comply with local legislation, Club Tiare may have to immediately apply new legal instructions and to modify its program accordingly without prior notice.

#### **V. Miscellaneous**

V.1 Air Tahiti Nui and its airline partners decline all responsibility for damage caused during the use of an award, except for damages occurring during carriage for which the carrier's liability applies according to international conventions. Club Tiare cannot be held liable for damages of any type caused during partner's services.

V.2 Club Tiare reserves the right to modify its program, at any time and without prior notice, including rules, eligibility, scale of miles accumulation and usage, miles validity period, within the current legal framework.

V.3 Club Tiare reserves the right to cancel the program with a three-month notice to Members.

V.4. The member is entitled to stop participating in the Club Tiare program. In that case, he must notify Club Tiare in writing and return his card. Accrued miles will be lost.

V.5 Members' answers to some of the application's questions are optional; however, they allow Club Tiare to provide better service. Travel data will be stored at least for the time of validity of the Member's miles. This data will be stored, unless the Member opposes it, for two additional years so that he can be informed of Club Tiare news.

Personal data on Members participation in the program will be processed and used to implement the program in accordance with Act 78-17 of 6 January 1978 (known as "Foyer Act, on electronic data, files and freedoms-CNIL"). Personal data will be used and shared by Air Tahiti Nui and its partners for the correct implementation of the program. Moreover, in order for Air Tahiti Nui and its partners to propose products and services, and for direct marketing and communication purposes, information on the Member and his/her activity in the program may be confidentially shared between Air Tahiti Nui and its partners, for their exclusive use. If the member does not wish to receive offers from Air Tahiti Nui and/or its partners, said Member may, under certain conditions, oppose the treatment of his/her data to these ends, by informing Club Tiare in writing at any time.

In compliance with Act 78-17, Members have a right of access and correction of their data.

V.6 In case of disagreement on the interpretation of Club Tiare loyalty program general terms and conditions and any Club Tiare documents stemming from translation into a foreign language, the French language version, applicable in French Polynesia, will be the sole version applicable for the execution of the present contract and the courts of Papeete will be the only competent jurisdiction for the resolution of said disagreement.

V.7 The above General Terms and Conditions prevail over any previous text. Each Member in the program confirms that he/she has read and accepted the present conditions. We invite each Club Tiare Loyalty Program member to keep informed of the latest updates on our web site [www.airtahitinui.com](http://www.airtahitinui.com)