

Club Tiare 2009 General Terms and Conditions – *applicable from April 1st, 2009.*

## 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 airline company Air Tahiti Nui

**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.

**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.

**Class of service bonus:** Increase in miles according to class of service (according to current scale); these miles are entered in the status meter.

**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 40.000 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 80.000 qualifying miles in a calendar year.

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

**Member:** A program member whose name is printed on the card and who has been given a program membership number. Only Members can enjoy the services and benefits offered by the program.

**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).

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

**Mile:** A mile is the unit of measure for air distances covered by the Member on Air Tahiti Nui's flights or code-shared flights.

**Base Miles:** miles earned by passenger based on flown distance deducted from booking class reduction if applicable (following club Tiare scale)

**Miles bonus:** Award of miles 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.

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

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

**Qualifying miles:** the total of miles, and adjustments (increases or decreases) according to class or service, accumulated by the Member. These are the miles entered in the Status meter, which determines the Member's status.

**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 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 bonuses are not entered in the status meter.

**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 bonuses and Air Tahiti Nui-American Express miles are not entered in this status meter.

## **CLUB TIARE LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS**

*(updated 21SEP 2009)*

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 usage conditions) 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@airtahitiniui.pf](mailto:clubtiare@airtahitiniui.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 application (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.

II.5) On December 31<sup>st</sup> of each year, the program status that the Member will reach will be 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 travelled and miles increases tied to class of service are considered as qualifying miles. If a Member has not accrued any qualifying miles in the reference year, he/she will be brought back to the basic status, Club Tiare Tahia. If a Member has not reached the threshold necessary to keep his status (40,000 miles for Club Tiare Silver, 80,000 miles for Club Tiare Gold), he/she will be brought down to the status below.

### **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.

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. Miles accrued by Members will be credited on the Member's account, regardless of who made the payment for the tickets, provided that the Member gives his card number at the time of reservation and when the ticket is issued.

III.1.7. In the case of an upgrade made using miles, miles for that trip will be credited according to the original class of service of the ticket originally purchased, not according to the class of service in which the Member actually flies.

III.1.8. Member must imperatively give his card number at the time of reservation or when the ticket is issued for miles to be credited when he/she travels.

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.

III.1.10 The airline grants a 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. Lost, stolen or expired awards cannot be refunded, replaced or extended.

III.1.11. 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. Bonus miles offered by Air Tahiti Nui or its partners are not considered as activity. However the account will remain active.

III.1.12 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.1.12 A thrice-yearly account statement is sent to active Members (unless he/she has opted for electronic communication). 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 <http://clubtiare.airtahitiniui.pf> web site is given only as a guideline

### III.2) Miles credit

III.2.1 To each fare level corresponds a specific number of miles according to booking class (see scale), i.e. booking class indicated in the reservation file and on the transport contract (paper or electronic ticket).

III.2.2. Lost or stolen, unused, 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. How to 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.

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 usage form (if the Member is under 18, his/her legal guardian must fill out and sign the miles usage form).

IV.1.4 if the beneficiary is different from the member offering the miles, this last person should present himself with the appropriate redeem miles form, his/her club Tiare membership card and his ID

IV.1.5 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. The issue of award tickets must be made within one week (seven working days) following booking confirmation. Award ticket is valid one year from the date of beginning of travel; after that period, it will be considered as expired. The airline reserves the right to establish embargos according to destination and time period.

IV.1.6 An upgrade request using miles is only applicable to tickets paid and issued in Moana or Poerava Business booking class, except for promotional rates and according to effective scale at the time of request.

IV.1.7 a full award, (ticket, an upgrade or other services) can be offered by a Member to another Member. If the Member is under 18, accrued miles can only be used for a bonus in his/her own favor and can never be transferred to another Member.

IV.1.8 Once the award ticket or the upgrade has been issued, date or class of service changes are authorized according to availability on Air Tahiti Nui's flights. However, Club Tiare will automatically bill any change according to current scale.

IV.1.9. 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 thus be definitely lost.

IV.1.10 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/Papeete (and vice-versa) issued as a one-way ticket (without stop-over) will be considered as a 2 segments ticket and debited as such according to the scale for each leg.

IV.1.11 An award ticket cannot be used for a journey on a stretcher or for a baby crib. 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.1.12 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, via the Miles application available in Air Tahiti Nui agencies, and must state precisely the beneficiary (ies). The award certificate, regardless of final beneficiary, will be automatically sent to the Club Tiare Member.

IV.2.2 Reservations are compulsory, and must be made with the concerned partner, before the bonus certificate application, and the Member must mention that he is booking a Club Tiare bonus.

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

#### IV.3) Club Tiare's 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 bonuses 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/her 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/her 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/she 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 <http://clubtiare.airtahitinui.pf>