

ClubTiare

General Terms and Conditions

*Those terms and conditions are important and are related to the Club Tiare,
Air Tahiti Nui's Frequent Flyer Program
As a Club Tiare member we recommend you to read them.*

*A member is deemed to have noted and accepted all the general and
Specific conditions applicable to this program*

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I. GLOSSARY OF TERMS

1.1 Terms or expressions are defined as follow

1.1.1 « Air Tahiti Nui » is defined as the company with its registered office in Papeete, Tahiti, French Polynesia

1.1.2 « Terms and Conditions » are defined as the terms and conditions governing the Program.

1.1.3 « Enroll date » is defined as the date the member is enrolling to the program on the airline website

1.1.4 « Calendar year » is defined a period starting on January 01st and end on December 31st on the same year

1.1.5 « Program » is defined as the Club Tiare loyalty program offered by the Company and developed to reward Members who frequently travel with Air Tahiti Nui. The Member can access to three levels which depend on the number of Miles earned within a calendar year.

1.1.6 « Member » is defined as a member of the Program, who has been assigned a program membership number. Only Members are entitled to benefit from the services and benefits proposed in the Program.

1.1.7 « Club Tiare Tahia » is defined as the **first status** of the program. Member will be automatically getting this status when first enrolling to the program.

1.1.8 « Club Tiare Silver » is defined as one of the **status** offered by the Club Tiare program Club Tiare. A member registered to the program can access this status by accruing **30 000 Tier miles** within a calendar year.

1.1.9 « Club Tiare Gold » is defined as one of the status offered by the Club Tiare program Club Tiare. A member registered to the program can access this status by accruing **60 000 Tier miles** within a calendar year.

1.1.10 « Membership cards » are defined as the Program's membership card issued and distributed by the Company to the Club Tiare Silver and Club Tiare Gold members.

1.1.11 « Promotional offers » is defined as special temporary offers that give a Member the opportunity to earn bonus miles, tier miles and/or use a reduced number of Award Miles.

1.1.12 « Booking class » is defined as the class is determined for an airfare and for which specific conditions apply. This booking class is available when the ticket is purchased.

1.1.13 « Cabin class » is defined as all benefits related to class of service and in accordance with a fare level.

1.1.14 « Partner » is defined as an airline partner or non-airline partner of the company.

1.1.15 « Code-share Partners » are defined as commercial partners sharing the same route with Air Tahiti Nui

1.1.16 « Force majeure » is defined as an event or effect that cannot be reasonably anticipated or controlled by the company

1.1.17 « Airline benefits » are defined as benefits offered on Air Tahiti Nui's or its airline partners for who award miles can be redeemed for airline ticket and baggage.

1.1.18 « Non airline benefits » are defined as benefits with a non-airline partner of the company which list is available on the website www.airtahitinui.com.

1.1.19 « Communication » is defined as the name for all means of communication used in the program which includes program brochure, notifications, newsletters, letters, enrollment form, website, and chart.

1.2 Terms or expressions related to Miles

1.2.1 « Miles » is defined as the unit of measurement chosen by the company to reward frequent travelers. Miles are valid for 24 months.

1.2.2 « Award Miles » is defined as all Miles earned and being accrued on the member's account. Award Miles can be used to obtain awards for airline or non-airline benefits.

1.2.3 « Tier Miles » are defined as Miles which count towards the Member's status in the Program which depends on the number of Tier Miles earned within a calendar year.

1.2.4 « Non-air Partners Miles » are defined as miles earned from non-air activities. They do not count towards the Member's status in the program but they are considered as an extending activity for 24 additional months. The list of those partners is available on the website www.airtahitinui.com

1.2.5 « Bonus Miles » are defined as Miles offered by the company. Bonus Miles do not count towards the Member's status nor is considered as an extending activity.

1.2.6 « Extra Miles » are defined as miles sold by the company to a member. These miles are considered as Bonus Miles.

1.3 Terms related to Awards

1.3.1 « Award » is defined as the award obtained within the Program by redeeming Award Miles.

1.3.2 An « Award ticket » is defined as an award allowing the member to travel on Air Tahiti Nui

1.3.3 An « Upgrade Award » is defined as an award allowing the member to travel in a higher class of service by redeeming Award Miles. Award Upgrade is non-endorsable and cannot be used on an airline other than Air Tahiti Nui.

1.3.4 An « Extra baggage Award » is defined as an award allowing the member to purchase an extra bag or pay for an overweight by redeeming Award miles. This award is non-endorsable and cannot be used on an airline other than Air Tahiti Nui.

1.3.5 « Overweight or oversize baggage Award » is defined as an award allowing the member to pay for an overweight/or oversize by redeeming Award miles. This award is non-endorsable and cannot be used on an airline other than Air Tahiti Nui.

1.3.6 « Comfort Award » is defined as an award allowing the member to access a higher booking class within the same cabin class when the number of seats reserved for an award is reached.

II. GENERAL CONDITIONS FOR THE CLUB TIARE PROGRAM

Those terms and conditions are important and are related to the Club Tiare, Air Tahiti Nui's Frequent Flyer program; As a Club Tiare member we recommend you to read them.

2.1 Program Definition

The Club Tiare program is owned by Air Tahiti Nui. It has been developed to reward Members who frequently travel Air Tahiti Nui or use the services of airlines and non-airline partners which qualify for miles based on a predetermined scale (see scale and miles redemption conditions) and under the following conditions.

2.2 Enrollment Club Tiare Program

2.2.1 Enrollment to the Club Tiare loyalty program is free of charge; any person who wants to join the Program may submit an application form online through the airline website www.airtahitinui.com.

2.2.2 Members of the program must be at least 2 (two) years of age. Each member is identified by its unique membership number. The Member can submit only one application form for the membership.

2.2.3 Legal entities cannot participate in the program.

2.2.4 Club Tiare reserves the right to refuse an application for membership which does not meet the criteria of the Program.

2.2.5 The Member is responsible for providing the Company with a correct mailing and/or emailing address ; In case the Member changes his/her mailing/email address, the Member shall notify the Company by means of the Program's website or by sending an email to clubtiare@airtahitinui.pf without any undue delay. Club Tiare will be entitled to request all supporting documents deemed necessary to make these changes. .

2.2.6 All persons applying for membership of the Program online shall be deemed to have read and accepted the General Terms and Conditions.

2.2.7 Throughout the current calendar year the Program offers a statutory evolution based on the level of Tier Miles accumulated by the Member from 1 January through 31 December on that same year. On 31 December of each year, Club Tiare will conduct an audit of the balance of Tier Miles on the member's account. If the threshold for a higher status is reached, the Member will become a Silver or Gold status member. Conversely, if the threshold of miles for each status is not reached or maintained, the Member will be downgraded to one level lower.

2.2.8 In respect of the environment, Air Tahiti Nui does not issue plastic cards for the Club Tiare Tahia status. The Member can get his virtual card online by logging into his account. Only the member who reaches the Club Tiare Silver or Gold statuses will receive a card. The Member is required to inform Club Tiare of any loss or theft of the card by sending an email to clubtiare@airtahitinui.pf. In case of loss, the request to issue a duplicate card will be charged 2000 XPF.

2.2.9 In the event of the death of a Member, the Company will close that Member's account and cancel all Miles earned by the concerned Member. A family member will need to provide the ClubTiare with the member's death certificate. Miles cannot be transferred to another account.

2.3 Earn miles

2.3.1 The Club Tiare program uses the term "Miles" as the calculation unit.

2.3.2 Each member will be assigned a Club Tiare account to which are credited the miles accrued.

2.3.3 The Miles earned have no cash value and cannot under any circumstances be converted into money. They cannot under any circumstances be transferred, donated, assigned, sold or combined with any other account belonging to any other member. Any fraudulent use of miles or bonus miles will be to the offender's liability and charge as well as subject to appeal in court by our company.

2.3.4 The miles are obtained exclusively using flights operated by Air Tahiti Nui or one of its Code-Share Partners. If the Member is also affiliated to a partner's loyalty program, the Member's account can be credited for a flight only once and in solely in one program. Purchasing a ticket from a Code Share Partner implies that earning miles will be on the program of the said partner. Air Tahiti Nui is likely to expand his Club Tiare Program by including new partners; this information will be communicated to its Members and be available on the website www.airtahitinui.com.

2.3.5 The Member must provide his Membership number when booking or at the issuance of his ticket so that miles are registered automatically once the journey has been completed. It is under his obligation to make sure that this information is well recorded in his reservation record, even if the booking has been done through the website or a travel agency.

2.3.6 The percentage of miles earned by the Member is conditioned by the Booking Class and the air fare.

2.3.7 Miles can also be earned through benefits paid to airline or non-airline partners. The conditions and the scale of acquisition are defined by the partner.

2.3.8 Lost, unused, refunded or expired tickets and flight sector coupons give no entitlement to miles credit.

2.3.9 Miles can only be credited to the Member's account for services the Member personally used. The Member cannot claim miles for cancelled flights for reasons beyond the control of Air Tahiti Nui or its airline partners, including cancellation related to weather conditions, labor disputes or security reasons. In the event of a transfer onto an alternative flight due to unforeseen circumstances, the Member will earn Level and Award Miles for the flight the Member originally purchased, not for the route flown.

2.3.10 Miles will be credited to the Member's account, regardless of the identity of the person who paid the ticket. The Member is responsible to check the amount of accrued miles after each trip.

2.3.11 In case the Member has redeemed an Upgrade Award, the member will earn the miles corresponding to airfare booking class of his original ticket and not the miles corresponding to the cabin class flown.

2.3.12 In case the Member has a full fare ticket and purchased a paid upgrade, the member will earn the miles corresponding to the travelled class.

2.3.13 Miles accumulation may be reduced or excluded on certain booking classes or fare types on Air Tahiti Nui or code-share partners. Special fares are not eligible for mileage accumulation. In particular, Award tickets, Award

upgrades, travel industry reduced rates, free or non-revenue tickets, tickets with booking class in X W I R S O are excluded from Miles accumulation. The Member will be informed of the percentage of miles accrual at time of booking online or by the company sales.

2.3.1.4 The Member may claim his miles retroactively. All claims for retroactive credit should be made within six (6) months of the flight. Requests can be made online by logging into the Member's account or by contacting the Club Tiare. Retroactive credit for activities with a partner is not allowed.

2.3.1.5 Air Tahiti Nui reserves the right to regulate discrepancies revealed on miles accrual on the member's account. To resolve the situation, the improper Miles can be debited from the Member's account without notice. Inversely, missing miles can be added to the Member's account.

2.4 Redeem Award miles

2.4.1 General Terms

2.4.1.1 When the Member has accumulated a sufficient number of Award Miles, the Member may request an award. Club Tiare award miles can be redeemed for tickets, upgrade, extra baggage allowance, excess baggage weight/size, as well as other benefits provided by Air Tahiti Nui or its airline and non-airline partners.

2.4.1.2 The Member or the beneficiary of any Award is responsible for paying all applicable taxes, fees, levies and surcharges associated with the issue or use of an Award and obtaining necessary travel documents for the Award ticket including visa, vaccination and insurance.

2.4.1.3 In the event the Member is legally incompetent (of major or minor age) the Award application form must be signed by the Member's legal representative or guardian. In this case, documentary evidence has to be provided to the company in addition to the identification of the beneficiary.

2.4.1.4 In case of no activity on the account for 24 consecutive months, Air Tahiti Nui is entitled to expire the remaining Award miles on the Member's account and inactivate the account. An email notification will be sent to the Member 2 months prior the expiration date. The Member is responsible to provide the company with a correct e-mail address for communications. In case no e-mail address has been provided, a mailing will be sent to the Member's address as specified on his profile.

2.4.1.5 The Member will have access to his personal account on the internet which allows him to check his statement, Award Miles status, update his profile and claim his miles retroactively. This access is secured with his password. Information related to the Club Tiare is sent either by email/or mail and is indicative.

2.4.1.6 Air Tahiti Nui uses different means of communication. When joining the program, the Member accepts to periodically receive notifications on activities registered on his account or newsletters regarding special Club Tiare offers, Award-miles status, tier upgrade or downgrade etc.... Air Tahiti Nui cannot be held responsible in case of non-receipt of these notifications. This dynamic communication is only available in case of an email has been properly provided by the Member. The Member guarantees the correctness of all information given and shall be solely responsible for providing and maintaining his contact information updated.

2.4.2 Redeem Award miles for Airline benefits

2.4.2.1 An Award ticket allows the member to travel on Air Tahiti Nui services according to the Club Tiare's General Terms and Conditions. The miles deduction varies depending of the destination, the booking class chosen as defined by the Club Tiare miles scale.

In the event a journey involves more than one sector and the miles have been deducted from different accounts, one Award-ticket will be issued for each sector. Taxes and penalties for changes and cancellation will be charged for each issued Award-ticket.

2.4.2.2 Awards are specified on a predetermined scale; The Company reserves the right to change this scale at any time without prior notice.

2.4.2.3 In case of insufficient Award miles, the Member may purchase extra miles for the acquisition of an Award. Purchasing extra miles will need to be done through the company reservation services during Papeete, Tahiti headquarter working hours between Mondays to Fridays from 08.00am to 03.30pm; Extra miles purchase is not available at the airports. Purchasing extra miles will only be possible if the Member has at least a balance of 100 miles on his account. The extra mile cost is XPF 3 with a minimum purchase of 2000 Miles for each transaction; additional blocks of 1000 extra miles can be purchased thereafter.

2.4.2.4 Only the Member is entitled to apply for an award and validate the award request form. The Member may order an Award either for himself or for any other person designated by the Member. Should the beneficiary not be the Member, the award request form will need to be duly signed by the member and be provided to the company in addition with a copy of the member's identity card/or passport and his written permission allowing the company to deliver the award ticket to the beneficiary. In the event the Member is legally incompetent (of major or minor age) the Award must be requested by the Member's legal guardian(s) or representative(s).

2.4.2.5 An Award ticket can be booked 11 (eleven) months prior to the travel date within the quota of seats defined by the airline in each cabin and in each booking class (W/I). The issuing of the award ticket should be done within 7 working days following the booking confirmation. The company reserves the right to put embargo periods on specific destinations and periods .

2.4.2.6 Award tickets are valid for a period of 1 year (1) after the journey has started; the return travel must be done within the period of 12 months following the departure. Once the ticket has been issued and if the trip has not been made within a period of 1year (1) the ticket is deemed to be expired and the award cannot be refunded.

2.4.2.7 «Comfort Award » is available when the quota of seats allocated to awards has been reached. The « Comfort Award » applies only to economy Moana class and it represents the double of miles required for an award. It gives the member an access to a larger inventory and booking class availability and optimizes his chances of flight confirmation. This option can be used on one or several sectors and is combinable with an award.

2.4.2.8 In case the member is a **Minor**, the award can be offered to any beneficiary as long as either both parents or legal guardian(s) have signed the Award application form and provide the documentary evidence.

2.4.2.9 The member can redeem an award ticket for an infant as long as the infant is travelling with him. In this case, the award is to be deducted from the member's account. An infant does not have a confirmed seat. If the parent is willing to have a confirmed seat for the infant, he may apply for a regular award in accordance with the Club Tiare's scale. Once the infant award ticket is issued, the ticket is changeable without fee for a period of 12 months on the same destination. Cancellation will be subject to a penalty of 5,000XPF or an equivalent amount paid in the local currency.

2.4.2.10 Awards cannot be used for medical stretcher transport or extra seats.

2.4.2.11 Upgrade Award must be redeemed for Air Tahiti Nui's qualifying flights provided that the full fare ticket has been issued. The Award varies according to the booking class of the full fare ticket paid. Upgrade award is not applicable on "Group fares".

2.4.2.12 Award tickets and Upgrade Awards can solely be used on Air Tahiti Nui, unless otherwise stipulated.

2.4.2.13 once the award has been issued, date change on an award ticket or upgrade award is allowed as long as it is on the same route (itinerary) and on Air Tahiti Nui's flights. Change is subject to availability in W or I booking classes and to a change fee of 5,000XPF or an equivalent amount in local currency based on the country of purchase of the award. Change Fee will be charged for each issued Award. In the event the member request a date change on an economy class award ticket and request simultaneously to be upgraded in business class with his Miles, the economy class award ticket will be refunded to the member's account; in this case, the refund fee applicable to the economy award ticket will not be applied provided the new business class award ticket is issued on the same day.

2.4.2.14 once an **award** ticket has been issued it is valid for a period of 12 months from the date of issuance of the Award ticket and solely under the condition that the journey was not started. Refunds will be subject to a refund fee of 10,000XPF or an equivalent amount in local currency based on the country of purchase of the award. In case of a journey with multiple sectors for which miles have been offered and debited from another account, the refund fee will be applied on each debited award. Once the journey has started, the Award is nonrefundable, not even partially..

2.4.2.15 An **Upgrade Award is refundable before** the beginning of the journey and to the extent that the ticket is unused. The upgrade award is refundable within a period of 12 months from its date of issuance. Refunds will be subject to refund fee of 10,000XPF or an equivalent amount in local currency based on the country of purchase of the

award. Once the journey has started, the Award is nonrefundable. In case of a journey with multiple sectors for which miles have been debited from another account, the refund fee will be applied on each debited award.

2.4.2.16 Extra baggage award may be redeemed in case the member is exceeding the usual baggage allowance in weight or size. The extra baggage award is only valid on flights operated by Air Tahiti Nui. In the event, the member has connecting flights operated by other carriers; the traveler will be subject to the General Terms and Conditions of the other carriers and their liability. Oversized luggage and animal transportation are excluded from this award.

2.4.2.17 the extra baggage award is **non-refundable** if unused; however, changes in date for the same itinerary can be made, as far as this applies for the same booking record within a period of 12 months from its date of issuance. Changes are subject to a change fee of 5,000XPF or an equivalent amount in local currency based on the country of purchase of the award.

2.4.2.18 In case of **no-show** at the boarding gate on the travel date, the extra baggage award is non-refundable, even if unused.

2.4.2.19 Awards have a validity of 12 months after issuance is completed and will expire after this period. Expired Awards will not be refundable, replaced or extended.

2.4.2.20 All Air Tahiti Nui flights are subject to Air Tahiti Nui's General Transportation Terms and Conditions. Violation of the general conditions of carriage of Air Tahiti Nui's, or any airline partner or non-airline partners may result in cancellation of the Member's account and its exclusion from program. In this case, the accumulated miles and awards previously issued but unused, will be cancelled.

2.4.3 Redeem Award miles for Non-Airline benefits

2.4.3.1 Any non-airline award has to be performed exclusively the company website www.airtahitinui.com in respect of the program General Terms and Conditions. The Member is required to specify the name of the beneficiary at the time of booking. The award certificate – regardless of the beneficiary – will be automatically sent to the Member. Any Member having the required number of currently valid Miles may benefit from an Award for him or herself or any other persons designated by the Member under conditions and subject to restrictions notified to the Member. Any beneficiary of an Award must meet the legal requirements for the use of the desired service (e.g. age, driving license) and must abide by the conditions laid down by the Partner concerned, notably in regard to deposit payments on reservations with Partners. Modification and cancellation conditions for Non-Airline Awards are set forth in FB Communication.

2.4.3.2 Any beneficiary of an award must meet the legal requirements for the use of the desired service and must abide by the conditions laid down by the partner concerned.

2.4.3.3 The Member is responsible for any non-airline awards performed on his account. Once issued, the award is non changeable and nonrefundable. Before validating the award request, the Member is responsible for booking the service with the Partner and must indicate the Club Tiare Award.

III. Club Tiare's Limited Liability

3.1 Awards on Air Tahiti Nui's flight or with a non-airline partner are valid within the limit of available seats and time periods. At certain dates there might be no availability for rooms, cars, seats or other services. The Club Tiare declines any responsibility in case of unavailability or impossibility of booking.

3.2 The Club Tiare and its partners reserve the right to prohibit or limit the opportunity to receive an award during specific time periods.

3.3 Any non-airline award is subject to the partner terms and conditions.

3.4 The Club Tiare reserves the right to cancel the participation of any partner in the Program.

3.5 The Member is solely responsible for the use of Award Miles, whether used by the Member itself or a designated beneficiary.

3.6 Airline Awards are subject to the General Terms and Conditions of Transportation in effect. Club Tiare reserves the right to exclude any Member from the Program who would have made improper use of his privileges or false

statements, who would have used fraudulent tickets on Air Tahiti Nui, or who do not respect the General Terms and Conditions.

3.7 The legislation in some countries may enforce restrictions on the conditions of application and participation in the Club Tiare Program. To be in compliance with such legislation, Club Tiare shall be entitled to immediately apply new legal instructions and modify its Program accordingly without prior notice.

3.8 Air Tahiti Nui and its airline partners decline any responsibility for damage that may arise in connection with the use of Awards excluding the damage caused during the transport for which the carrier's liability applies under international conventions. Club Tiare cannot be held responsible for damages, of whatever nature, that may arise in connection with the use of Awards with its Partners.

IV. Miscellaneous

4.1 Club Tiare reserves the right to amend this Program at any time, without notice: Terms and Conditions, enrollment conditions, the Award Miles accumulation and redemption scale, duration of miles validity, according to the terms and conditions in effect.

4.2 Club Tiare reserves the right to cancel this Program with a 3 months' notice to the member.

4.3 The Member may terminate his participation to the program. The member shall notify in writing Club Tiare and return any card in Member's possession. The accumulated Award miles will be cancelled upon receipt of the termination request.

4.4 Upon enrollment, the Member shall provide a phone number and a valid email address. Geographical location is optional; however, this information allows the Club Tiare to offer a qualified service to its Members and to contact them, if necessary.

4.5 All travelling data of the member will be stored to a minimum during the validity of the Award miles. These data will be, unless no other objection from the Member, kept for two additional years.

4.6 Personal data relating to the participation of Members in the Program will be processed and used for purposes serving the Program implementation in accordance with the French Personal Data Protection Act (French Law 78-17 of January 6, 1978). Air Tahiti Nui reports to the National Commission for Computing and Liberties - CNIL treatment of said personal data.

In order to enable Air Tahiti Nui, or the partners to offer products and services as well as for their direct marketing or communication purposes, information concerning the Member and the member's Program participation may be shared confidentially between Air Tahiti Nui and its partners, for their sole usage.

4.7 If the Member does not want to receive offers from Air Tahiti Nui and/or partners, the Member may object to the processing of his/her data for this purpose by notifying the Club Tiare at any time in writing. In application of the law of 78-17 of 6 January 1978 the Member has a right of access and rectification to the said information.

4.8 In case of discrepancy on the translation and interpretation of the General Terms and Conditions of the Program or any documentation of Club Tiare, French language versions will be applicable and jurisdiction is Papeete (Tahiti).

4.9 The present General Terms and Conditions supersede all previous documents containing such terms and conditions. Each Member of the Program confirms having read and agreed to these terms. We invite each Member of the Club Tiare Program to keep abreast with the various updates on our website www.airtahitinui.com