



# New Terms and Conditions

## 1.1 Definitions

Terms or expressions used in these terms and conditions are defined as follows, unless the context specifies otherwise:

'Air France' is defined as Société Air France, a limited liability company, incorporated under the laws of France and having its registered office at 45, rue de Paris, F-95747 Roissy CDG Cedex, France, and registered with the Registry of Commerce and Companies of Bobigny under number B 420 495 178.

'Airline Reward' is defined as any Reward available on Air France, KLM, and Airline Partners. Airline Rewards may include, but are not limited to, Reward tickets, Reward Upgrades, and extra options.

'Airline Partner' is defined as any airline, member of SkyTeam or not, for whose services XP (Experience Points) can be gained and/or Miles can be earned and/or Miles can be spent as specified in regularly published Flying Blue Communication.

'Reward' is defined as the reward obtained with Miles, in accordance with the procedures and conditions set forth in Flying Blue Communication.

'Miles' is defined as Miles earned on Air France, KLM, Airline Partners and Non-Airline Partners in accordance with the procedures set forth in Flying Blue Communication. Miles can be used to obtain Rewards.

'Reward Upgrade' is defined as a reward that upgrades the class of travel to one level higher than the class booked with the paid ticket.

'Company' is defined as Air France and KLM, who own the Programme and are operating the Programme.

'Customer Service Centre' is defined as any service unit fully authorised by the Company to provide the range of services under the Programme.

'Enrolment Date' is defined as the date the enrolment form of the eligible applicant is signed, or, in the event of Internet or e-mail enrolment, the date that the application is submitted to the Company via the Programme's Internet or e-mail applications.

'Flying Blue Communication' is the collective name for communication used in the Programme, including but not limited to the following: Programme brochures, news, letters, direct mailings, website and enrolment forms.

'General Terms and Conditions' is defined as the terms and conditions governing the Programme.

'KLM' is defined as Koninklijke Luchtvaart Maatschappij N.V. (KLM Royal Dutch Airlines), limited company incorporated under the laws of The Netherlands, trade register Amsterdam 33014286, with its principal corporate office at Amsterdamseweg 55, 1182 GP Amstelveen, The Netherlands.

'XP' is defined as the Flying Blue Experience Points which count towards the Member's level in the Programme. A Member's level depends on the number of XP gained within a specified time period. The qualification criteria and the services and benefits attached to each level are specified in Flying Blue Communication. XP are gained on flights with Air France, KLM and of other SkyTeam Partners and any Airline Partner designated as such in Flying Blue Communication and on any other activity specified as eligible for gaining XP in Flying Blue Communication.

'Member' is defined as a member of the Programme, whose name is on the Card and who has been assigned a programme registration number. Only Members are entitled to benefit from the services and benefits proposed in the Programme.

'Membership Card' and 'Card' are defined as the Programme's membership card, possibly virtual, issued and distributed by the Company after acceptance by the Company of the application for the Programme.

'Non-Airline Partner' is defined as a partner other than Airline Partners for whose services Miles can be earned or spent as specified in any regularly issued Flying Blue Communication.

'Partner' is defined as Airline and Non-Airline Partners.

'Password' is defined as a personal authentication code that provides access to a Member's personal account.

'Programme' is defined as the Flying Blue loyalty programme offered by the Company as introduced in 2005, and developed to reward Members who frequently travel with Air France, KLM, or their Airline Partners, and/or Members who use eligible services provided by Non-Airline Partners.

'Promotional Offers' is defined as special temporary offers that give a Member the opportunity to gain extra XP and/or Miles, and/or to obtain Airline Rewards and/or Rewards against a reduced number of Miles.

'Eligible Flight' is defined as the flight being made on Air France, KLM, SkyTeam Partners and any Airline Partner designated as such in Flying Blue Communication, for which both XP can be gained and Miles can be earned.

'SkyTeam' is defined as the alliance of airlines whose members are available on [www.skyteam.com](http://www.skyteam.com).

'SkyTeam Partner' is defined as any airline member of SkyTeam other than Air France and KLM.

'Earn Activity' is defined as an activity by the Member that entitles the Member to Miles and/or XP under the Programme as specified in Flying Blue Communication.

'1st Activity Date' is defined as the date the Member makes the 1st Earn Activity in the Programme after enrolment.

'Overall Extending Activity' is defined as an Activity that rewards the Member with XP (Eligible Flights) or any other Earn Activity designated as an Overall Extending Activity in the Flying Blue Communication and which therefore extends the validity of all Miles, such as flights on Transavia that earn Miles and payment with the co-branded credit cards listed in the Flying Blue Communication.

'Partial Extending Activity' is defined as every other Earn Activity that does not qualify as an Overall Extension Activity and that therefore extends the validity of some of the Miles only.

'Qualification Date' is defined as the 1st Activity Date or subsequently the first date of the new Qualification Period.

'Qualification Period' is defined as the period starting on Qualification Date and lasting for a maximum period of 12 full calendar months or the moment the Member gained enough XP for the next level, whichever occurs first. Once the next level has been reached, a new Qualification Period will start. In the event that the next level has not been reached within 12 calendar months, a new Qualification Period will start.

## **1.2 General**

1.2.1 The General Terms and Conditions define the contractual relationship between the Company and each individual Member. The Company, acting in good faith, reserves the right to cancel or replace the Programme or transfer the ownership of the Programme and the right to make alterations to or amend the Programme, the General Terms and Conditions, Flying Blue Communication, the XP and Miles accumulation structure, Reward structure, Miles redemption structure, the participation of any Partner in the Programme, or Programme procedures as described in Programme documents at any time. No damage claims against the Company by Members may be lodged as a result of legally required country-specific alterations. Notification of alterations and amendments to these Terms and Conditions will be issued through the Flying Blue communication. These General Terms and Conditions and any alterations shall be considered approved if the Member uses the Membership Card, orders or uses in any way a Reward or benefit offered under the Programme, or if no written protest is registered within 30 days of notification. If a Member does not accept the Programme alterations, the Member may terminate the membership as per paragraph 1.2.2.

1.2.2 Each party may terminate the contractual agreement at any time in accordance with the procedures described in the Flying Blue Communication. The General Terms and Conditions shall continue to govern implementation even after termination of the contractual relationship. Upon receipt of the termination request, the Company shall terminate the membership, upon which a Member has either six months from the date of termination or up to the applicable Miles validity date to use up any accrued Miles,

whichever occurs first. If the Company cancels the contract, all Miles shall expire six months from the notification of cancellation or after the applicable Miles validity date, whichever occurs first. If the Member makes material misrepresentations, violates Reward rules or rules as set forth in Flying Blue Communication, or violates rules as per 1.4.8, all Miles shall expire as soon as the Company issues the notice of cancellation.

1.2.3 The Company will make reasonable efforts to give Members prior notice of termination of the Programme.

1.2.4 The Company will make reasonable efforts to ensure that the Rewards, benefits and opportunities to gain XP and earn Miles promoted as being available to Members will actually be available. However, the Company or their Partners may unilaterally restrict the amounts of the Reward being proposed and the Company cannot guarantee or warrant that such facilities shall be available. A Member may therefore find that there is no availability on a given flight or that a particular Reward is not available.

1.2.5 All Rewards and benefits proposed are subject to change and availability, including blackout dates indicated in Flying Blue Communication. Local restrictions and/or alterations may apply. Rewards, benefits and opportunities to gain XP and earn Miles offered to Members are or may be provided by Partners with whom the Company has made arrangements but over which it has no control.

1.2.6 Rewards, benefits and opportunities to gain XP and/or to earn Miles and/or spend Miles will be subject to the general terms and conditions of the Partner providing the promoted facilities. These general terms and conditions shall be sent to a Member when the Member submits a request for them to such a Partner. All Air France flights will be subject to Air France's conditions of carriage which are available on [www.airfrance.com](http://www.airfrance.com). All KLM flights will be subject to KLM's conditions of carriage which are available on [www.klm.com](http://www.klm.com). All Airline Partners flights will be subject to the relevant conditions of carriage of the Airline Partner.

1.2.7 The Company and its partners reserve the right to make Promotional Offers available to groups of Members based on their Programme activity, including but not limited to, flight activity, hotel stay activity and car rental activity. Promotional Offers are not valid in combination with other Promotional Offers. The Promotional Offer that most benefits the Member will be applied.

1.2.8 The level in the Programme to which a Member qualifies will be determined by the number of XP gained during the Qualification Period. In the event that a Member reaches the next level within the Qualification Period, the relevant number of XP will be deducted from the Member's XP counter and the Member shall be upgraded to the next level. In the event that a Member does not gain the necessary number of XP for a level upgrade but enough XP to remain in its current level, the relevant number of XP shall be deducted after the end of the Qualification Period. In the event that a Member does not gain enough XP to remain at their current level, the Member shall be downgraded to the next lower level and the relevant number of XP shall be deducted after the end of the Qualification Period. In case an Explorer member does not reach the next level within the qualification period, the XP counter will be set to zero at the end of the qualification period.

1.2.9 For Explorer Members, Miles are valid for 2 years. The Company shall cancel the Miles after a period of 2 years with no registered Earn Activity that extends the validity of the Miles. The validity of all Miles shall be extended by 2 years after an Overall Extending

Activity, so Miles will expire 2 years after the last Overall Extending Activity date. Only Miles earned after the last Overall Extending Activity shall be extended with a Partial Extending Activity. The information of the validity date of Miles is available online in the Member's account.

1.2.10 After a period of 5 years with no Miles accrual by a Member, the Company reserves the right to unilaterally terminate the membership.

1.2.11 Activity overview, Miles counter and/or XP counter shall be available in the online account of the Member.

1.2.12 The Flying Blue account, the XP, the level and the Miles earned by the concerned Member cannot under any circumstances be transferred, bequeathed, assigned, sold or combined, whether or not for valuable consideration, with the account of the Miles of any other person whether or not that person is a Member of the Programme, or with any other account belonging to the Member, except as otherwise provided by the Company and specified in Flying Blue Communication.

1.2.13 In the event of the death of a Member, the Company shall close that Member's account and cancel all Miles and/or XP earned by the concerned Member upon receipt of the death certificate.

### **1.3 Enrolment**

1.3.1 Subject to local laws and parental or guardian approval, where applicable, the Programme is open solely to individuals aged 2 years or older, whose mailing address is in a country where the Programme is open to membership. Corporations, non-corporate bodies or other legal entities are excluded from participation.

1.3.2 A Member may only submit one application for membership and the Member may have only one account in the Member's legal name. In the case of duplicate accounts, the account with the lowest amount of XP or Miles will be cancelled and all XP and Miles accumulated on that account will be transferred into the other account.

1.3.3 When joining the Programme, the Member accepts to receive the Flying Blue Communication which is a basic part of the Programme. The Member is responsible for providing the Company with a correct mailing and e-mail address for obtaining his Card and for Flying Blue Communication. If a Member changes his mailing/e-mail address, the Member shall notify the Company in writing or by means of the Programme's website without any undue delay. This change of address shall be confirmed with the Member's signature or Password, whichever is applicable.

1.3.4 Any eligible person wishing to join the Programme or the legal guardian or representative if the applicant is a minor must complete an individual Programme membership online application to create a Flying Blue account. All persons applying for membership of the Programme shall be deemed to have read and accepted the General Terms and Conditions.

1.3.5 The Company reserves the right to refuse membership to any person who does not meet the requirements for participation in the Programme.

1.3.6 Any person whose membership application has been accepted by the Company shall obtain an individual account, membership number and a password allowing access to the Internet and any other services described in the Flying Blue Communication. The membership number and password will be required for any inquiry concerning the account. The password will always be communicated to the Member and only to the Member. The Member is responsible for the usage of his Password and shall not disclose the Password to any third party.

## **1.4 Compliance with the Programme**

1.4.1 The Member guarantees the correctness of all information given, including but not limited to a mailing address and an e-mail address, and shall be solely responsible for any erroneous, incomplete or out-of-date information. All data, including personal data shall be used and exchanged by Air France, KLM and the Partners as required by the Programme.

1.4.2 Upon the request of the Company, the Member shall supply valid proof of identity. Failure to do so within 30 days will automatically lead to suspension or termination of the membership and forfeiture of all XP and Miles accrued.

1.4.3 All XP and Miles and subsequent Rewards must be gained, earned and used in accordance with to the rules and guidelines in these General Terms and Conditions. The Company has the final authority to decide whether an activity qualifies for XP or Miles.

1.4.4 XP and Miles will not be awarded on unused, forfeited, fraudulent, lost, out-of-date or refunded tickets or transactions. XP and Miles will not be awarded when a person checks in and improperly identifies under the same name as the Member.

1.4.5 Loss, theft or damage of the Membership Card must be reported immediately to the Customer Service Centre. Upon the Member's notification of a lost, stolen or damaged Card, the Card will be replaced. The Company is not liable for any fraudulent use of the Card or failure of the Member to comply with the contents of this provision.

1.4.6 All claims for retroactive credit should be made within six (6) months after the flight or transaction in question. Retroclaims for Partners should be sent to the Customer Service Centre by regular mail or made on Partners' websites and should to be supported by the relevant documents, in accordance with the procedures as set forth in the Flying Blue Communication. Furthermore, the Company reserves the right to demand at any time all documentary evidence of the Miles accrual. Documents submitted to the Customer Service Centre cannot be returned; therefore it is advised to keep copies of such documents.

1.4.7 The sale, purchase, brokerage, resale, barter or exchange of Miles or Rewards for any compensation is prohibited, except as otherwise provided by the Company and specified in Flying Blue Communication. Violators, including any passenger who uses a purchased or bartered Reward, shall be liable for damages and litigation costs. XP, Miles and Rewards have no cash value and can never be exchanged for cash.

1.4.8 Violation of the general conditions of carriage or tariffs of Air France, KLM, or any Airline Partners, including SkyTeam, the general terms and conditions of Non-Airline Partners, material violation of the General Terms and Conditions, abuse of the Programme

including the failure to follow Programme policies and procedures, the sale or barter of Rewards or tickets or any misrepresentation of facts pertaining thereto, improper conduct including any untoward behaviour or harassment with reference to any Air France, KLM or their Partners' employee, unruly behaviour on board or in lounges, or any refusal to honour employee instructions, may result in cancellation of the Member's account and future disqualification from the Programme, forfeiture of all XP and Miles accrued, and cancellation of previously issued but unused Rewards.

1.4.9 Any material breach of the General Terms and Conditions may result in the confiscation of Rewards at any time (including in transit or en route) and payment by the Member or passenger of the full applicable fare for any segment travelled on Rewards that have been misused.

1.4.10 In connection with the enforcement of any of the Terms and Conditions governing the Programme, the Company reserves the right to take appropriate legal action as it deems necessary against the Member, and may recover damages, attorneys' fees and court costs.

1.4.11 Employees or managers, or their heirs or assigns, of any airline, travel agency or person or entity trading as or on behalf of a tour operator cannot take advantage of the present Terms and Conditions by earning Miles or obtaining Rewards, nor of their status in the Programme for services offered by Air France, KLM or any of the Partners at special prices, at employee-reduced rates or at travel industry reduced rates.

## **1.5 Personal Data**

1.5.1 All Personal data relating to the participation of Members in the Programme will be processed and used for purposes serving Programme implementation in accordance with applicable data protection regulations such as the Dutch and French Personal Data Protection Acts ('Wet Bescherming Persoonsgegevens' and the French Law of 6 January 1978, as modified by the law of 6 August 2004 and any subsequent modification, and the General Data Protection Regulation (GDPR) (Regulation EU 2016/679).

1.5.2 Personal data shall be used and exchanged by Air France, KLM and the Partners as required for the operation of the Programme. Furthermore, in order to enable Air France, KLM or the Partners to offer products and services as well as for their direct marketing or communication purposes, to the extent that the Member has consented to such direct marketing or communication, information concerning the Member and the Member's Programme participation may be transmitted confidentially between Air France, KLM and the Partners for their sole usage. For further details we refer to the KLM privacy policy at [www.klm.com](http://www.klm.com) and the Air France security policy and data confidentiality policy at [www.airfrance.com](http://www.airfrance.com).

## **1.6 Auditing**

1.6.1 The Company reserves the right to audit any and all accounts in the Programme at any time and without notice to the Member to ensure compliance with the Programme rules and applicable conditions of carriage and/or tariffs.

1.6.2 In the event that an audit reveals discrepancies or violations, the processing and/or use of Rewards, XP and Miles accrual may be delayed by the Company until the discrepancies or violations are resolved to the satisfaction of the Company. Pending such resolution, Members may be prohibited from Spending Miles, accessing lounges, and using Rewards, services or benefits associated with the Programme as determined solely by the Company.

1.6.3 The Company reserves the right to inform the security officers of Air France, KLM, SkyTeam Partners or any other Partner about the serious misbehaviour of the Member or discrepancies in the Member's account.

1.6.4 The Company reserves the right to exchange information with Partners or their agents for auditing purposes.

## **1.7 Liability**

1.7.1 The Company is not liable for any damage, death, delay, injury or loss arising out of or in connection with services, Rewards or benefits provided by the Airline or Non-Airline Partners under the Programme, save to the extent in which such damage or loss arises out of negligence by the Company, or was caused by the Company with intent, or recklessly and with the knowledge that damage would probably result, except as otherwise provided by the Warsaw Convention (as amended) or the Montreal Convention, whichever is applicable. Any claim must be submitted directly with the relevant Partner.

1.7.2 Except as otherwise provided in clauses 1.2 and 1.7.1 above, the Company shall not be liable for any loss or damage resulting from the termination of, or the change in the Programme or for any withdrawal from the Programme by Air France, KLM or one of the Partners. The Company shall make reasonable efforts to inform the Member about any such changes or withdrawals as soon as possible.

1.7.3 If the Company or any Partner improperly denies a Member XP and/or Miles accrual, Rewards, or some other benefit, the Member's exclusive remedy shall be the issuance of the improperly denied XP and/or Miles accrual, Reward or benefit by the Company, if available, or such other reasonable, alternative and comparable benefits as determined by the Company, or re-crediting of the Miles spent, at the Member's option. In the event of any of the aforementioned improper denials, the liability of Air France, KLM or any Partner shall be limited to the value of the Reward concerned and compensation shall take the exclusive form of a Reward or the re-crediting of the value in Miles.

1.7.4 Laws applicable in certain countries may impose restrictions on the conditions governing implementation or membership in the Programme. Due to local laws and regulations, the Company may not be able to make available the Programme or parts thereof in certain countries or to certain individuals. The Company will not be liable when complying with such local laws and accordingly reserves the right to terminate a Member's participation in the Programme and cancel whichever XP and Miles such Member may have accumulated.

1.7.5 The Member is liable for any claims from third parties, including the tax authorities, arising from membership in the Programme.



## 2 Earning Miles

2.1 Miles earned by the Member shall be credited to the Member's account irrespective of the identity of the person or entity paying for the tickets or services, provided the Member has submitted the membership number when booking the flight, at the time of issuing the ticket, when checking in for the flight, and/or when signing the contract for provision of services by a Partner. Members are personally responsible for informing any third party or legal entity paying for the tickets, transaction or services, including but not limited to the Member's employer, with respect to the Miles and advantages obtained under the Programme.

2.2 Each Member should verify that Miles have been duly credited to the Member's account.

2.3 The Company reserves the right to debit the account of any Member who has acquired Miles unduly.

2.4 Flights qualify for Miles and/or XP accrual in accordance with the conditions indicated in Flying Blue Communication. XP and/or Miles accrual may be reduced or excluded on certain booking classes or fare types or flight numbers on Air France, KLM, or Airline Partner operated flights as specified in Flying Blue Communication. In particular, Reward tickets, travel industry reduced rates, free or non-revenue tickets are excluded from Miles and/or XP accrual. All services provided by Non-Airline Partners qualify for Miles accrual under the conditions indicated in Flying Blue Communication. Any services provided by Non-Airline Partners at employee-reduced rates do not qualify for Miles accrual.

2.5 In case of flight cancellations by Air France, KLM and other SkyTeam Partners or other Airline Partners, including but not limited to weather conditions, labour disputes or security reasons, the Member will not earn Miles and/or gain XP.

2.6 All XP and Miles and subsequent Rewards must be gained, earned and used according to the rules and guidelines in these Terms and Conditions.

2.7 The Member must actually travel to gain XP and earn Miles. XP and Miles will not be awarded on unused, forfeited, fraudulent, lost, out-of-date or refunded tickets. The Member can gain XP and earn Miles only for the flight flown, even if the Member purchases tickets for other people or purchases several seats on the same flight. On Air France and KLM operated flights, a Member can earn Miles in case of booking of an extra paid seat (including but not limited to a stretcher or transportation of fragile oversize baggage in cabin) provided the extra seat is booked under the same name as the Member and in the same booking class as the Member's one. In the event of a transfer onto an alternative flight due to unforeseen circumstances the Member will gain XP and earn Miles for the flight the Member originally purchased, not for the route flown. Miles are earned on services and/or extra options only if used personally by Member. The Member's account can be credited only once for each flight flown and can be credited only once for each service used. The amount of Miles assigned will be based on the Member's level at the moment of each flight flown.

2.8 In case of upgrades, XP and/or Miles will be awarded based on the initial purchased fare and not on the actual class of service flown.

2.9 While the Company makes every attempt to provide accurate credit or mileage, it is the Member's responsibility to retain necessary documents such as boarding passes and passenger receipts required for retroactive credit.

2.10 Unless otherwise stated by the Company or its Airline and Non-Airline Partners, including SkyTeam Partners, Members who are also members of other loyalty programmes should note that only one loyalty programme is allowed to be used for the accrual and/or redemption per booking per member, including but not limited to the use of services and benefits connected with the loyalty programme. In such cases, Members should choose between programmes for each flight or for each service.

### **3 Spend Miles for Rewards**

3.1 When a Member has earned a sufficient number of Miles, the Member may request a Reward in writing, through the Internet or by telephone naming the beneficiary, in accordance with the procedures governing the issuance of Rewards as set forth in Flying Blue Communication. Reward booking and application procedures may be modified by the Company.

3.2 Only the Member is entitled to apply for a Reward. The Member may order a Reward either for himself or for any other person designated by the Member at the time the Reward is requested, subject to the Terms and Conditions of the Programme. In the event the Member is legally incompetent (of major or minor age) the Reward must be requested by the Member's legal guardian or representative.

3.3 Neither Air France nor KLM shall be liable for any loss, expense (including, without limitation, attorneys' fees), accident or inconvenience that may arise in connection with the use of Rewards or as a result of any defect or failure of Rewards ordered from Partners.

3.4 Lost, stolen or expired Rewards will not be refunded, replaced or extended.

#### **Airline Rewards**

3.5 Reward tickets are valid for a period of 12 months from the date of issuance of the Reward ticket, with some exceptions such as special Promotional Offers or those declared in a specific market (information provided locally). Once the ticket has been issued, a Member may, subject to conditions, change or cancel his Reward ticket prior to departure of the first flight segment and shall do so in accordance with the procedures as set forth in Flying Blue Communication. Once the trip has commenced, only the date may be changed. These rules do not apply in case of Promotional Offers. In case of no show and after the return date if the trip has not been made, the Airline Reward is no longer valid and cannot be refunded. A change of beneficiary will never be accepted. Depending on the type of Reward, an administrative fee in case of change and/or cancellation may be applicable as further defined in Flying Blue Communication. It is up to the Member to consult the conditions applicable to the use of their Reward and, where applicable, subscribe to an appropriate insurance to cover the circumstances under which they would have to cancel their trip. Extra options obtained with Miles are always subject to the conditions of the relevant airline.

3.6 All Airline Rewards must be taken on routes that are operated by Air France, KLM and Airline Partners. Airline Rewards may be limited on selected Air France or KLM code-share flights. Miles are deducted when the Reward (Reward ticket or Reward Upgrade) is issued.

3.7 To travel with a child younger than two (2) years of age, an adult travelling with a Reward ticket must make a reservation for the infant with the airline on which the Reward ticket is issued, according to the applicable tariff rates of the said airline.

3.8 A beneficiary entitled to a travel-category reduction (child, student, senior citizen, etc.) cannot be granted any reduction in the number of Miles required for the Reward ticket.

3.9 Reward tickets and Reward Upgrades are non-endorsable and cannot be used on an airline other than the airline whose designated airline code is indicated on the ticket, unless otherwise decided by the applicable airline at its reasonable discretion.

3.10 A Member can request a Reward Upgrade for an eligible flight on an airline offering this Reward as defined in Flying Blue Communication subject to the condition that the Member has a confirmed (not waitlisted) and issued full-fare ticket. A Member can Spend Miles for only one Reward Upgrade per flight. It is impossible to have a double Reward Upgrade from Economy to First Class.

3.11 The Member or beneficiary of any Reward is responsible for paying all applicable taxes, fees, levies and/or surcharges associated with the issue or use of a Reward (including carrier surcharge when applicable) and obtaining necessary travel documents for the Airline Reward, including visa, vaccination and insurance. Furthermore, the Member or the beneficiary will adhere to any legally or otherwise required country-specific regulation and check the customs formalities in force in the destination country. If a Reward ticket is not valid anymore and has not been used for transportation, the Member or beneficiary has a right to reimbursement of taxes and fees depending on effective boarding. The refund request of these amounts can be submitted directly online (free refund) or by contacting the Flying Blue Customer Service Centre (charges may apply).

3.12 Depending on the Reward involved, Airline Rewards will either be sent to the e-mail address given by the Member or collected at selected airport or city ticket offices allowed to issue Reward tickets. As soon as the Reward application has been processed, the Miles required for the Reward are debited from the Member's account in accordance with the scale in force on the application date, first using the Miles earliest in date. Internal difficulties may result in late debits to accounts. If tickets are issued by Air France or KLM establishments or agencies, Members must show their Card. If the person collecting the ticket is not the Member, that person must submit for each ticket collection, in addition to the Card of the Member (or a copy thereof), proof of identity of the Member and a signed affidavit from the Member, bearing his original signature, authorising such collection. This procedure may be modified or suspended at any time by the Company. The Company cannot be held responsible for delays or losses caused by postal services or by customs procedures.

3.13 Reward tickets shall be issued in accordance with the schemes and conditions specified in Flying Blue Communication. All Reward tickets are subject to changes in air traffic rights, or decisions taken by the aforementioned airlines in their reasonable discretion to close any flight segments.

3.14 Rewards in the form of extra baggage allowance is the extra baggage allowance above the normal allowance in the class paid for or the Member's status in the Programme, as further defined in Flying Blue Communication. Extra baggage Rewards are valid only on eligible Air France, KLM flights and Partners flights designated as such in Flying Blue Communication.

3.15 Reward tickets may not be used for medical stretcher transport, baby seats, the accompaniment of children by hostess, or to obtain an extra seat.

#### Non-Airline Rewards

3.16 Any Member having the required number of currently valid Miles may benefit from a Reward 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 a Reward 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 Rewards are set forth in Flying Blue Communication.

## **4 Miscellaneous**

4.1 The present General Terms and Conditions supersede all previous documents containing such terms and conditions and apply from 1 April 2018.