

SKYBUCKS LOYALTY PROGRAMME TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In these Terms, unless a contrary intention is clear -

- 1.1.1. **“Account”** means the Member’s Skybucks account, which can be accessed and viewed on the Website or the App and into which account the Members’ Skybucks are credited;
- 1.1.2. **“Accrual Activity”** means any Qualifying Flight or Qualifying Transaction in terms of which Skybucks are earned;
- 1.1.3. **“Airlink”** means Airlink Proprietary Limited with registration number 1969/002554/07, a private company duly registered in accordance with the laws of South Africa;
- 1.1.4. **“App”** means Our mobile application available on the Apple App Store and/or Google Play Store as updated from time to time;
- 1.1.5. **“Beneficiary”** means the Member designated as such, that creates and manages a particular Skybucks Club;
- 1.1.6. **“Benefit/s”** means any benefit, service, arrangement or facility offered or made available from time to time to a Member by Us or a Partner under these Terms;
- 1.1.7. **“Conditions of Carriage”** means Airlink’s standard conditions of travel available on www.flyairlink.com, as amended from time to time;
- 1.1.8. **“Contributor”** means a qualifying Member forming part of a Skybucks Club as set out in these Terms, which is not a Beneficiary;
- 1.1.9. **“Effective Date”** means the date of publishing of the latest version of these Terms, as amended from time to time, on the Website;
- 1.1.10. **“Fare Price”** means the base fare and any YQ surcharges charged in respect of a Qualifying Flight;
- 1.1.11. **“Fee Schedule”** means the schedule available on the Website setting out all applicable fees payable by the Member pursuant to these Terms, as updated and amended from time to time;
- 1.1.12. **“Flight Sector”** means a single flight from published origin to destination;
- 1.1.13. **“Joining Date”** means the date on which a Member is successfully enrolled and granted a Membership, as notified to the Member by Us;
- 1.1.14. **“Member”** means a natural person who has enrolled and is registered as a member of the Skybucks Loyalty Programme;
- 1.1.15. **“Membership”** means a Member’s membership of the Skybucks Loyalty Programme under these Terms;
- 1.1.16. **“Membership Number”** means the unique membership number assigned to a Member on successfully attaining Membership in accordance with these Terms;
- 1.1.17. **“Member Status”** means the Membership Tier attained by a Member from time to time in accordance with these Terms;

- 1.1.18. **“Membership Tier”** means the applicable Tier status which a Member can attain under the Skybucks Loyalty Programme that entitles a Member to receive the Benefits associated to the Tier;
- 1.1.19. **“Partner”** means any entity, including but not limited to airlines, car rental, hotel or other entities with whom We may from time to time have an arrangement or agreement in terms of which (a) Benefits are made available to Members (b) Members may earn Skybucks for concluding Qualifying Transactions or (c) Members may Redeem their Skybucks for Rewards;
- 1.1.20. **“Personal Information”** has the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013 (as amended) and includes Special Personal Information;
- 1.1.21. **“Qualifying Flight”** means an Airlink operated flight for which Skybucks may be earned;
- 1.1.22. **“Qualifying Transaction”** means a transaction with a Partner in terms of which a Member earns Skybucks;
- 1.1.23. **“Redeem/ing/Redemption”** means the act of exchanging Skybucks for Rewards;
- 1.1.24. **“Retail Reward”** means goods or services which may from time to time be made available by Us, Airlink and/or Partners to Members in exchange for Skybucks;
- 1.1.25. **“Reward/s”** means any Reward Flight and or Retail Award which may from time to time be made available for Redemption by Us, Airlink and/or Partners to a Member ;
- 1.1.26. **“Reward Flight”** means a flight ticket which may be acquired in terms of a Skybucks or Skybucks + Cash Redemption;
- 1.1.27. **“Skybucks”** means the currency of the Skybucks Loyalty Programme, earned and used by Members in accordance with these Terms;
- 1.1.28. **“Skybucks Club”** means a group consisting of the Beneficiary and at least 1 (one) but no more than 7 (seven) Contributors as set out in these Terms;
- 1.1.29. **“Skybucks Loyalty Programme”** means this loyalty programme managed and operated by Us in accordance with these Terms;
- 1.1.30. **“Skybucks + Cash”** means the Redeeming of a Reward using a combination of Skybucks and money by way of form of payment approved by Us;
- 1.1.31. **“Terms”** means these terms and conditions, as amended from time to time, and includes any additional terms and conditions created hereunder;
- 1.1.32. **“Tier Review Date”** means the date that the Member’s Member Status is downgraded, upgraded or retained, following review by Us in accordance with Our published processes and these Terms;
- 1.1.33. **“Us”, “We”, “Our”** means Skybucks Proprietary Limited, with registration number 2022/414457/07, a private company duly registered in accordance with the laws of South Africa; and
- 1.1.34. **“Website”** means Our online portal with the address www.skybucks.co.za.

1.2. In these Terms –

- 1.2.1. headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this these Terms;
- 1.2.2. whenever a term is followed by the word “including” or “include” or “excluding” or “exclude” and specific examples, the examples shall not limit the ambit of the term;
- 1.2.3. unless inconsistent with the context, any expression which denotes any one gender shall include the other genders and the singular includes the plural and vice versa;
- 1.2.4. where any term is defined within the context of any particular clause in these Terms, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of these Terms, notwithstanding that the term has not been defined in clause 1 of these Terms; and

1.2.5. any reference to days refers to calendar days.

2. **GENERAL**

- 2.1. With effect from the Effective Date, these Terms shall govern the Skybucks Loyalty Programme.
- 2.2. These Terms represent a binding contract between the Member and Us, which the Member agrees to when enrolling for Membership of the Skybucks Loyalty Programme. By becoming a Member of the Skybucks Loyalty Programme, the Member acknowledges that they have carefully read all of its provisions and agree to be bound by these Terms.
- 2.3. These Terms may be amended by Us from time to time, and Members shall be notified of any material changes in accordance with these Terms.
- 2.4. None of Our (or Airlink's or Partners') agents, employees or representatives have the authority to alter, modify or waive any provision of these Terms or make any representations to such effect. Any such representation or purported alteration, modification or waiver shall not be binding on Us and shall be of no force or effect.
- 2.5. Any failure by Us to enforce any provision of these Terms shall not be construed as a waiver of any of Our rights to enforce any breach under these Terms.

3. **MEMBERSHIP**

3.1. **APPLICATION AND ENROLMENT**

- 3.1.1. Any natural person aged 12 years or older may apply for Membership. Where an applicant is younger than 18 (eighteen) years of age, the consent of such applicant's parent or legal guardian will be required in accordance with Our standard procedures at the time.
- 3.1.2. Membership is not available to juristic persons or entities. This includes companies, groups, organisations, trusts, partnerships, government departments, agencies or the like.
- 3.1.3. Applicants may enrol for Membership through the Website and/or any other platform or channel made available by Us for enrolment from time to time, which may include but is not limited to the App and/or Our call centre. We reserve the right to charge a service fee as set out in the Fee Schedule in respect of any application for Membership made *via* Our call centre.
- 3.1.4. Upon successful enrolment and payment of the prescribed joining fee, if any, the Member will receive a unique Membership Number and be issued with a Membership card in accordance with clause 3.2 below.
- 3.1.5. Membership is not transferrable and a Member may not have more than one Account. Where any Member has more than 1 (one) Account, the Accounts will, at Our discretion and determination, be merged under 1 (one) new Member Account with a unique Membership Number and any Skybucks accrued through an Accrual Activity shall be transferred to the new Member Account. For the avoidance of doubt, no Skybucks awarded by Us, Airlink or Our Partners on a discretionary basis (e.g. enrolment bonus) will be transferrable as foresaid.
- 3.1.6. By enrolling for Membership, the applicant -
 - a. warrants that all information provided by them is true, accurate, complete and correct and that We may fully rely on such information;
 - b. agrees, acknowledges and accepts that these Terms are binding upon them; and
 - c. specifically consents to the processing of their Personal Information as contemplated in clause 8.
- 3.1.7. We reserve the right to accept or reject any application for Membership at Our sole discretion.
- 3.1.8. In the event of suspected dishonest, fraudulent or illicit activity related to the application or enrolment of a Member, We reserve the right at any time and in Our sole discretion, to suspend the suspected Member's Account to investigate the suspected contravening conduct and to ultimately terminate the Membership of any Members it believes to be involved in such conduct.

3.1.9.

3.1.10. When enrolling, each Member must use a unique email address that is not associated with any other Member's Account. Any additional email addresses used must also be unique to the specific Member's Account.

3.1.11. A Member's travel profile and interests are provided for information purposes only. Any specific requests will need to be requested and confirmed by the Airlink Call Centre, subject to and in accordance with the Conditions of Carriage, and are provided based on availability.

3.2. MEMBERSHIP CARD

3.2.1. Upon confirmation of successful enrolment, a digital Membership card shall be issued to the Member. The digital Membership card will be linked to the Member's Account, accessible on either the Website, the App and/or such other platform/s as may be made available by Us from time to time.

3.2.2. In the event that We, in Our sole and absolute discretion, issue Members with a physical Membership card, such Membership card shall be delivered to the Members' designated physical address within the territories in which Airlink normally operates.

3.2.3. As the Member upgrades or downgrades amongst the various Membership Tiers, the Member's Membership card will automatically upgrade or downgrade to the applicable Membership Tier, and the Member shall become entitled to the Benefits and/or Rewards applicable to that Membership Tier as from the date and time that the Member's Membership card automatically so upgrades or downgrades.

3.2.4. In order to verify the identity of the Member when using their Membership card and/or Membership Number, We, Airlink and/or a Partner may require a Member to produce their Membership card, provide their Membership Number and any other information or documentation deemed necessary by Us, Airlink and/or a Partner in this regard.

3.2.5. Membership cards and Membership Numbers are not transferrable and may not be used by any person other than the relevant Member.

3.2.6. It is and will remain the sole responsibility of the Member to ensure that their Membership Number is kept safe and secret. We will under no circumstances be held liable for any loss or damages that a Member may suffer as a result of misuse, unauthorised use, theft, damage or loss of a Member's Membership card and Membership Number, and by accepting these Terms the Member indemnifies Us against any such loss or damage.

3.2.7. It is the Member's responsibility to immediately inform Us upon the Member becoming aware of any misuse, unauthorised use, theft or loss of their Membership card and/or Membership Number *via* Our call centre. Without detracting from Our rights in terms of clause 3.8, We may at the Member's request, suspend the Membership account to prevent any further unauthorised use or misuse thereof. We shall not be responsible for any losses or damages that the Member may have sustained up to the point of suspension.

3.2.8. Where a physical Membership card issued in terms of clause 3.2.2 has been lost, stolen or damaged, the Member may, subject to the payment of a card replacement fee at Our current rates at the time, request a new Membership card to be issued. Such card replacement fee may be waived at Our sole discretion in line with Our then-current policies.

3.3. ACCOUNT STATUS/ACCOUNT INACTIVITY

3.3.1. A Member's Account is deemed active when they receive a notification from Us informing the Member of their Account activation. Activation requirements will be determined by Us from time to time. Following successful enrolment, a Member can earn Skybucks regardless of whether their Account is active or inactive. However, Members will only be able to redeem their Skybucks if their Account is active.

3.3.2. A Member's Account is deemed inactive when no Accrual Activity has taken place on the Member's Account for a continuous period of 18 (eighteen) months or more. Once deemed inactive, all accrued Skybucks on the Member's Account will expire as contemplated in clause 4.6.

3.3.3. If no Accrual Activity has taken place on a Member's Account for a continuous period of 36 (thirty-six) months, We reserve the right to then terminate the Member's Membership without any notice.

3.4. MONITORING YOUR ACCOUNT

- 3.4.1. It is the Member's responsibility to monitor their Account.
- 3.4.2. By logging into their Account *via* the Website, a Member can at any time view and monitor their Account information.
- 3.4.3. We will on a monthly basis send an electronic statement to each active Member to their designated email address, reflecting a summary of their then-current Account information.

3.5. CHANGE IN DETAILS

- 3.5.1. It is the sole responsibility of the Member to ensure that their personal details are at all times correct and up to date.
- 3.5.2. In the event that there are any changes to a Member's name, designated email address, addresses, contact details and/or any other details, it is the responsibility of the Member to effect the changes as soon as reasonably possible. This can be done by the Member contacting Our call centre, *via* the Website, or through such other methods as made available by Us from time to time.
- 3.5.3. We shall not be liable for any losses, directly or indirectly, suffered by a Member or any third party as a result of the Member's failure to comply with this clause 3.5, or for any false, incorrect or incomplete information supplied or any incorrect changes made to such information, and by accepting these Terms the Member indemnifies Us against any such loss or damage.

3.6. CANCELLATION OF MEMBERSHIP

- 3.6.1. A Member may at any time cancel their Membership by contacting Our call centre, subject to the provisions set out below.
- 3.6.2. A new Member may within 7 (seven) days of the Member's Joining Date cancel their Membership without penalty, subject to clause 3.6.4 below.
- 3.6.3. Where the Member cancels at any time thereafter, any amounts paid in respect of the Membership, including any joining fees, will be forfeited upon cancellation and the Member shall not be entitled to any refund whatsoever.
- 3.6.4. Upon cancellation of a Membership for any reason, all Skybucks accrued in the cancelling Member's Account will be forfeited. Such forfeited Skybucks cannot be reclaimed, re-activated or re-credited to any future Membership of the cancelled Member.
- 3.6.5. We reserve the right to charge a service fee in respect of any cancellation done *via* Our call centre.

3.7. DEATH OF MEMBER

In the event of a Member's death the deceased Member's Account will be frozen, and –

- 3.7.1. in the event that the deceased Member was the Beneficiary of a Skybucks Club, the deceased Member's accrued Skybucks shall be transferred to the first Contributor who joined such Skybucks Club (which Skybucks Club will continue in existence, with such first Contributor then becoming the Beneficiary) and the deceased Member's Account will be terminated;
- 3.7.2. in the event that the deceased Member was a Contributor in a Skybucks Club, the deceased Member's accrued Skybucks shall, to the extent not already done, be transferred to the Beneficiary of such Skybucks Club and the deceased Member's Account will be terminated; or
- 3.7.3. in the event that the deceased Member was not part of a Skybucks Club, the deceased Member's Account will be deactivated, all Skybucks accrued will be deemed expired and the Account will be terminated.

3.8. TERMINATION AND SUSPENSION OF MEMBERSHIP

- 3.8.1. We reserve the right at any time and in Our sole discretion to temporarily or permanently suspend, cancel and/or terminate a Member's Account or Membership, or prevent or limit their participation in the Skybucks Loyalty Programme, in the event of:
 - a. Any breach by a Member of these Terms and/or any additional terms and conditions created hereunder;

- b. Any actual or suspected dishonest, fraudulent or illicit activities by a Member under the Skybucks Loyalty Programme;
- c. Any actual or suspected misuse or abuse of the Skybucks Loyalty Programme, any Reward or Benefit;
- d. Any breach by a Member of the Conditions of Carriage applicable to any flight under the Skybucks Loyalty Programme;
- e. Any disorderly conduct by a Member at any airport or any flight, including but not limited to any verbal or physical abuse of any of Our, Airlink's and/or Partner's employees, any passengers on any flight and/or destruction or damage to any of Our, Airlink's or Partner's property;
- f. Non-payment of any applicable fees or charges; and/or
- g. The Skybucks Loyalty Programme (or any part thereof) being suspended, cancelled or terminated for any reason.

3.8.2. Any termination of a Member's Membership as contemplated in this clause 3.8 may result in any Skybucks accrued in the Member's Account being forfeited and We, Airlink and/or any Partner may cancel or refuse to honour any Reward and/or Benefit to which the Member may be or may have been entitled under the Skybucks Loyalty Programme.

3.8.3. We may, at Our sole discretion, refuse a Member enrolment for any future Membership.

3.8.4. The Member hereby acknowledges and consents thereto that We (or Our authorised agent) may from time and without notice monitor the Member's Account and any activities linked or related thereto, to determine the Member's compliance with these Terms.

3.9. MEMBERSHIP TIERS, BENEFITS AND REWARDS

3.9.1. A Member's Membership Tier is determined based on the sum total of Flight Sectors flown by that Member within a rolling 12 (twelve) month period from the date that the first Qualifying Flight is taken by the Member following successful enrolment.

3.9.2. The 4 (four) Membership Tiers which can be attained by Members in the Skybucks Programme are, as at the date hereof, as follows: Blue, Red, Emerald and Black. Black Tier status can be attained by invitation only, which invitation is extended at Our sole and absolute discretion.

3.9.3. In addition to the associated Benefits and Rewards, each Membership Tier has its own applicable earning rate at which the Member earns Skybucks in respect of Accrual Activities.

3.9.4. A Member's Member Status will be reviewed on the Tier Review Date to determine whether that Member's Member Status will be downgraded, retained or upgraded based on the Member meeting the requirements for a particular Membership Tier. The new Membership Tier status attained will apply for the next rolling 12 (twelve) month period or until the next Tier Review Date (whichever is the earliest).

3.9.5. The minimum qualifying requirements, the Tier Review Date, associated Benefits and Rewards and the earning rate applicable to each Tier shall be accessible on the Website. We reserve the right to update and amend such qualifying requirements, Benefits and Rewards and earning rates associated with each Tier from time to time in Our sole and absolute discretion, by publishing such amendments on the Website. Unless otherwise indicated by Us, such changes will take effect immediately upon their publication.

4. EARNING SKYBUCKS

4.1. GENERAL PROVISIONS REGARDING THE EARNING OF SKYBUCKS

4.1.1. Members may earn Skybucks under the Skybucks Loyalty Programme as set out in this clause 4 and in accordance with Our policies and procedures as applicable from time to time.

4.1.2. Skybucks will only be credited to the relevant Member's Account who has taken the Qualifying Flight or entered into the Qualifying Transaction, unless otherwise directed by Us or otherwise provided for in these Terms.

4.1.3. Unless stated to the contrary in these Terms, where a Qualifying Flight or any product or service in terms of a Qualifying Transaction is cancelled, returned or refunded, We reserve the right to cancel or deduct any Skybucks from a Member's Account that may have been awarded in respect of such Qualifying Flight or Qualifying Transaction.

- 4.1.4. We reserve the right to not award Skybucks to Members who earn points in terms of another airline (other than Airlink's) Frequent Flyer or loyalty programme for the same flight. Skybucks cannot be transferred to another Frequent Flyer or loyalty programme.
- 4.1.5. Members may not sell, assign, acquire or offer to sell, assign, transfer or acquire any Reward, Benefit or Skybucks other than in accordance with these Terms.
- 4.1.6. We reserve the right to, at any time, reverse, cancel or remove any Skybucks credited incorrectly, wrongfully or in a manner contrary to or in breach of these Terms.
- 4.1.7. Unless provided for to the contrary in these Terms, all Qualifying Flights are subject to the Conditions of Carriage and these Terms in force at the time of booking the Qualifying Flight. In the event of any inconsistencies between the Conditions of Carriage and these Terms insofar it relates to the earning of Skybucks, or any other matter related to Skybucks, these Terms shall prevail.

4.2. EARNING SKYBUCKS FOR FLYING

- 4.2.1. Members may earn Skybucks in respect of paid travel for each Flight Sector of a journey (consisting of one or more Flight Sectors on route to a final destination) actually flown on Qualifying Flights (**excluding 4Z8000 flight range**).
- 4.2.2. Foreign ticket stock (**any ticket that does not start with 749**) is explicitly excluded from accruing Skybucks.
- 4.2.3. The Member shall only earn Skybucks for Flight Sectors actually flown by the Member on Qualifying Flights on the date of or after the Member's Joining Date.
- 4.2.4. To earn Skybucks for flights, the Member must provide their Membership Number when making a booking for a Qualifying Flight and present other information or documentation required by Us and/or Airlink when checking in for the Qualifying Flight.
- 4.2.5. The amount of Skybucks that the Member will earn in respect of such Qualifying Flight is calculated by applying the earning rate applicable to the Member's Tier at the time of booking to the Fare Price of the Flight Sector to be flown.
- 4.2.6. Where a Qualifying Flight ticket is purchased by way of Skybucks + Cash Redemption, Skybucks will be earned on the portion of the Fare Price paid in money only.
- 4.2.7. We will use Our reasonable endeavours to ensure that the Skybucks earned in respect of the Flight Sector flown on a Qualifying Flight will be credited to the Member's Account within 3 (three) days of completion of the Flight Sector.
- 4.2.8. Unless specifically stated to the contrary by Us, Members will not earn Skybucks for:
 - a. flights not listed as Qualifying Flights;
 - b. charter flights;
 - c. freighter flights;
 - d. free tickets;
 - e. reissued tickets (i.e. upgrades or ticket changes);
 - f. discounted tickets;
 - g. Reward tickets;
 - h. travel industry rebated tickets;
 - i. competition prize or promotional tickets;
 - j. transport other than air transport unless specified by Us or Airlink;
 - k. reward tickets issued by other frequent flyer or loyalty programmes in which We or Airlink is a participant;
 - l. tickets acquired at an auction; or
 - m. tickets which are restricted from earning Skybucks or are subject to any specific provisions excluding the accumulation of Skybucks.

4.3. EARNING SKYBUCKS FOR QUALIFYING TRANSACTIONS

- 4.3.1. Members may also earn Skybucks by entering into Qualifying Transactions with non-airline Partners for products and services.
- 4.3.2. We may from time to time enter into arrangements with non-airline Partners, including the participation in loyalty schemes and/or promotions of such non-airline Partners. These arrangements may be varied from time to time and may be subject to additional terms and conditions, including but not limited to the earning criteria, as may be determined by Us, Airlink and/or the relevant non-airline Partner. These arrangements may include the awarding of Skybucks. Skybucks may be awarded to Members by non-airline Partners subject to such additional terms and conditions pertaining to the particular arrangements between Us and/or Airlink and the non-airline Partners.

4.4. OTHER WAYS OF EARNING SKYBUCKS

We may from time to time offer bonuses, whether in the form of Skybucks or other Reward or Benefit as We deem fit, to Members for, e.g. enrolment as a Member, referrals to Skybucks Loyalty Programme, Tier upgrade bonuses (awarded to a Member for upgrading to a higher Membership Tier) and/or any other event which We may decide on at Our sole discretion. Details of any such bonuses and any additional terms and conditions shall be made available on the Website and nothing herein contained shall be deemed to create any right or entitlement to any such bonuses on the part of a Member.

4.5. CLAIMING FOR UNALLOCATED SKYBUCKS

- 4.5.1. It is the Member's responsibility to monitor their account and confirm that the correct Skybucks due to them has been credited.
- 4.5.2. Where Skybucks due in respect of a Qualifying Flight have not been credited to a Member's Account within 3 (three) days of the flight being flown, a Member may, within 90 (ninety) days of the Qualifying Flight, make a retroactive claim for Skybucks which were not credited to the Member's Account. The claim must be made *via* the Website or other means determined by Us from time to time, and the Member will be required to submit and produce documentation which We in Our sole discretion deem necessary to prove the claim.
- 4.5.3. We reserve the right to charge a service fee as set out in the Fee Schedule for any retroactive claims for Skybucks.
- 4.5.4. In the event of suspected dishonest, fraudulent or illicit activity related to any claim of unallocated Skybucks, We reserve the right at any time and in Our sole discretion, to suspend the suspected Member's Account to investigate the suspected contravening conduct and to ultimately terminate the Membership of any Members it believes to be involved in such conduct.

4.6. VALIDITY PERIOD OF SKYBUCKS

- 4.6.1. Except as otherwise provided for in these Terms, Skybucks accrued in a Member's Account shall remain valid for a period of 18 (eighteen) months calculated from the date and time of the Member's last Qualifying Flight, whereafter all such accrued Skybucks will expire.
- 4.6.2. It is the responsibility of the Member to remain aware of the expiry date of the Skybucks in their Account. Upon the expiry of any Skybucks, Skybucks will notify the Member of such expiry in the same manner as contemplated in this clause 4.6.2.
- 4.6.3. Once expired, unused Skybucks cannot be re-activated or re-credited to a Member's Account.
- 4.6.4. Following the transfer of Skybucks, the transferred Skybucks shall be subject to the validity and expiry dates applicable to the transferee Member's Account.

5. REDEEMING SKYBUCKS FOR REWARDS

5.1. GENERAL PROVISIONS REGARDING THE REDEEMING OF SKYBUCKS FOR REWARDS

- 5.1.1. Members may Redeem their Skybucks for Rewards offered by Us, Airlink and/or Our Partners from time to time, in accordance with Our then-current policies and procedures, subject to these Terms and/or such

- 5.1.2. additional terms and conditions which may be imposed by Airlink and/or the relevant Partners in respect of such Rewards.
- 5.1.3. In order to claim a Reward, the Member must have in their Account the required amount of Skybucks at the time at which a booking for a Reward Flight and/or a Redemption is made for a Retail Reward.
- 5.1.4. Any amount of Skybucks and/or amount required for Skybucks + Cash Redemptions are determined at Our sole discretion, and We may at any time and without notice change the amount of Skybucks required to obtain a Reward, determine or alter the rate at which Skybucks may be Redeemed for Rewards, withdraw a Reward and/or impose additional terms and conditions in relation to a Reward, will be published on the Website.
- 5.1.5. Save as specifically stated to the contrary in these Terms, the Skybucks or Skybucks + Cash amount required for a Reward Redemption excludes any taxes, fees or any additional charges (e.g. any mandatory taxes and fees), which shall be payable by the Member over and above, through an approved payment method.
- 5.1.6. We reserve the right to, in addition to the additional amounts which may be payable in terms of 5.1.5, to charge a service fee for the Redemption of a Reward made *via* Our call centre, which amount will be stipulated in the Fee Schedule.
- 5.1.7. We make no guarantee as to the availability of any Rewards and gives no warranty or representation as to the underlying value of any Reward. We may make a Reward available only for a specific period and may at any time and without notice withdraw, replace or substitute any Reward.
- 5.1.8. Where a Member may be entitled to a refund in respect of a Reward, any such refund shall be made in Skybucks to the extent that the Member used Skybucks to acquire the Reward and/or a combination of Skybucks and money to the extent that the Member used money to acquire a Reward as part of a Skybucks + Cash Redemption (in the same proportions as it was acquired). Any money that is to be refunded shall be refunded to the Member in accordance with Our policies and procedures as applicable at the time.
- 5.1.9. Unless specifically stated to the contrary in these Terms, all Reward Flights are subject to the Conditions of Carriage and these Terms in force at the time of booking and/or boarding for the Reward Flight. In the event of any inconsistencies between the Conditions of Carriage and these Terms insofar it relates to the redeeming of Skybucks and/or Skybucks + Cash for a Reward Flight, these Terms shall prevail.
- 5.1.10. Skybucks cannot be exchanged or be converted to money.

5.2. REDEEMING SKYBUCKS FOR REWARD FLIGHTS

- 5.2.1. Members may at any time use their Skybucks as payment for a Reward Flight for themselves, another Member or any other third party. Skybucks may not, however, be used as payment (or part-payment) in respect of any flights under a group booking.
- 5.2.2. If a Member wants to use their Skybucks in respect of a Reward Flight, they can book the Reward Flight ticket by logging into their Account *via* the Website.
- 5.2.3. If a Member wants to use their Skybucks in respect of a Reward Flight for a non-member third party, they can book the Reward Flight by logging into their Account *via* the Website.
- 5.2.4. Skybucks may only be applied towards the Fare Price payable and YQ tax in respect of a Reward Flight. Any other taxes and/or other applicable fees or charges, including in respect of any reissuing of tickets (i.e. upgrades or ticket changes), must be paid by the Member additionally. Bookings will only be accepted upon full payment of all costs, fees and taxes associated with the Flight ticket.
- 5.2.5. When booking via the Website, a minimum amount of Skybucks may be required in order to Redeem a Member's Skybucks for a Reward Flight, as determined by Us from time to time at Our sole and absolute discretion. Furthermore, We may, from time to time, determine or vary the required minimum amount of Skybucks for any other Redemptions, or Redemptions via any other booking channels. Member's may apply any amount of the accrued Skybucks in their Account towards the Redemption of a Reward Flight and supplement the remainder of the balance due for the Reward Flight with an additional payment as part of a Skybucks + Cash Redemption.

- 5.2.6. Except as specifically stated to the contrary in these Terms, all changes, cancellations and refunds in relation to Reward Flight tickets are governed by the Conditions of Carriage applicable to that particular flight.
- 5.2.7. As and when available, and at Our sole discretion, Members may be offered the ability to upgrade the class of travel of their booked Reward Flights (“upgrades”). It is the Members’ responsibility to confirm the availability of such upgrades prior to their flight by logging into their Account via the Website and requesting such upgrade, where available. Upgrade purchases will only be permitted per single passenger within a booking. Upgrades may be made available at any time prior to departure of the relevant Reward Flight, and at Our discretion.

5.3. REDEEMING SKYBUCKS FOR RETAIL REWARDS

- 5.3.1. Members may Redeem their Skybucks for Retail Rewards which may be made available from time to time by Us, Airlink and/or Our Partners, if any.
- 5.3.2. Save as provided for to the contrary in these Terms or such additional terms and conditions applicable to the particular Retail Reward, Members may Redeem their Skybucks for Retail Rewards, either in whole or as part of a Skybucks + Cash transaction.
- 5.3.3. Partners, and the terms and conditions under which Skybucks may be Redeemed for Retail Rewards through a Partner may vary from time to time. We reserve the right, at any time and without prior notice to Members, to withdraw, limit, modify or cancel any Retail Rewards supplied by Us, Airlink and/or Our Partners.
- 5.3.4. It is the sole responsibility of the Member to verify whether a particular Retail Reward is available and the amount of Skybucks required to Redeem such Retail Reward.
- 5.3.5. Retail Rewards are subject to the terms and conditions of the applicable Partner, Airlink and/or Us. We accept no liability whatsoever in respect of any Retail Rewards supplied by Airlink or Partners or in respect of Airlink or such Partner’s refusal to supply the Retail Reward to the Member and it is the Member’s responsibility to read and understand any such terms and conditions applicable in respect thereof.

5.4. SKYBUCKS CLUB

- 5.4.1. Members are entitled to create or join a Skybucks Club consisting of the Beneficiary and up to 7 (seven) other Members who qualify as Contributors in relation to the Beneficiary, are limited to the following:
- a. Domestic partner, which for the purposes hereof is a person who, on permanent basis, lives with and is in a sexual or romantic relationship with the Beneficiary;
 - b. Spouse, which for the purpose hereof is a person who is the partner of the Beneficiary (i) in a marriage or customary union recognised in terms of the laws of the Republic of South Africa; (ii) in a union recognised as a marriage in accordance with the tenets of any religion; or (iii) in a same-sex or heterosexual union which is intended to be permanent;
 - c. Parent, which for the purposes hereof is a person who is a Beneficiary’s (i) biological parent; (ii) adoptive parent, (iii) spouse’s parent; (iv) foster parent or (v) step-parent; and
 - d. Child, which for the purposes hereof is a person who is a Beneficiary’s (i) biological child, (ii) adoptive child, (iii) spouse’s child, (iv) foster child; or (v) step-child.
- 5.4.2. A Skybucks Club allows for the pooling of all Skybucks earned by the Members (Beneficiary and the Contributors) within the Skybucks Club into the Account of the Beneficiary.
- 5.4.3. Members who qualify as Beneficiary’s can create their Skybucks Club and nominate/invite their Contributors by contacting the Our call centre and following the prescribed steps.
- 5.4.4. The Beneficiary must appoint at least 1 (one) Contributor to, and such Contributor must subsequently join, their Skybucks Club in order for the Skybucks Club to be established and for Skybucks to start accruing to the Account of the Beneficiary.
- 5.4.5. A Beneficiary may at any time appoint or remove Contributors to their Skybucks Club by calling Our call centre and/or logging into their Account on the Website or *via* the App and following the prescribed steps, as applicable.

- 5.4.6. We reserve the right to require from any Member creating or joining a particular Skybucks Club sufficient proof of their identity and to establish their relationship to the Contributor or Beneficiary to Our satisfaction.
- 5.4.7. All Skybucks earned by the Members of a particular Skybucks Club will accrue to the Account of the Beneficiary.
- 5.4.8. Contributors will earn Skybucks based on the Membership Tier of the Contributor as at the time of concluding the Qualifying Transaction or taking a Qualifying Flight.
- 5.4.9. The Beneficiary shall be entitled to Redeem the Skybucks accrued in their Skybucks Club for Rewards for themselves, any Contributor in their Skybucks Club, any Member or any other third party.
- 5.4.10. A Skybucks Club can only have 1 (one) Beneficiary and no Member may be a member of more than 1 (one) Skybucks Club.
- 5.4.11. Where an Contributor leaves or is removed from a particular Skybucks Club, they may not join another Skybucks Club within 3 (three) months of leaving or being removed. Upon leaving or being removed, the Contributor will forfeit all Skybucks they may have earned for the Skybucks Club to the Account of the Beneficiary of the Skybucks Club.
- 5.4.12. In the event that the Beneficiary wishes to leave the Skybucks Club, the Skybucks Club will be dissolved and all Skybucks accrued to the Beneficiary's Account will be forfeited.
- 5.4.13. In the event of suspected dishonest, fraudulent or illicit activity related to a particular Skybucks Club, We reserve the right to at any time and in Our sole discretion, to temporarily or permanently suspend any Member from participating in a Skybucks Club in any way or to suspend or terminate the Skybucks Club and/or Membership of any Members involved and believed by Us to be guilty of such behaviour.

5.5. TRANSFER OF SKYBUCKS

- 5.5.1. Members can transfer any amount of Skybucks to any other Member.
- 5.5.2. Members within a Skybucks Club can freely and at any time transfer the full amount of Skybucks to other Members within their Skybucks Club.
- 5.5.3. Transfers may be effected by way of request by contacting Our call centre, or any such other method as may from time to time be implemented by Us.
- 5.5.4. When requesting transfer, the transferring Member will be required to provide:
 - a. The transferring Member's Membership Number;
 - b. The benefitting Member's Membership Number;
 - c. The amount of Skybucks to be transferred; or
 - d. Any other relevant information and such documentation as may be required by Us to validate the identity of the transferring and benefitting Members.
- 5.5.5. Save for transfers between Members of the same Skybucks Club, transfers are subject to a service fee as set out in the Fee Schedule, as may be amended from time to time and is, subject to 5.5.7, non-refundable.
- 5.5.6. No Member may transfer Skybucks to another Member for any consideration, whether in money or otherwise.
- 5.5.7. Once a transfer of Skybucks has been effected, such a transfer cannot be cancelled and/or reversed and We will not be held liable for any transfers made incorrectly or mistakenly, save for where the incorrect or mistaken transfer was made at Our instance, in which event We will, at Our sole discretion take such corrective action as We deem appropriate, which may include refunding, reversing or cancelling the Skybucks so incorrectly or mistakenly transferred at Our instance.
- 5.5.8. In the event of suspected dishonest, fraudulent or illicit activity related to any transfer of Skybucks, We reserve the right at any time and in Our sole discretion, to suspend the suspected Member's Account to investigate the suspected contravening conduct and to ultimately terminate the Membership of any Members We believe to be involved in such conduct and to cancel any Skybucks credited to or transferred from such Member's Account.

6. CHANGES TO THE TERMS AND CONDITIONS

- 6.1 We reserve the right to, at any time, unilaterally amend, restrict, suspend, extend or otherwise alter:
- 6.1.1 any or all of these Terms;
 - 6.1.2 any additional terms and conditions applicable to any element of the Skybucks Rewards Programme, including without limitation the Membership Tiers and Member Status;
 - 6.1.3 any Rewards and Benefits and any additional terms and conditions thereto;
 - 6.1.4 any fees as stipulated in the Fee Schedule; and/or
 - 6.1.5 any other additional terms and conditions as may be imposed by Us, Airlink or our Partners from time to time under these Terms.
- 6.2 It is the responsibility of the Member to stay up-to-date with these Terms, however, Members shall be notified by email to their designated email address of any material amendment to these Terms or any of the items listed in 6.1 above, as well as through a published notice on the Website and/or such other platform as We may from time to time make available, including but not limited to the App.
- 6.3 We reserve the right to implement or market, from time to time promotional offers, initiatives, rewards programmes, saving initiatives, discounts, giveaways and the like to qualifying Members (“Promotions”) on such additional terms and conditions as We may determine, at our sole discretion. We reserve the right to, at any time and at Our own discretion, unilaterally amend, restrict, suspend, extend or otherwise alter the terms and/or conditions of any Promotion without any prior notice.
- 6.4 Any amendment as contemplated in this clause 6 shall be deemed to be effective upon publication of the updated version on the Website.
- 6.5 A Member’s continued participation in the Skybucks Loyalty Programme, including without limitation by earning or Redeeming Skybucks, after the publication of these Terms as referred to in 6.3 above, shall constitute the Member’s consent to being bound to the amended Terms, and the Member hereby indemnifies Us, Airlink or Our affiliates, or any of Our or their respective officers, shareholders, directors, agents, licensors, service providers or employees from and against all claims, costs, losses, damages, demands and expenses which the Member may suffer arising directly or indirectly in any way in relation to their continued participation as foresaid and resulting from or relating to any changes made by Us in accordance with this clause 6.

7. LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 To the maximum extent permitted by applicable law, in no event shall We, Airlink, and/or Our affiliates, or any of Our or their respective officers, shareholders, directors, agents, licensors, service providers or employees (“the Disclaiming Party”):
- 7.1.1 be liable to any Member or any third party for any damages, whether direct, indirect, consequential, incidental, exemplary, special, or punitive, arising out of or in connection with these Terms, any additional terms and conditions as contemplated in these Terms, any participation in the Skybucks Loyalty Programme, any Benefits received, any Rewards for which Skybucks are Redeemed, use of the Website or App, any changes to accrual or Redemption requirements, termination of the Skybucks Loyalty Programme and/or any consequences flowing therefrom or related thereto;
 - 7.1.2 be responsible for any damages or losses that may result from any participation or any inability to participate in the Skybucks Loyalty Programme or any reliance on or use of information in respect of any Reward or Benefit provided, whether by the Disclaiming Party or any Partner and the Disclaiming Party is not responsible for any action, representation or omission of any Partner;
 - 7.1.3 be responsible for any loss due to any failure or malfunction of electronic systems or facilities; and/or
 - 7.1.4 assume any liability for any changes made pursuant to clause 6 above, or any changes and/or discontinuances of any Benefits and/or Rewards from Partners which may affect the accrual and/or redemption of any Skybucks.
- 7.2 The Member, by enrolling for Membership, hereby indemnifies the Disclaiming Party from and against all claims, costs, losses, damages, demands and expenses which the Member may suffer arising directly or indirectly in any way in relation to the Skybucks Loyalty Programme, enrolment for Membership and participation in the Skybucks Loyalty Programme, the accrual, Redemption or use of any Rewards or Benefits under the Skybucks Loyalty Programme.

7.3 In the event that We and/or Airlink are, notwithstanding the provisions hereof, found to be liable to the Member, the Member expressly agrees that Our and/or Airlink's total liability to the Member shall in such event, to the extent permitted by applicable law, be limited to a total amount of R1000-00.

8. PRIVACY AND PROCESSING OF PERSONAL INFORMATION

8.1. We are committed to protecting Personal Information.

8.2. In order to allow Us, Airlink and/or Partners to effectively administer the Skybucks Loyalty Programme as contemplated in these Terms, any Member applying for Membership acknowledges that We process Personal Information of the Member.

8.3. By applying for Membership, the Member (i) warrants that any information provided by it during the enrolment process is true, accurate and correct and (ii) consents to the processing of their Personal information in order to allow for Our effective administration of the Skybucks Loyalty Programme. The Member expressly acknowledges and confirms that they have read Our privacy policy (as may be amended from time to time) in terms of which the Member's Personal Information will be processed and agreed thereto. Our privacy policy can be accessed on the Website.

8.4. For the purposes set out above and in addition to the terms and conditions of Our privacy policy (as amended from time to time), the Member expressly consents thereto that We may disclose the Member's Personal Information to Airlink and/or any Partner under the Skybucks Loyalty Programme.

9. COMMUNICATIONS

9.1. By applying for Membership, the Member expressly agrees to receive direct marketing communications, service messages and/or other notifications by email and/or by SMS from Us and/or Airlink.

9.2. Save for communications and notifications which are essential to the Member's Membership, Members may at any time opt-out of receiving marketing communications and/or change their preferred communication method *via* their Account on the Website or the App or by contacting Our call centre.

10. GOVERNING LAW AND JURISDICTION

These Terms and the Skybucks Loyalty Programme, as updated and amended from time to time, shall be governed and construed in accordance with the laws of the Republic of South Africa. The Member, by enrolling for Membership, consents to the exclusive jurisdiction of the South African courts in relation to any disputes which may arise relating to these Terms, the Skybucks Loyalty Programme and/or their Membership.