

DREAMJET

PARIS NEW YORK

MyCompagnie GENERAL TERMS AND CONDITIONS

Contents

- I) General Terms and Conditions of the MyCompagnie Programme
- II) Earning points
- III) Using points
- IV) Miscellaneous

I) GENERAL TERMS AND CONDITIONS OF THE MyCompagnie PROGRAMME

The General Terms and Conditions of the MyCompagnie Programme shall apply from 15 May 2017.

1. Definitions

Unless the context requires otherwise, in these general terms and conditions, the expressions and terms below shall be defined as follows:

"Company:" DreamJet Participations is the owner of the Programme.

"Customer Service Centre:" any service unit authorised by the Company to provide the range of services offered under the Programme.

"General Terms and Conditions:" these general terms and conditions governing the Programme.

"La Compagnie:" La Compagnie Boutique Airline

"La Compagnie Boutique Airline": Dreamjet Participations, a French "*société par action simplifiée*" (simplified limited company), the registered office of which is at 21-37 rue de Stalingrad, 94110 ARCUEIL France, registered on the Créteil Company Register under the number FR 38798 090 627.

"Member:" Any individual who has been assigned a Programme membership number, whose name is stated on the Membership Card. Only Members may benefit from the services and benefits offered under the Programme.

"Membership Card:" the Programme Membership Card, issued and delivered by the Company upon its acceptance of the application for membership to the Programme.

"Membership Date:" The date on which the application is submitted to the Company through the La Compagnie website.

"Points:" Every flight on board La Compagnie (one-way and return), accrues points, the number of which varies according to the fare class of the ticket purchased.

"Programme:" the MyCompagnie frequent flyer Programme offered by the Company is designed to reward Members who frequently travel with La Compagnie.

"Qualifying Flights:" actual flights with La Compagnie, allowing the accrual of Points. Cancelled, free and no show flights shall not be taken into consideration.

"Sponsee:" new Programme Member who receives a referral code from a Sponsor, enters it on his/her registration form and receives Points following his/her first Qualifying Flight.

"Sponsor:" Programme Member who sends a referral code to a Sponsee and who receives Points following the Sponsee's first Qualifying Flight. The Sponsor may also be an association or a partner company. In that case, the Sponsor does not earn points, unlike the Sponsee.

"Referral System:" system through which a Member, called a Sponsor, may refer another Member, called a Sponsee, thereby allowing both Members to receive additional Points following the first Qualifying Flight of the Sponsee.

2. General

The General Terms and Conditions govern the contractual relationship between the Company and each Member.

The Company reserves the right to replace, amend, modify or cancel, at any time, the General Terms and Conditions, the MyCompagnie Communication, the Points structure, the structure for using and accruing Points and the procedures relating to the Programme as described in the Programme documents. The Company reserves the right to transfer ownership of the MyCompagnie Programme. Points will only be credited to a customer's account after the flight.

Under no circumstances may a Member file a claim for damages against the Company as a result of specific changes imposed by the particular law of each country. Any changes or amendments to these General Terms and Conditions will be notified through the MyCompagnie Communication. These General Terms and Conditions and any amendments there to shall be deemed to have been approved if the Member uses the Membership Card or if no objection in writing is registered within 30 days of notification. In case of refusal to accept the changes made to the Programme, the Member will be able to cancel his/her membership.

In accordance with the procedures described in the MyCompagnie Communication, the

contract may be terminated at any time by either party. The General Terms and Conditions will remain in force even after the termination of the contractual relationship. The Company will terminate the membership upon receipt of the termination request and the Member will have six months from the date of termination to use all his/her accrued Points. In the event of termination of the contract by the Company, all Points shall expire within six months of notification of the cancellation. If the Member makes any essential misstatements, infringes the rules in relation to Points or the rules as set out in the MyCompagnie Communication, or infringes the rules, all Points shall expire as soon as the Company has given notice of the termination.

In the case where the MyCompagnie Programme is terminated, the Company will do its utmost to inform Members in advance.

Points accrued by Members shall be valid for 3 years from the date they are awarded. The Member shall be responsible for checking the expiry date of Points.

In case of the death of a Member, the Company shall close the account of that Member upon receipt of the death certificate.

3 Membership

Subject to local laws and permission from a parent or guardian, where applicable, the Programme is only open to individuals aged 2 and over. The participation of companies or any other legal entity is excluded.

A Member may only take out one membership and a Member may only have one account in his/her name. A Member may only earn points for his/her own flights and not for any flights booked for a third party. Spouses, children and colleagues are excluded in particular.

The account and the Points acquired by the Member concerned may not, in any circumstances, be transferred, bequeathed, assigned, sold or accumulated, against payment or free of charge, with the Points account of any other person, irrespective of whether that person is a Member of the Programme, or with any other account belonging to the Member, except in the cases provided by the Company and stated in the MyCompagnie Communication.

Qualifying Flights taken since July 2014, prior to the date of registration with the Programme, are eligible for Points which shall be credited retroactively.

By joining the Programme, the Member agrees to receive the MyCompagnie Communication which is an integral part of the Programme. The Member is required to provide the Company with an email address as well as a postal address in order to receive his/her Membership Card and the MyCompagnie Communication.

Any eligible person wishing to join the Programme must register for the frequent flyer programme, by creating an account on the La Compagnie Boutique Airline website and registering their personal information and password. The member must activate his/her account via an email which will be sent automatically. The membership number is generated

automatically. Any person applying for membership to the Programme is deemed to have read and agreed to these General Terms and Conditions.

The Company reserves the right to refuse membership to any person who does not meet the conditions required by the Programme.

Anyone whose membership application has been accepted by the Company will be given an individual account and a membership number. The membership number will be required for any requests in relation to the account.

Anyone wishing to accrue Points must systematically stipulate his/her membership number in a dedicated box on the booking system in the case of an online booking, or inform one of the customer advisors of his/her membership number in the case of a booking via Customer Services.

II) Earning Points

1- Earning Points according to the flight fare schedule

Every flight, one-way and return, entitles the Member to a certain number of points depending on the fare conditions selected. The fare schedule may be viewed online in the Member's personal space.

- > A *Full Flex* fare flight allows passengers to earn five MyCompagnie Points
- > A *Semi Flex* fare flight allows passengers to earn three MyCompagnie Points
- > A *Best Buy* fare flight allows passengers to earn two MyCompagnie Points
- > A *Promo* fare flight allows passengers to earn one MyCompagnie Point

The Member must complete a Qualifying Flight to earn Points. Points may not be credited before the flight. The Member's account may only be credited once for each Qualifying Flight completed and once for each service used.

A Member may only accrue Points for a flight completed himself/herself, even if the Member purchases tickets for other persons on the same flight.

In case of transfer to a different flight due to unforeseen circumstances, the Member will earn Points for the flight for which he/she originally purchased a ticket, not the actual journey.

Free or pro-bono tickets do not entitle the passenger to be credited with Points for those flights.

2- Earning points according to the Referral System

A Member can earn MyCompagnie points through a Referral System. The Sponsor gives a code available in his/her account to a Sponsee, who enters the code when registering for the Programme. Following the Sponsee's first Qualifying Flight, the Sponsor's account is automatically credited with two Points and the Sponsee's account is automatically credited with four Points.

A Member who is already registered with the MyCompagnie frequent flyer Programme is not authorised to create a new account, thereby benefiting from the ability to become a Sponsee and request the transfer of Points from his/her old account. In that scenario, the Member will have to choose which account to keep. If he/she has been able to take advantage of the four Points offered to a Sponsee, La Compagnie reserves the right to deduct the Points earned from the Member's account. A Member who has registered with the Programme without having entered a referral code on the online registration form may not be a Sponsee. He/she may, however, become a Sponsor if he/she wishes.

Points earned by the Sponsee and the Sponsor under the Referral System will be automatically

credited to the Sponsor and to the Sponsee after the Sponsee's first Qualifying Flight. After his/her first Qualifying Flight, the Sponsee will receive the Points owed from his/her trip as well as the Points owed under the Referral System.

The unique referral code for each Member is visible in the Referral tab of the MyCompagnie online account for all Members. Points earned by the Sponsee under the Referral System will only be credited once. Any Member may become a Sponsor after registering without having to complete a Qualifying Flight.

Sponsors may refer Sponsees as many times as they wish.

A Sponsor may also be an association or a partner company. In that case, only the Sponsee's account will be credited with Points (four Points) after the first Qualifying Flight. The Referral Code will then be provided directly by the Company and may be used indefinitely. The Sponsee must be a member of the association or the partner company. If that is not the case, the Company reserves the right to deduct the points earned by the Sponsee under the Referral System.

3- Other conditions applicable to earning Points

The Member is required to keep any necessary documents such as boarding passes and passenger receipts, which must be provided to obtain a retroactive credit.

Acquired Points will be automatically credited to the Member's account, regardless of the identity of the person or entity that paid for the tickets or services, provided that the Member's membership number was stipulated when booking the flight online or through Customer Services.

Members shall notify any third party or any legal entity paying for the tickets, the transaction or the services, of the Points and benefits obtained under the Programme.

Each Member must verify that the Points have been credited to their account either online or by contacting the Customer Service Centre.

Points will not be awarded for unused, confiscated, fraudulent, lost, expired or refunded tickets. The Company reserves the right to debit the account of any Member who has unduly acquired Points.

Points are not credited in the case of flights cancelled by La Compagnie, in particular in the event of cancellation due to bad weather, industrial conflicts or safety reasons.

La Compagnie reserves the right to award points to Members of the Programme free of charge.

All Points will be earned and used in accordance with the rules and guidelines of these General Terms and Conditions.

The Company will make every effort to accurately provide any credit or number of Points.

III) Using Points

1- Converting Points to La Compagnie tickets

Where a Member has accrued a sufficient number of Points, the Member may redeem his/her Points for La Compagnie plane tickets by phoning the La Compagnie Customer Service Centre.

Points may be redeemed at any time for La Compagnie plane tickets to any La Compagnie destination.

The Member may choose the type of ticket he/she wishes to redeem:

- > A total of twenty points is required for a one-way "Min. Availability" ticket.
- > A total of forty points is required for a return "Min. Availability" ticket.
- > A total of forty points is required for a one-way "Max. Availability" ticket.
- > A total of eighty points is required for a return "Max. Availability" ticket.

The terms "Min. Availability" and "Max. Availability." indicate the availability of seats on board.

These tickets do not qualify for flights on other airlines.

Any airport tax in force as well as any service charges shall be payable by the customer for each ticket obtained using MyCompagnie points.

Only the Member whose account is used to redeem Points is authorised to request Points tickets. In the event that the Member is legally incapacitated (irrespective of whether he/she is an adult or minor), the plane tickets must be requested by the legal representative or guardian of that Member. The Member may request tickets for Points and allow any person he/she chooses to benefit from those tickets.

In the case where the Member has redeemed his/her Points for a Max. Availability ticket, the Member may, subject to certain conditions and at least 24 hours before boarding the first flight segment, modify or cancel the ticket obtained by using Points, in accordance with the procedures described in the MyCompagnie Communication. In case of change or cancellation of the flights by the Member, penalties will be payable: 53 US Dollars per segment for a change, or 107 US Dollars per segment for a cancellation. The Points will be recredited to the customer's account. No cancellation or change will be possible less than 24 hours before the scheduled departure time. The inability to change or cancel will result in the loss of the Points, the plane ticket and the taxes paid. In the case of failure to board, if, after the return date, the trip has not been made, the ticket obtained using Points can no longer be re-used and the Points will not be recredited.

In the case where the Member has redeemed his/her points for a Min. Availability ticket, the Member cannot exchange his/her ticket or be recredited with the total Points redeemed.

Once the ticket is redeemed, no change of beneficiary is permitted. The Member shall be responsible for monitoring the conditions applicable to the use of the ticket obtained using Points and, where appropriate, for taking out appropriate insurance to cover the cases in which

he/she may have to cancel the trip.

To travel with a child under the age of two, the adult travelling using a Points ticket must make a booking for the baby, at the applicable fare of the company.

2- Converting Points to La Compagnie services

Where a Member has accrued a sufficient number of Points, the Member may redeem his/her Points for La Compagnie services by phoning the La Compagnie Customer Service Centre.

The Member may choose the type of service he/she wishes to redeem:

- > A total of five Points is required to redeem Points for changing a one-way *Semi-Flex* ticket
- > A total of ten Points is required to redeem Points for changing a one-way *Best Buy* ticket
- > A total of fifteen Points is required to redeem Points for changing a one-way *Promo* ticket
- > A total of five Points is required to redeem Points for transporting additional baggage or for over-sized baggage (per one-way flight).

Points can eliminate the costs of changing a ticket according to the fare at which the passenger purchased the ticket. The difference in fare will still apply according to the dates requested.

All Points conversion options set out above are applicable per flight. If the passenger is making a round trip, he/she will have to add the number of Points for each journey (one-way and return) according to the fare paid at the time of booking.

Points redeemed for a La Compagnie service cannot be exchanged and will not be recredited.

The redemption of Points for a La Compagnie Service must be requested by the Member. The Member may use the Service himself/herself or allow a third party to benefit from it.

3- Other conditions applicable to converting points to La Compagnie tickets

The Member is required to pay any applicable taxes, fees and surcharges associated with the issuance or use of a plane ticket obtained using Points and to have all necessary travel documents for the Points ticket. The applicable taxes, fees and surcharges must be paid separately to the ticket.

The Member or the beneficiary shall comply with any specific local regulations, whether legally or otherwise required, and verify the customs formalities in force in the destination country.

Points tickets may not be used for medical transportation on stretchers, the escorting of children by hostesses, baby seats or to benefit from an additional seat.

IV) Compliance of the Member with the Programme

The Member guarantees the accuracy of the information provided, including his or her email address. The Member shall be regarded as solely responsible for any erroneous, incomplete or obsolete information.

The Member agrees to provide proof of identity upon request. Failure to respond to that request within a reasonable period will automatically result in the suspension or termination of membership and the loss of all Points accrued.

All Points will be earned and used in accordance with the rules and guidelines in these General Terms and Conditions.

The Member must inform the Customer Service Centre immediately in the event of theft or loss of the Membership Card. The Company shall not be responsible for any fraudulent use of the Membership Card or in case of non-compliance by the Member with this provision.

No Points will be awarded for unused, confiscated, fraudulent, expired, lost or refunded transactions or tickets. No Points will be awarded if a person abusively registers and identifies himself/herself under the same name as a Member.

The Company reserves the right, at any time, to ask for any supporting documents in relation to the Points accrued. Retroactive credits may only be requested by emailing customercare@lacompagnie.com, via the La Compagnie website in the Member's account or by phoning the La Compagnie call centre. Points will be credited automatically.

The sale, purchase, brokerage, resale and exchange of Points are prohibited. Points have no market value and may not, under any circumstances, be redeemed for cash.

A serious breach of the fare conditions, General Terms and Conditions or conditions of transport, the misuse of the Programme, including non-compliance with the Programme, the sale or exchange of Points or tickets, or any misstatement in relation hereto, any reprehensible conduct, including any untoward or malicious conduct towards any employee of La Compagnie, any disruptive behaviour on board or in lounges, or any refusal to follow the instructions of an employee, may result in the cancellation of the Member's account and subsequent exclusion from the Programme.

Any material breach of the General Terms and Conditions may result in the forfeiture of all accrued Points, tickets obtained using Points and the payment by the Member or passenger of the full applicable fare for any segment travelled with Points used abusively.

The Company reserves the right to initiate any legal proceedings that it deems necessary against the Member in respect of the performance of any of the terms and conditions governing the Programme and may recover damages, legal fees and court fees.

The employees or directors, or their heirs or assigns, of the Company, any travel agency, or any legal entity operating as a tour operator or acting on behalf of a tour operator, may not avail

themselves of these General Terms and Conditions by earning Points, or of their status in the Programme, for services offered by MyCompagnie at special prices or at preferential rates granted to airline employees or tourism professionals.

V) **Liability of the Company**

Termination or change of the Programme

Unless stipulated otherwise, the Company shall not, under any circumstances, be liable for any loss or damage resulting from the termination or change of the Programme or for the withdrawal of the MyCompagnie Programme. The Company will do its utmost to inform Members of such changes or withdrawals as soon as possible.

If the Company wrongly refuses a Member a Points credit or any other benefit offered under the Programme, the liability of MyCompagnie shall be limited to the value of the Points concerned and any compensation may only be in the form of recredited Points.

The laws applicable in some countries may impose restrictions on the conditions governing the implementation of membership to the Programme. As a result of local laws and regulations, the Company may not be able to provide the Programme or parts thereof in certain countries or to certain individuals. The Company shall not be liable for its compliance with such local laws and accordingly reserves the right to terminate a Member's participation in the Programme and to cancel the Points accrued by that Member.

The Member is responsible for any third-party claim, including by the tax authorities, in relation to his/her participation in the Programme.

Personal Information

Personal information will be used by MyCompagnie for the correct operation of the Programme. Under the Referral System, a Sponsor will be informed by email of flights by his/her Sponsee.

Audit

To ensure compliance with the Programme's rules, the Company reserves the right to audit any Programme accounts at any time, without giving any notice to Members.

In case of any irregularities or violations detected by an audit, the processing of Points, the accrual of Points or the statement of account may be postponed by the Company until such irregularities or violations have been resolved by the Company. Pending such resolution, Members may not be permitted to convert Points to plane tickets, access the lounges or use the services and benefits associated with the Programme, at the sole, absolute discretion of the Company.

The Company reserves the right to inform MyCompagnie security officials of the misconduct of any Member or of any irregularities on the Member's account.

These General Terms and Conditions supersede all previous documents.