

# **SKYPASS Terms and Conditions**

## **Conditions of Enrollment**

1. The SKYPASS program is open to any person in any country that has not prohibited participation in frequent flyer programs.
2. Corporations or other entities cannot be enrolled as general members.
3. Only one person may be enrolled per SKYPASS account.
4. Members must provide full legal name to participate in the SKYPASS program.
5. Members may maintain only one SKYPASS account. In the event that more than one account number is assigned to the same individual (duplicate accounts), a request must be made to transfer the mileage to the one account that the member wishes to use. If the member has accumulated multiple or excess mileage credit as a result of having multiple accounts, Korean Air will withdraw all excess mileage from the member's account(s) and adjust the member's account to reflect the proper mileage amount. Duplicate accounts will be subject to cancellation at Korean Air's discretion.
6. Except as otherwise explained below, mileage credit is not transferable and may not be combined among SKYPASS members, or conveyed by any means to anyone, including through a member's estate, and may not pass to members' successors and assigns. Accrued mileage credit and award certificates and award tickets do not constitute property of the member. Neither accrued mileage, award certificates nor tickets are transferable by the member: (i) upon death; (ii) as part of a domestic relations matter; or (iii) otherwise by operation of law.
7. In the case of death, the SKYPASS miles of the deceased member will become invalid and will be considered as forfeited.
8. Retroactive credit will not be given for flights taken prior to the enrollment date.

9. The member's registered address will determine in which regional SKYPASS program the member will participate. The rules and conditions of the regional programs may differ in accordance with the governing laws of each particular region.

It is the responsibility of the member to read and understand the rules and conditions of the SKYPASS program for the region in which they are enrolled.

10. Participation in the SKYPASS program may be prohibited or restricted in some countries. Nothing in these rules and conditions should be read to override or circumvent any such foreign laws.

11. Membership in the SKYPASS program is subject to any rules and conditions that Korean Air may, at its discretion, adopt from time to time. Korean Air reserves the sole right to interpret and apply the SKYPASS rules and conditions.

12. Korean Air reserves the right to interpret and apply the policies and procedures communicated in these terms and conditions. All determinations by Korean Air shall be final and conclusive in each case. These terms and conditions supersede all previously published rules and conditions.

### **Name and Address Changes**

1. It is the responsibility of the SKYPASS member to advise Korean Air of any change of name, email address, telephone number(s) and mailing address. Korean Air is not responsible for late, lost, or misdirected mail or any consequences thereof.

2. In the event of loss or theft of the SKYPASS membership card, it is the responsibility of the member to inform Korean Air immediately. Korean Air will not be liable for misuse of a lost or stolen SKYPASS card or any unauthorized use of a SKYPASS card.

### **Audit and Disqualification**

1. Korean Air reserves the right to audit any and all members' accounts at any time and without notice to the member to ensure compliance with the rules set forth in this program guide. In the event that an audit reveals discrepancies or violations, the processing of award certificates/tickets and statements may be delayed until the

discrepancies or violations are resolved. Violators are subject to having their SKYPASS accounts inhibited (e.g., miles may not be withdrawn from an inhibited account) or penalties imposed through the deduction of mileage from their accounts.

2. Korean Air reserves the right to disqualify any person from further participation in the SKYPASS program or special promotions if, in Korean Air's sole judgment, that person has violated the SKYPASS program rules and conditions.

3. Disqualification may result in termination of an individual's membership, loss of accumulated mileage credit or the cancellation of any unused awards.

### **Program Changes and Termination**

1. Korean Air reserves the right to change the SKYPASS program rules, regulations, terms, conditions, travel awards, mileage award levels and special offers, in whole or in part, with reasonable notice as appropriate in the circumstances, even though the changes may affect the value of the mileage already accumulated. Korean Air may, among other things:

(i) withdraw, limit, modify, or cancel any award;

(ii) change program mileage levels, conditions of participation, rules for earning, redeeming, retaining or forfeiting mileage credit, or rules for the use of travel awards;

(iii) add an unlimited number of blackout dates; or

(iv) limit the number of seats available for award travel (including, but not limited to, allocating no seats on certain flights) or otherwise restrict the continued availability of travel awards or special offers.

2. The changes shall be considered approved if the member continues to use his/her membership card, orders or uses in any way an award or benefit offered under the SKYPASS program, or if no written protest is registered within one month of notification. If a member does not accept the changes, he/she may terminate his/her membership by writing to Korean Air local service center stating that he/she no longer wish to be a member and enclosing their card cut in half.

3. Korean Air reserves the right to terminate the SKYPASS program entirely with six (6) months prior notice. Should a notice regarding termination be provided, further mileage accumulation will not be permitted commencing on the date the SKYPASS program is to terminate.

4. Korean Air reserves the right to send notices regarding changes to and termination of the SKYPASS program only to "active members." For purposes of these rules, "active members" are defined as those members who have accrued mileage in their account or who have redeemed any SKYPASS award by the use of mileage in their account in the previous six-month period. Members who are not "active members" may be excluded from receiving newsletters, statements, correspondence or other materials, including notification of program changes and termination, or special promotions from Korean Air.

5. Without limiting this section in any way, members will be taken to have received notice of any changes to or termination of the SKYPASS program if Korean Air notifies the member by any method including, but not limited to, by providing notice to the address currently listed in the member's account and/or by posting the notification on the Korean Air website(s).

6. Korean Air is not responsible for late, lost, and misdirected mail when sending any SKYPASS program related notification or materials.

#### **Mileage Accrual and Credit**

1. To receive mileage credit, individuals must be a SKYPASS member prior to travel. Members must provide their SKYPASS account number to the reservations agent or travel agent at time of reservation and again at check-in for travel on Korean Air or for any qualifying SKYPASS partner company in the program. When making reservations, members should confirm that the airline is a SKYPASS partner airline. Korean Air is not responsible for notifying members of changes in partner participation in the SKYPASS program.

2. Mileage earned in Korean Air's Skypass program on or after July 1, 2008, is valid for a period of five years and will expire if unredeemed. All mileage earned on or before June 30, 2008 will not expire.

The five year mileage validity period is based on the date flown on Korean Air and partner airlines. The validity period for Korean Air partners is based on the date posted to the member's account.

3. Mileage will be earned on all published fares for travel on qualifying Korean Air and partner airline flights. Certain airline tickets are not eligible for earning mileage credit. These include, without limitation, the following: all tickets issued as SKYPASS awards or other free ticket promotions including free or reduced rate tickets (50% or more); companion tickets; travel agency/industry reduced rate tickets; items occupying a purchased seat; unpublished fare tickets; infant-ticketed flights; and any tickets issued subject to special provisions. Members earn a credit of 165% for Premium First (P) Class, 150% for First (F) Class and 125% for Prestige Business (C) Class. Group tickets earn a credit of 80%. Bonus credits will not be awarded for these fare classes when traveling with an upgrade. Mileage credit will only be awarded according to the qualifying purchased fare, regardless of the actual class flown.

4. Members must actually travel to earn SKYPASS flight base mileage. Miles will not be awarded on unused, forfeited, fraudulent or refunded tickets, or on additional tickets purchased on the same flight under the same name for any reason. Only the person named on the SKYPASS account and who actually flies can earn SKYPASS mileage, even if they purchase tickets for other people. Mileage will be accumulated one time per flight per SKYPASS membership. Miles will not be awarded when a person checks in and improperly identifies under the same name as the member. Any fraudulent activity in connection with the program will entitle Korean Air, in its sole discretion, to terminate an individual membership and/or elite member status, void all mileage credit and cancel previously issued tickets, awards and certificates.

5. Mileage can be accrued only for flights, hotel stays, car rentals or other transactions actually taken or performed by the member after the member's official enrollment date. Members may request mileage adjustments on flights or SKYPASS partner company services up to one year from the date of travel. The original boarding pass and original passenger receipt, or appropriate photocopy of hotel/car/partner receipts showing the member's full name as it appears on the SKYPASS membership card (credit card receipts or vouchers are not acceptable), must be provided to the SKYPASS Service Center for mileage adjustment requests. Members should keep a copy of all documents for their records.

6. Members who are enrolled in the SKYPASS Family Plan may combine accrued mileage only at the time of redeeming mileage for awards.

7. Flight cancellations due to any condition that Korean Air or other SKYPASS partner airlines cannot control will not be granted award mileage credit.

8. Children (persons age two (2) through eleven (11) years) on any fare types will accrue 75% of the amount of mileage as adults provided the child is a SKYPASS Junior member prior to travel. Once the Junior member reaches their 12th birth date, the membership will be automatically converted to a general SKYPASS membership. Infants (persons under the age of two (2) years) are not eligible for participation in the SKYPASS program, and will be unable to accumulate mileage on any fare types.

9. Mileage credit transfer from any SKYPASS partner airline is not acceptable once the flight has taken place. Furthermore, the pooling or combining to or from SKYPASS to other mileage programs, including programs of SKYPASS partner companies, will not be permitted.

10. The SKYPASS program "partners" are airlines, rental car companies, hotels, theme parks or other entities who offer SKYPASS members service discounts and who, in some instances, permit the accrual of mileage to members who use their services. SKYPASS partners and partner locations are subject to change and termination without notice by Korean Air or its partners. Korean Air is not responsible for any SKYPASS partner withdrawals, award cancellations, discontinued services, changes in any mileage levels, rules or restrictions applying to any partner's awards, or mileage accrual policies. Members should confirm partner status when making reservations.

11. The use of awards for travel on SKYPASS partner airlines is subject to the rules and conditions established by each respective partner.

12. Korean Air reserves the right to change or sever partnership agreements with any of its SKYPASS partners companies at any time without prior notice.

13. Members are responsible for ensuring that their mileage is properly credited. If a member believes that mileage has been earned but not credited, the member may be required to submit documentation satisfactory to Korean Air, which may include copies of ticket coupons, boarding passes, and receipts or similar documentation verifying any transactions claimed to have been performed. Any claims for mileage by the member

must be received by Korean Air within one year from the date of travel. Korean Air reserves the right to correct any mileage discrepancies as deemed necessary.

14. If Korean Air or any SKYPASS partner improperly denies a member mileage credit, travel award, or other benefit, the member's exclusive remedy shall be the issuance of the improperly denied credit, award, or benefit if available, or such other alternative comparable benefit as determined by Korean Air, which shall have no additional liability. Korean Air or any SKYPASS partner shall not be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Korean Air or any SKYPASS partner acts or omission in connection with the SKYPASS program.

### **Mileage Redemption for Awards and Upgrades**

1. Only members are allowed to redeem mileage from their individual accounts from Korean Air. Through the SKYPASS Family Plan, members and designated family members (up to five family members including the applicant) are allowed to combine or pool accrued miles for redemption purposes. For purposes of the Family Plan, family members are defined as: member's spouse, member's children, member's parents, and member's grandparents. Family members must also be SKYPASS members to participate in the Family Plan. When a member requests SKYPASS Bonus Awards through the Family Plan, all mileage will be deducted from that member's account first, then as needed, additional miles for the requested award will be deducted from a Family Plan member's account.

2. In addition to the Family Plan, members can redeem mileage from their individual accounts for mileage awards that may be specially endorsed to certain family members for travel use. This does not mean that mileage can be combined with other family member miles, or travel awards can be endorsed to any member. For purposes of the travel award endorsement, family members are defined as: member's spouse, member's children, member's parents, member's siblings, member's parents-in-law, sons-in-law, daughters-in-law, member's grandparents. Family members must also be SKYPASS members to be eligible for the travel award endorsement.

3. All travel awards reservations and ticketing must be processed through Korean Air.

4. Award processing is subject to verification of the member's mileage balance.
  
5. Travel awards are subject to capacity controls and availability is limited. The availability of awards may depend on the flight date, season and destination and some flights may not have any award seats available. Once an award has been issued, tickets are non-transferable, non-endorsable and non-refundable (in monetary value). No more than two, three-month extensions are allowed, with a deduction of 5,000 miles per extension. Requests for extensions must be made prior to the ticket expiration date. Two stopovers are allowed per round trip, one stopover each way. Side trips and backtracking are not permitted. Bonus tickets are valid for six (6) months from the date of issuance. Revenue ticket passengers have priority on all flights. Tickets must be used according to the itinerary. Free ticket awards are ineligible to earn miles.
  
6. SKYPASS miles can be applied toward seating class upgrades. The required mileage eligibility for a bonus upgrade varies, depending on the fare (discount or normal) and season. Certain promotional fares, tickets purchased at a discount of 50% or more, and GV/GIT (group tickets) are not eligible for upgrades. The validity of the upgrade will match the validity of the upgrade applied ticket. Upgrades will be issued according to the ticket fare type. The upgrade applies to one continuous itinerary on the route selected. Bonus upgrades are only permitted on normal tickets and PF tickets. Travel taken using upgrades will accrue mileage for the class of service in which the fare is based when ticketed, not for the class of service flown.
  
7. SKYPASS awards cannot be combined or used in conjunction with any other promotion, coupon, discount, or special offer and are void where prohibited by law.
  
8. Travel award tickets are not redeemable for cash or exchangeable for revenue tickets.
  
9. SKYPASS members traveling on free award tickets are responsible for any applicable departure taxes, passenger facilities charges, federal inspection fees and any other governmental taxes or fees. Certain other fees may apply for handling and last minute redemption processing. Please check with the SKYPASS Service Center for details.

10. Members who are the parents or legal guardians of infants, on the infant's behalf, will be able to redeem mileage for award tickets and upgrade awards. The amount of mileage deducted for infants will be 10% from the amount of mileage required for adult-travel awards. Infants must also always have an airline ticket in order to board the aircraft. Infants may possess either (1) a mileage award ticket, or (2) an infant-fare ticket based on the same class of service as that which is to be utilized by the adults traveling with the infant, or (3) an infant-fare ticket based on a lower class of service plus an upgrade certificate. Infants traveling on infant-fare tickets will not occupy their own seat.

11. The amount of mileage deducted for child-travel awards will be the same amount of mileage as that required for adult-travel awards.

12. Korean Air shall not be held liable or responsible for the loss or theft of any issued award certificates, award tickets or any other awards. Korean Air shall also not be held liable or responsible for any accidents, delays, loss, or damages which may result from using postal, air courier or other delivery services to send award certificates, award tickets or other awards to members. In no event will Korean Air have any obligation to replace any lost, stolen, damaged or destroyed award certificates, free award tickets or other awards.

### **Award Changes and Cancellation**

1. An itinerary change to award is only permitted within the same region.

2. Cancellation of travel awards is only permitted within six (6) months from the date of issuance. Cancellations occurring after six months will result in a mileage deduction of 5,000 miles and cancellations occurring after twelve (12) months will result in a mileage deduction of 10,000 miles. For bonus ticket cancellation, members should return the unused bonus ticket to the SKYPASS Service Center.

3. Cancellation of upgrade awards is only permitted within the validity of the upgrade applied ticket. Cancellations occurring after the validity of ticket will result in additional mileage deduction. Cancellations occurring after six months from the date of issuance will result in a mileage deduction of 5,000 miles and cancellations occurring after twelve (12) months from the date of issuance will result in a mileage deduction of

10,000 miles. For upgrade cancellation, proof of trip cancellation or a boarding pass indicating the actual travel class is required as supporting documentation.

### **Involuntary Downgrades**

Korean Air will not provide any monetary compensation to a member traveling on an award ticket or upgrade award who is involuntarily downgraded due to an airport irregularity. A member may request a mileage refund for the unused portion of the award as a result of an involuntary downgrade. In order to receive such a refund, the member should submit a written request to Korean Air for a mileage refund along with the ticket, boarding pass, and SKYPASS account number.

### **Transfers to Other Airlines**

Under no circumstances is Korean Air obligated to transfer a member traveling on an award ticket to another carrier due to flight delays, cancellations, or any other flight irregularities.

### **Prohibition of Sale or Barter**

1. SKYPASS mileage or awards have no monetary value and subsequently may not be transferred, bartered, sold, or bequeathed except for the case specified in this terms and conditions.
2. The use of award tickets that have been acquired by purchase, barter, or other conduct in violation of the program rules may result in the confiscation of the tickets, denial of boarding with respect to the ticket holder and, at Korean Air's discretion, completion of the travel only upon payment of an applicable fare.

### **SKYPASS Privacy Policy**

When an individual enrolls in the SKYPAS program, Korean Air collects the following information:

- Name
- Address

- Telephone Number
- Birth date
- Email address
- Language Preference/Hobbies/Etc.(Optional)

Korean Air uses members' personal information for a variety of purposes, including the delivery of promotional materials.

Korean Air does not sell members' names or other private information to third parties. From time to time, however, Korean Air may send to members offers from SKYPASS partner companies. In addition, Korean Air may provide information it collects about members with third party vendors contracted to facilitate the distribution of promotions and other opportunities by SKYPASS partner companies. These third party vendors are subject to strict data security and confidentiality requirements and, upon completion of their services, all information is returned to Korean Air or is destroyed.

Korean Air may disclose personal information if required to do so by law, court order, or as requested by a governmental or law enforcement agency. Under these circumstances, or where otherwise required by law, a member's personal information may be shared with others without the member's knowledge or consent.

Should you wish to no longer receive any promotional offers from our partner companies, please contact our service center to opt-out of any future mailings.