

SKYPASS Terms and Conditions

※ The Terms and Conditions of the SKYPASS Program observe laws in Korea. SKYPASS members are subject to the terms and conditions of SKYPASS Program specified herein.

1. The SKYPASS program is for individual members, not for corporations or entities and only one person may be enrolled per SKYPASS account.

2. The SKYPASS membership card is only for the member named on the card. The card is neither transferable nor to be rented. Korean Air will not be liable for the misuse of lost or stolen SKYPAS cards.

3. Benefits of the SKYPASS program such as mileage credit and bonus awards are available only for the member after the day of the membership enrollment. Members must actually travel completely to earn SKYPASS flight base mileage. No mileage credit will be awarded for cancelled flights due to force majeure such as weather conditions, war, strike, riot, upheaval, aircraft maintenance and embargo, which Korean Air or other SKYPASS partner airlines cannot control.

4. 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.

5. Members may earn mileage at a different rate and may also be limited to an upgrade award depending on the fare (booking class).

6. All mileage credit, regardless of which from Korean Air or from SKYPASS partners would be treated and managed under the same regulations and conditions. Accrued mileage credit can only be used as a bonus award that Korean Air provides. SKYPASS mileage credit or awards have no monetary value and subsequently may not be transferred, bartered, sold or bequeathed except for the case specified in this regulation.

7. In the case of death of members, the SKYPASS account and mileage of the deceased member will not pass to members' successors and become invalid and be considered as forfeited.

8. The use of award tickets or upgrade awards is subject to the availability of the seats. The number of award seats may be limited. The availability of awards may depend on the flight date, season and destination and some flights may not have any award seats available. The booking classes for awards are designated by Korean Air.

9. SKYPASS members traveling on award tickets are responsible for paying all applicable taxes, fuel surcharges and fees (including Customs, inspection, immigration, security,

agriculture, facility and departure/arrival charges, any administrative fee, federal inspection fees and any other governmental taxes or fees). Certain other fees may apply for handling and last minute redemption processing. Award tickets issued by the phone, or in person at a ticket office or at an airport ticket counter, are subject to a direct ticketing charge. Some fees are not refundable.

10. Korean Air reserves the right to correct any mileage discrepancies as deemed necessary, and not acknowledge mileage accrued violating the SKYPASS program rules and conditions.

11. Korean Air reserves the right to cancel the membership, the member's account, and accrued mileage and bonus awards upon the fabrication of the official documents of the member and the representative, the falsehood in the documentation and the violation of the SKYPASS program rules and conditions. Korean Air reserves the right to disqualify the member and the representative from the (re)enrollment of the membership. In the event when the mileage credit is used for a travel in violation of the SKYPASS program rules and conditions, Korean Air reserves the right to claim a published fare in cash and take an appropriate legal action.

12. Any claims for mileage credit or concerning awards bonus by the member must be received by Korean Air within one year from the date of travel or of bonus awarded.

13. ① Korean Air is not responsible for any individual contract between the SKYPASS program member and SKYPASS partners. ② Programs between Korean Air and SKYPASS partners are subject to change or termination depending on SKYPASS partners at any time without prior notice. ③ Members are subject to the rules and conditions established by each respective partner when using awards on SKYPASS partners. Korean Air is not responsible for any claims by the member with regard to partners.

14. Korean Air reserves the right to change the SKYPASS program with three (3) months prior notice under the following circumstances: when maintaining the SKYPASS program is difficult as a result of significant changes in economy such as changes or abolition of regulations, deterioration of the national economy, and decline of national credibility; when Korean Air needs to collaborate with other international airlines to resolve the gap between the global standard and Korean Air; and when Korean Air needs to balance the redeeming mileage credit centering on certain international destinations following the increase of the fare. The grace period of twenty four (24) months would be applied when the changes on mileage redemption award may affect the value of the mileage already accumulated. After twenty four (24) months, the changes would be applied.

15. The benefits and regulations may differ according to regions where members are enrolled.

16. It is the responsibility of the SKYPASS member to advise Korean Air of any changes of personal information. Korean Air is not responsible for any consequences resulting from the failure of a member to provide Korean Air with their current address.

17. Regulations and conditions specified in the most latest Membership Guide Book or the Korean Air homepage override previous one.

SKYPASS Privacy Policy

Article 1. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION ("PII")

① The Korean Air Co., Ltd (hereinafter "Korean Air") and its SKYPASS Frequent Flyer Program (hereinafter the "SKYPASS") collects personally identifiable information (hereinafter the "PII") in order to provide its members with the highest-quality service and associated information with their express affirmative consent.

② Korean Air shall use the PII for the following purposes:

- i) Name: To process and issue air tickets and membership cards
- ii) Resident Registration Number: To administer member's membership accounts
- iii) Telephone Number: To contact the members regarding airline ticketing and other related information
- iv) Home/Office, E-mail Address, Mobile phone number: To notify the members of changes in the program and to offer and provide products, goods, promotions and services of both Korean Air and its partners to the members
- v) Passport Number and Nationality: To comply with immigration procedure for entering countries
- vi) Miscellaneous: To offer customer support, customized service and other marketing materials to the members efficiently

Article 2. DISCLOSURE OF PII

Korean Air will only use or disclose the PII for the purposes and in the ways identified in advance. Korean Air will not use or disclose the PII to third parties without the consent of the member, except for the following purposes. :

- i) Travel Agency: Minimum information such as name and contact information may be disclosed to process and confirm the members' air travel requests
- ii) Partners: Membership number, membership level, resident registration number, and mileage status are required for the process of the partner services. The list of SKYPASS partners including their business name, area of business and contact information is included in the SKYPASS Membership Guide)
- iii), The "PII" may be disclosed for statistical, research or marketing purposes. Such information will be handled in accordance with strict data security and confidentiality which no individual can view.
- iv) Where required by law

Article 3. RIGHTS OF MEMBERS AND LEGAL GUARDIANS

① A member shall have the right to terminate his or her membership in the SKYPASS program at any time. Upon termination of membership, the consent provided by a member

pursuant Article 1 hereto shall be withdrawn.

② A member shall have access to the personal information held regarding that person and request rectification of information by visiting a Korean Air office or making a request by phone call, email, written documentation, electronic signature or membership ID. Individuals must identify themselves and provide sufficient information for verifications purposes, and Korean Air shall immediately respond to such requests.

③ A member may enquire about the termination of membership either by phone call, in writing or via email. A member may also terminate his or her membership either by fax, email, website or visiting a Korean Air office, providing the individual's identification and a written consent to disclaim his or her remaining miles.

④ Korean Air will only use or disclose the PII of a child under the age of fourteen (14) for the purposes and in the ways identified in advance. Korean Air will not use or disclose the PII of a child under the age of fourteen (14) to third parties without the consent of the child's parent or legal guardian. A legal guardian may have access to the personal information held regarding the child and request rectification of information in the same manner as specified in Article 3 - ①, ②, ③ hereto.

⑤ Korean Air may request the minimum information of a legal guardian including, but not limited to, his or her name and contact information in order to obtain the consent pursuant to Article 1-① hereto for a child under the age of fourteen (14). However, any collected information of such legal guardian shall neither be used for the purpose other than obtaining the said consent nor be disclosed to any third party.

Article 4. PERSONALLY IDENTIFIABLE INFORMATION ("PII")

Korean Air shall collect two types of PII: Required information and optional information.

i) Required Information

Name (Korean, English), Resident Registration Number, Date of Birth, Gender, Postal Address (Home / Office), E-mail Address, Telephone Number

ii) Optional Information

Company name, department, job title, passport number, nationality

Article 5. LIMITATION OF USE, DISCLOSURE AND RETENTION OF PII

The PII of a member shall be retained and used during their membership periods. Upon termination of membership, the PII concerning the member is necessarily destroyed, however, may be retained for the following cases:

i) Where required by Commercial Law, Privacy Protection Acts, and Electronic Commerce Standards or;

ii) extended retention of the PII has been notified to a member or specified beforehand pursuant to Article 6 of the Privacy Protection Instructions of the Ministry of Information and Communication, or;

iii) individually agreed by a member.

Article 6. MANAGEMENT OF PII

To ensure the high-quality service, all collected PII is handled and managed by Korean Air's associated companies, UNIES and UNIWIS, in terms of data input, edit, issuing and delivery of a card.

Article 7. ADMINISTRATION OF PII

- ① PII Supervisor: Ma, Won, Team Director of SKYPASS
(Tel.: 02-2669-7650, E-mail: skypassdesk@koreanair.com)
- ② PII Manager: Lim, Jong-wook, Assistant Director of SKYPASS
(Tel.: 02-2656-7655, E-mail: skypassmaster@koreanair.com)
- ③ Report of infringement of PII
 - i) Tel: 1336
 - ii) URL: <http://www.1336.or.kr>

※ This is a translated version of the SKYPASS membership terms and privacy policy originally prepared in Korean. If any discrepancy in meaning may occur between the translated version and the original English version, the original Korean version acts as the superceding documentation.

