

DREAMJET

PARIS NEW YORK

MYCOMPAGNIE GENERAL TERMS AND CONDITIONS

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I) GENERAL CONDITIONS OF THE MYCOMPAGNIE PROGRAM

The General Terms and Conditions of the MyCompagnie Programme are applicable from 15 May 2017.

1. Definitions

Unless the context otherwise requires, the following terms and expressions herein are defined as follows:

"La Compagnie": La Compagnie

"La Compagnie": DreamJet Participations, a simplified joint stock company incorporated under French law and having its registered office at 21-37 Rue de Stalingrad, 94110 ARCUEIL, France, registered with the Créteil Trade and Companies Register under number FR 38798 090 627.

"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 terms and conditions, which govern the Programme.

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

"Member": Any individual who has been assigned a Programme membership number. Only Members may benefit from the services and advantages offered under the Programme.

"Sponsor": A Programme Member who provides a referral code to a Sponsee and receives Points for the latter's first Qualifying Flight. The Sponsor may also be an association or a partner company. In this case, only the Sponsee will receive Points.

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

"Referral System": A mechanism by which a Member (called a Sponsor) may refer another Member (called a Sponsee), thereby allowing both Members to receive additional Points following the Sponsee's first Qualifying Flight.

"Points": Each flight taken on La Compagnie (outward and return) allows you to accumulate points, the number of which varies according to the fare class of the ticket purchased.

"Programme": The MyCompagnie loyalty programme offered by the Company, which is designed to reward Members who travel with La Compagnie frequently.

"Qualifying Flights": Actual flights with La Compagnie, enabling Points to be accumulated. Cancelled, free, and no-show flights are excluded.

"DreamJet Participations is the Programme owner.

2. General

These 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 the General Terms and Conditions, the MyCompagnie Communication, the Points structure, the structure of using and accruing Points and the Programme procedures (as described in Programme documents) at any time. The Company reserves the right to transfer ownership of the MyCompagnie Programme. Points will only be credited to the customer's account subsequent to the flight.

Under no circumstances may a Member file a claim for damages against the Company as a result of specific changes imposed by a particular country's legislation. Members will be notified of any changes or amendments to these General Terms and Conditions through the MyCompagnie Communication. These General Terms and Conditions and any amendments hereto will be deemed to have been accepted if the Member uses the MyCompagnie Programme or if no written objection is registered within 30 days of notification. Should the Member refuse to accept changes made to the Programme, he/she may cancel his/her membership.

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

may be terminated at any time by either party. The General Terms and Conditions will remain in force even after termination of the contractual relationship. The Company will terminate the membership upon receipt of the cancellation request, and the Member will have six months from the date of cancellation to use all accrued Points. Should the Company terminate the agreement, all Points will expire within six months of the cancellation notice. If the Member makes material misrepresentations, violates the Points policy or the rules set forth in the MyCompagnie Communication, or infringes upon any regulations, all Points will expire upon notice of cancellation from the Company.

Should the MyCompagnie Programme be terminated, the Company shall do its utmost to inform Members in advance.

Points accumulated by Members are valid for a period of 3 years from the date they are obtained, i.e., the date of the Qualifying Flight. It is the Member's responsibility to check the expiry date of his/her Points.

In the event of a Member's death, the Company will close the Member's account upon receipt of the death certificate.

3 Membership

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

A Member may only subscribe to one membership, and the Member may only have one account in his/her name. A Member may exclusively earn Points for his/her own flights and not those booked for a third party. This means that spouses, children and colleagues are excluded.

Under no circumstances may the account or the Points accrued by the Member concerned be transferred, bequeathed, assigned, sold or combined, 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 for by the Company and indicated in the MyCompagnie Communication.

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 e-mail address to receive the MyCompagnie Communication.

Eligible persons wishing to join the MyCompagnie Loyalty Programme must register by creating an account on La Compagnie website and registering their personal information and password. The member must activate his/her account via an email that will be sent automatically. The member number is also generated automatically. Any person applying for membership to the Programme is deemed to have read and accepted these General Terms and Conditions.

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

Anyone whose membership application has been accepted by the Company will be given an individual account and membership number. The membership number will be required for all account related requests.

Anyone wishing to accrue Points must systematically enter his/her membership number in a dedicated box in the booking system in the case of an online reservation or inform one of the customer representatives of the membership number in the case of a reservation via Customer Service.

II) Earning Points

1- Points earned according to the flight fare schedule

Each flight, both outward and return, entitles the Member to a certain number of points according to the fare conditions selected. The fare scale may be viewed online in the Member's personal space.

- > A *Flex* fare flight entitles the passenger to four (4) MyCompagnie Points
- > A *Smart* fare flight entitles the passenger to two (2) MyCompagnie Points
- > A *Promo* fare flight entitles the passenger to one (1) MyCompagnie Point

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

The Member may exclusively earn Points for the flight he/she has taken, even if the Member buys tickets for other people on the same flight.

In the event of a transfer to another flight due to unforeseen circumstances, the Member will earn Points for the flight that he/she originally booked, and not for the actual journey made.

Free or complimentary tickets do not entitle the recipient passenger to accrue Points for those flights.

2- Points earned according to the Sponsorship System

A Member may earn MyCompagnie Points through the Referral System. The Sponsor provides an account-generated code to a Sponsee, who enters it when registering for the Programme. Following the Sponsee's first Qualifying Flight, the Sponsor's account is automatically credited with two (2) Points and the Sponsee's account is automatically credited with four (4) Points.

A Member who is already enrolled in the MyCompagnie Loyalty Programme is not permitted to create a new account, become a Sponsee and request the transfer of Points from their old account. In this case, the Member will have to choose which account to keep. If the Member has successfully accrued the four Points offered to Sponsees, La Compagnie reserves the right to deduct the Points earned from the Member's account. A Member who has registered for the Programme without having entered a sponsorship code in the online registration form may not be a Sponsee. Such a Member may, however, become Sponsor if he/she so chooses.

Points earned under the Referral System will be automatically credited to both the Sponsor and the Sponsee after the latter'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 registration without having to complete a Qualifying Flight.

Sponsors may refer Sponsees as many times as they wish.

The Sponsor may also be an association or a partner company. In this case, only the Sponsee's account will be credited with Points (four Points) following 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 partner company. If this 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 all necessary documents, including boarding passes and passenger receipts, which must be provided in order to obtain a retroactive credit.

Accrued 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 indicated his/her membership number when booking the flight on the Internet or through Customer Service.

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

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

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

Points will not be credited in the event of flight cancellations by La Compagnie, particularly in the event of cancellation due to bad weather, labour disputes or security reasons.

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

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

The Company shall do its utmost to accurately provide any credit or number of Points.

III) Using Points

1- Converting Points to La Compagnie ticket(s)

When a Member has accrued a sufficient number of Points, the Member may redeem them for La Compagnie airline tickets by going to his/her space on lacompanie.com or by phoning the La Compagnie Customer Service Centre.

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

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

- A total of forty (40) points is required for a "Min. Availability" round-trip ticket.
- A total of forty (40) points is required for a "Max. Availability" one-way ticket.
- A total of eighty (80) points is required for a "Max. Availability" round-trip 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.

Applicable airport taxes and service charges remain payable by the customer for each ticket obtained with MyCompagnie Points.

Only the Member whose account is used to redeem Points is entitled to request Points tickets. In the event that the Member is legally incapacitated (irrespective of whether he/she is an adult or a minor), the request for airline tickets must be made by the Member's legal representative or guardian. The Member may request Points tickets and pass them on to a person of his/her choice.

In the event that the Member has redeemed his/her Points for a Max. Availability ticket, the Member may, under certain conditions and at least 24 hours before boarding the first flight leg, modify or cancel the ticket obtained with Points in accordance with the procedures described in the MyCompagnie Communication.

In the event of a flight change or cancellation by the Member, penalties will be payable by the latter: no charge for a change and 100 euros per leg for a cancellation. The Points will be credited back to the customer's account. No cancellation or change will be possible less than 24 hours before the scheduled departure time. Failure to make a change or cancellation will result in the loss of Points and the airline ticket. Taxes paid may be refunded upon the Member's request. In the event of failure to board: if, after the return date, the trip has not been made, the ticket obtained using Points may no longer be used and the Points will not be recredited.

If the Member has redeemed his/her points for a Min. Availability ticket, the Member will not be able to cancel the ticket. In this case, no recredit of Points will be made and no refund of taxes will be authorised.

If the Member has redeemed his/her Points for a Min. Availability ticket, he or she will be able to exchange the ticket if the new date desired is bookable in Min. Availability.

Once the ticket has been redeemed, no change of beneficiary is permitted. It is the Member's

responsibility to ensure that the conditions applicable to the use of the Points ticket are met and, if necessary, to take out appropriate trip cancellation insurance.

To fly with a child under the age of two, an adult travelling on a Points Ticket must make a reservation for the infant, at the applicable company fare conditions.

2- Converting Points to La Compagnie services

When a Member has accrued a sufficient number of Points, the Member may redeem his/her Points for La Compagnie services by going to his/her space on lacompanie.com or 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 (5) Points is required to redeem Points for the carriage of additional or oversized baggage (per one-way flight).

All Point conversion options set out above are applicable per flight. If the passenger is making a round trip, he/she must add up the number of points for each trip (outward and return) according to the fare paid at the time of booking.

Points redeemed for a La Compagnie service are not exchangeable 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 for himself/herself or for the benefit of a third party.

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

The Member is responsible for paying all applicable taxes, fees and surcharges associated with the issuance or use of an airline ticket obtained with Points. The Member is also responsible for having all necessary travel documents for the Points ticket. Applicable taxes, fees and surcharges must be paid separately from the ticket.

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

Points tickets cannot be used for medical stretchers, child escorts, infant seats or additional seats.

IV) Member compliance with the Programme

The Member guarantees the accuracy of the information provided, in particular his/her e-mail address. The Member will be considered solely responsible for any erroneous, incomplete or outdated information.

The Member agrees to provide proof of identity upon request. Failure to respond to this request within a reasonable time frame will result in automatic suspension or termination of membership and loss of all accrued Points.

All Points are to be earned and used in accordance with the rules and guidelines set out in these General Terms and Conditions.

The Company declines all responsibility in the event of fraudulent use of the MyCompagnie Programme by a third party or in the event of non-compliance with this provision by the Member or a third party.

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

The Company reserves the right, at any time, to request all supporting documentation for Points accrued. Retroactive credits may only be requested by emailing contact@lacompanie.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 or exchange of Points is prohibited. Points have no monetary value and may not, under any circumstances, be redeemed for cash.

Any serious breach of the fare conditions, General Terms and Conditions or conditions of carriage, any misuse of the Programme (including programme non-compliance or the sale or exchange of Points or Tickets), any false misrepresentation of fact in connection with this agreement, any reprehensible conduct (including unwelcome or malicious conduct towards any Company employee, unruly conduct on board or in the lounges, or refusal to follow an employee's instructions) 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, as well as tickets obtained with Points, and payment by the Member or passenger of the full applicable fare for any leg travelled with misused Points.

With respect to the performance of the terms and conditions governing the programme, the Company reserves the right to take any legal action against the Member that it deems appropriate

and necessary and may recover damages, attorneys' fees and court costs.

Company employees and officers (including their heirs or assigns), travel agencies, and legal entities functioning as tour operators or acting on behalf of tour operators may not avail themselves of these General Terms and Conditions by earning Points. Nor may they use their status in the Programme to benefit from MyCompagnie services offered at special prices or preferential rates granted to airline employees or tourism professionals.

V) **Liability of the Company**

Termination or modification of programme

Except as otherwise provided, in no event may the Company be held liable for any loss or damage resulting from the termination or modification of the Programme or the withdrawal of the MyCompagnie Programme. The Company shall do its utmost to inform Members of such modifications or withdrawals as soon as possible.

Should the Company wrongly deny a Member a Points credit, or any other benefit provided for under the Programme, MyCompagnie's liability will 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 certain countries may impose restrictions on the conditions governing the implementation of Programme membership. As a result of local laws and regulations, the Company may not be able to make the Programme or parts of it available in certain countries or to certain persons. The Company will not be liable for its compliance with such local laws and thus reserves the right to terminate a Member's participation in the Programme and cancel the Points accumulated by such Member.

The Member is responsible for any claims by third parties, including tax authorities, in connection with his/her participation in the Programme.

Personal Data

Personal data will be used by MyCompagnie for the proper functioning of the Programme. As part of the Referral System, the Sponsor will be informed of the Sponsee's flight by e-mail.

Audit

To ensure compliance with Programme rules, the Company reserves the right to audit all Programme accounts at any time and without prior notice to Members.

In the event of irregularities or violations found by audit, the processing of Points, Points accrual, or statement of account may be delayed by the Company until such irregularities or violations have been resolved. Pending such resolution, Members may be prohibited from redeeming Points for airline tickets, accessing lounges and using any services or benefits related to the Programme, at the sole and absolute discretion of the Company.

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

These General Conditions supersede all previous documents.