

ASKY Club Terms and Conditions

1. Definitions

1. in these Terms and Conditions and Program rules, unless the context specifies otherwise:
 - **ASKY** means African Sky Airlines Enterprise with corporate offices at Lomé, Togo (West Africa).
 - **'ASKY Club'** is defined as ASKY Frequent Flyer Award Program.
 - **'Service Partner'** means a provider of goods or services which is participating in **ASKY Club** from time to time, and may include airlines, hotels, restaurants, supermarkets, oil companies and resorts, financial, leisure & lifestyle service providers and car hire companies.
 - **'Member'** means a person who has applied for membership of **ASKY Club** and has been issued a membership number in this respect;
 - **'Enrollment Date'** is defined as the date on which ASKY issues the first Membership Card.
 - **'Miles'** means points accrued by a Member under **ASKY Club** based on the consumption of qualifying goods and services;
 - **'Account'** means the Account to which the Miles of a Member will be accrued or deducted;
 - **'Status Miles'** means Miles accrued in respect of qualification for a Membership Level, being a Mile earned by taking a flight on ASKY only.
 - **'Membership Tier'** means a membership level in **ASKY Club**;
 - **'Membership Card'** and 'card' are defined as **ASKY Club** Membership Card, issued and distributed by ASKY, after acceptance by ASKY of the application for ASKY's Frequent Flyer Program.
 - **'Award'** means specified goods or services to be provided by **ASKY Club**, Affiliate or a Service Partner to a Member in exchange for Miles.
 - **'Redemption'** means mile deduction for use in awards
 - **'A year'** is defined as the period of 12 consecutive months starting from January 01 to December 31.
 - **'Warsaw Convention 1929'** means The Convention for the Unification of Certain Rules relating to International Carriage by Air, Warsaw, 12th October 1929.
2. In these Program Rules, unless a contrary intention appears:
 - a. A reference to the singular includes a reference to the plural, and vice versa;
 - b. A reference to a gender includes a reference to the opposite gender;

- c. A reference to a party includes a reference to its authorized employees; and
- d. Headings are inserted for the purpose of convenient reference only.

2. General

1. These Terms and Conditions form the basis of **ASKY Club** Program. They are intended to protect both Member and ASKY. It is the Member's responsibility to read and understand them.
2. These Terms and Conditions are effective as at 01/01/2012 and may be amended from time to time. Members should refer to ASKY Website for the current Terms and Conditions.
3. Every Member is subject to these Terms and Conditions.
4. The Terms and Conditions applicable to the Award redemption will be those at the time the miles are redeemed for the Award.
5. The Program Rules may be changed, varied, suspended or terminated at any time without notice where permitted by law, that reasonable efforts will be used to promptly post details of that change or variation, suspension or termination (as the case may be) to ASKY Website at www.flyasky.com. In the event of any conflict between this version of the Program Rules and any version of the Program Rules published on ASKY Website, the latter shall prevail.
6. The Member's use of his or her Membership Card or quoting of his or her membership number after any change or variation to the Program Rules will be deemed to be acceptance by the Member to that change or variation.
7. Any notice to be given to a Member under these Program Rules will be deemed to have been given if posted by pre-paid post to the Member at the address provided by the Member for the purposes of **ASKY Club**.
8. The Program Rules are governed by the law of Republic of Togo and any proceeding with respect to or in connection with **ASKY Club** must be brought in that jurisdiction. Membership, including eligibility for Membership and any Miles or Awards, is subject to any applicable laws and regulations, including all applicable resolutions of the International Air Transport Association.
9. **ASKY Club** does not operate (or will cease to operate) in a jurisdiction in which it would be prohibited (or becomes prohibited) by any relevant law or governmental direction.
10. Reasonable care has been taken to ensure that information contained in the Program Rules and in any publications and advertisements in connection with **ASKY Club** is accurate, but neither **ASKY Club** nor an Affiliate accepts any liability with respect to any errors or omissions in any information, whether written or verbal.
11. Any part of these Program Rules which is unenforceable for any reason shall be considered capable of being cut out so as not to affect the remainder of these Program Rules in any way. Neither **ASKY Club** nor an Affiliate shall be required to provide any service or otherwise act in pursuance of these Program Rules if to do so would be contrary to law.

12. Members may be required to provide documentation at check-in that can establish the Member's identity and membership to **ASKY Club**. If a Member fails to comply with this requirement ASKY reserves the right to refuse carriage.

3. Liability

1. To the extent permitted by law, neither **ASKY Club** nor an affiliate will be liable to a member or any other person for any loss or damage, whether direct or indirect, resulting from termination or change of or to **ASKY Club** or any of the facilities, benefits or arrangements which are made available to a Member, including service partner withdrawal or the withdrawal of any benefits, facilities or arrangements.
2. **ASKY Club** reserves the right to disqualify a Member from further participation in the program, to cancel all previously accumulated Miles and to seek compensation for Awards utilized if, in **ASKY Club** sole judgment, that Member has engaged in willful misconduct or breached any of the rules governing the program, including, but not limited to the fraudulent acquisition of Miles or acquisition, sale or abuse of Miles or acquisition, sale or abuse of Award benefits.
3. All Members taking advantage of services offered to Members and that are operated by third party suppliers (each a "Supplier") will be entering into a legal relationship with the Supplier. To the extent permitted by law, **ASKY Club** excludes all liability to any Member or other person of whatsoever nature in respect of any negligence, willful misconduct, poor service or other breach of obligation arising out of the provision or failure to provide the services by or on behalf of a Supplier arising out of that legal relationship with a Supplier.

4. Privacy

1. Member information held by **ASKY Club** includes the information which a Member or a Service Partner provides to the program, such as: names, addresses, contact numbers, date of birth, and transaction details including Miles accrual and Award transactions relating to **ASKY Club**.
2. Member Information will be retained and used by **ASKY Club**, Affiliates and data processors to ensure the efficient running of the Program, including the crediting of Miles, the provision of Membership statements and the awarding of Membership Levels; may be disclosed as required by law, including disclosures to the police, immigration and customs authorities; may be used by **ASKY Club** to send you communications about promotions, services, products and facilities offered by ASKY; may be disclosed to a Service Partner to assist that Service Partner in the planning and development of **ASKY Club**; may be used by an Affiliate or a Service Partner to send you separate communications about services, products and facilities offered by that Affiliate or Service Partner (unless the Member indicates otherwise); and may be used to develop new services; may be used for Accounting and audit purposes (including fraud auditing); may be used for credit checking and credit scoring; may be used for marketing and market research purposes; will be transferred to countries that may not have data protection laws; and may otherwise be used in a manner which a Member may authorize from time to time.
3. The consent given by a Member will continue in effect unless and until the Member withdraws the consent by notice in writing to a service center. Withdrawal of consent may mean that certain

services may no longer be provided to the Member, and also entitles **ASKY Club** to terminate membership immediately.

4. A Member may obtain a copy of his or her Member information upon making a written request and upon paying **ASKY Club** reasonable costs (if any) of providing that Member information. The Member may request **ASKY Club** to correct or delete any item of the Member information which is not accurate, complete or up-to-date at no charge to the Member.
5. The Member warrants that any information provided by a Member about any Family Member is provided with the knowledge, consent and the authority of the Family Member.

5. Membership

1. Application for membership into the **ASKY Club** Program is open to any individual who is 18 years of age. Corporations, Organizations, partnerships and/or other entities cannot be enrolled as a Member.
2. An application form will only be accepted if it is fully completed. **ASKY Club** may accept or reject any application for membership in its absolute discretion. If an application for membership is rejected then any benefit that may have accrued to the applicant through the use of a temporary Membership Card will be null and void.
3. Subject to local laws and restrictions, membership is open to all individuals all over the world. An individual may use the **ASKY Club** Temporary Membership Card before enrollment. This Temporary Membership Card enables an individual to register in order to accrue **ASKY Club** Miles.
4. **ASKY Club** will issue a Member with a permanent membership number against which his or her Miles will be accrued. The Membership Card may state an expiry date and, if so, is only valid for use up to that expiry date. Each Temporary Membership Card and each Membership Card is strictly personal. In case of misuse of the Temporary Membership Card or Membership Card, or use not in accordance with these terms and conditions, the Temporary Membership Card and/or Membership Card may be destroyed and all accrued Miles may be cancelled. A Membership Card is not a credit card and is used for the purpose of identification only. A Membership Card is not transferable and at all times remains the property of the issuer.
5. A Member must return his or her Membership Card without delay to **ASKY Club** service center whenever requested by **ASKY Club** or any other party acting on its behalf. A Member must immediately report a lost Membership Card to **ASKY Club** service-center. Card replacement is allowed for all tier levels at a cost of 500 miles per member
6. Membership is automatically terminated on the death or bankruptcy of a Member. Miles accumulated prior to termination in these circumstances will be immediately cancelled. However, **ASKY Club** may, at its own discretion, reinstate Miles in favor of the heirs of the deceased Member upon the application of his or her personal representative.
7. Membership is not transferable. A Member is not permitted to hold more than one personal Account. An individual may use one Temporary Membership Card only. When accumulating Miles on two or more Temporary Cards the Miles accrue on the Temporary Membership Card first to be known by

ASKY and belonging to the individual will be the only valid Miles. All other Miles will be cancelled. All Miles and Awards earned under **ASKY Club** are accrued by or issued to the Member in his or her personal Member Account.

8. Name changes by a Member must be notified to **ASKY Club** in writing and accompanied by all such legal or other documentation as **ASKY Club** shall from time to time request to evidence that change. **ASKY Club** may require additional information for Account validation purposes in respect of any change to a Member's personal details.
9. All tax, duties and other liabilities arising from the accumulation of Miles or the receipt and use of Awards are and remain the sole responsibility of Members and must be paid prior to the issuance of an Award. **ASKY Club** gives no warranty or assurance in relation to such tax, duties or other liabilities.
10. **ASKY Club** may in its absolute discretion suspend, cancel or terminate a Membership or a Member's accumulated Miles at any time. Termination of membership may also occur if ASKY terminates the **ASKY Club** Program in its entirety. In the event of membership termination, all Miles accrued may be cancelled.
11. A Member may at any time cancel his or her membership by advising a **ASKY Club** service center in writing or returning his or her Membership Card to a **ASKY Club** Service center.
12. All Miles credited but not exchanged for Awards, as well as any unutilized Award, are cancelled upon a person ceasing to be a Member.
13. A Member can be terminated from Membership if he/she fails to comply with the Terms and Conditions, misrepresents information (including flight information) or abuses Awards and/or benefits offered.
14. A Member may in writing nominate a "Travel Co-coordinator" to have access to his or her Membership Account to:
 - a. Obtain information from that Membership Account;
 - b. Claim an Award; and
 - c. Amend any information held by **ASKY Club** concerning the membership, on behalf of that Member

An individual is not entitled to any Membership benefits or privileges as a Travel Coordinator.

Membership Tier

15. A Member may be granted a Silver, Gold or Black Membership depending on the number of qualifying flights flown and/or Status Miles accrued in each calendar year.
16. The number of Status Miles or qualifying flights required for each Membership tier and the benefits and privileges provided to a Member at each Membership tier may be changed at any time without notice.
17. **ASKY Club** may establish, upgrade or downgrade a Member's Membership tier at its sole discretion. Only Status Miles accumulated in each calendar year or the number of qualifying flight sector is considered in granting a particular Membership tier and is not carried forward to any other calendar year.

6. Miles

1. A Member may earn Miles by taking qualifying flights or using the qualifying services of Service Partners on or after his or her enrolment date. Transactions undertaken before this date are not eligible for Miles. Miles are awarded for a qualifying flight at the rate published by **ASKY Club** at the date of travel.
2. All scheduled ASKY routes qualify for Miles accrual if published in the Miles Chart. However, the Mile Chart and all flights are subject to changes and cancellations at any time with or without prior notice to Members. ASKY will determine the Miles to be earned for new routes or fare types, as they become available. ASKY may debit Member for any Miles credited incorrectly and will inform Member accordingly.
3. To earn Miles, a Member must either produce a Membership Card or quote the Membership number at the time of reservation or check-in for qualifying flights and at the time of paying for other qualifying goods or services.
4. A Member may make a retroactive Mile claim to **ASKY Club** service center for transaction made after enrolled as Member and within one year of the date on which the transaction took place. A Member must provide original tickets, boarding passes, transaction documents, receipts and any other documents requested by **ASKY Club** when making a retroactive claim. A Member should retain photocopies of these documents for verification purposes.
5. Miles may only be earned for one frequent flyer program for each flight or transaction unless otherwise stated by a Service Partner. Miles can only be accumulated once per flight per Member, regardless of the number of seats purchased. Miles may take eight weeks or more to be credited to a Member from the date of the transaction. Miles earned by a Member may only be used or redeemed by that Member in accordance with these Program Rules once they have been credited to the relevant Account.
6. Activity statements will be mailed to a Member on a regular basis while **ASKY Club** considers him or her to be an active Member and will include information concerning Miles accrued & redeemed.

7. Miles are awarded only for goods and services actually supplied. In particular, no Miles will be earned in connection with goods or services which have been ordered but cancelled prior to utilization by a Member, or in circumstances in which the Member fails to meet any obligation on his or her part in connection with the order. Miles can only be accrued when a Member has actually completed a flight. Miles will not be given for tickets purchased but not utilized.
8. Miles are not transferable and cannot be combined with the Miles of any other Account. Miles are neither negotiable nor redeemable for cash. Credit is not given for any activity undertaken before Membership is granted unless otherwise specified by **ASKY Club**.
9. **ASKY Club** Member Miles are valid for four years from the first year on which the Member undertakes the relevant flight or enters into the applicable transaction with a Service Partner. Unused Miles will be cancelled at the expiry of that period. Unused, expired Miles will be removed on 31st December of every year and cannot be re-credited. It is the Member's responsibility to be aware of both the Miles in their Account, and when they will expire.
10. Miles for flights are based on the non-stop great circle distance between airports (as determined by **ASKY Club**) for which the Member is ticketed and has traveled. A Member who is upgraded to a different class of travel will receive Miles for the class of travel for which he or she has booked and paid.
11. Individuals traveling on employee, industry reduced rates and agent discounted tickets, non-revenue tickets, military or government tickets, free or Award tickets, Award tickets issued by other frequency or loyalty program of which **ASKY Club** or an Affiliate is a participant, non-scheduled or charter flights, highly discounted ticket or any other ticket not indicating a published fare do not qualify to earn or accrue Miles. ASKY may decide to exclude other fare types.
12. No Miles can be earned on Awards offered by ASKY. In the event of an upgrade courtesy of ASKY, a Member will earn Miles for the class in which Member was originally booked and for which Member has paid, not for the upgraded class.
13. A Member will be credited mileage for cancelled flights when re-accommodated on a non-Service Partner airline provided that the Member already had a ticket for the cancelled flight and the flight is cancelled on the day of departure. However, such crediting will not occur if the cancellation is due to circumstances beyond the control of the relevant airline, including but not limited to weather, earthquake, fire, labor stoppages or strikes, civil unrest or closed airports.

Service Partners

14. Service Partners, and the terms and conditions under which Miles are earned through a Service Partner, may vary from time to time. The terms and conditions concerning the accrual of Miles may also vary between Service Partners. It is the responsibility of the Member to verify eligibility to earn Miles at the time of booking.

Some of the essential points are:

- To earn miles with service partners, members must provide their membership number or present their membership cards at time of booking, check-in, check-out, etc...
- It takes a minimum of 60 (sixty) calendar days (after the last date the partner's service is used by members) for miles earned from service partners, other than airlines, to be credited to members account.
- If miles are not credited within the minimum time indicated under item '16' above, members shall direct their request to the service partner.
- In the case of service partners other than airlines, retroactive mile claims can only be made within six (6) months from the last date the partner's service is used by members.

7. Awards

1. All Awards must be booked directly with ASKY Offices. Miles may be redeemed for Awards only by that Member. Member may order an Award for (1) Member's own benefit or (2) for Member's pre-nominated beneficiaries (Spouse, parents and child under 18 years of age).
2. Awards are neither transferable, negotiable, nor refundable and neither Miles nor Awards have any cash value and neither is convertible to cash. Awards that, in the sole discretion of **ASKY Club**, have been bought, sold or bartered by or to a Member may be cancelled or confiscated without prior notice. If the Award has been utilized either partially or fully, the Member will be liable for payment of travel on a full fare basis. All rights, including the right to bring legal action or to cancel a membership, are also reserved.
3. Members may redeem Miles for Awards at any time while the Miles are valid, subject to availability and applicable conditions as set out in these Program Rules or in terms and conditions imposed by Service Partners.
4. To claim an Award, a Member must have accumulated the required amount of Miles in his or her applicable Account.
5. All Awards are subject to availability and suppliers' restrictions. **ASKY Club** or Service Partners may from time to time impose a period in which no Awards will be available. Awards may not be available on all flights at all times. **ASKY Club** may withdraw, replace or substitute Awards at any time without notice.
6. **ASKY Club** may at any time without notice alter the number of Miles required to obtain a particular Award, withdraw an Award supplied or impose additional restrictions on an Award or conditions of obtaining it.
7. To the extent permitted by law, **ASKY Club** accepts no liability whatsoever in respect of Awards supplied by service partners in connection with a Service Partner's refusal to supply an Award to the member. The rights, if any, which a Member may have in connection with an Award, are solely against the Service Partner supplying that Award. Subject to this clause, all Awards supplied to a Member will be subject exclusively to the terms and conditions of Service Partners supplying the Award.

8. To the extent permitted by law, **ASKY Club** accepts no liability in respect of death or injury, or consequential loss or damages arising from, or in connection with, the supply of an Award (other than the use of an Award ticket) or for the loss, theft or destruction of an Award. An Award ticket which has been lost, stolen or destroyed may be replaced or reissued if the Member promptly reports the incident to the nearest ASKY office and signs an appropriate indemnity form at an ASKY office and can establish that the Award ticket was not used prior to its loss, theft or destruction. In respect of an Award ticket, neither ASKY, an Affiliate or a Service Partner (as the case may be) accepts any liability other than as set out in the General Conditions of Carriage and travel documents of the relevant airline and the Warsaw Convention 1929 (as may be amended and applicable to the relevant airline).
9. As may not be excluded by law, no warranty (whether express or implied) whatsoever is given in respect of Awards provided under **ASKY Club**. In particular, no warranty is given with respect to the quality of Awards or their suitability for any purpose.
10. To the extent permitted by law and subject to these program rules, the liability of **ASKY Club**, an affiliate or a Service Partner in respect of flights, goods or services which are the subject of an Award is limited to any one or more of the following:
 - a. Replacement of the goods or supply of equivalent goods;
 - b. The repair of the goods;
 - c. The repayment of the costs in replacing the goods or of acquiring equivalent goods and in the case of services or flights, having the service or flight supplied again, at the option of **ASKY Club**, the affiliate or the Service Partner nominated to supply the flight, goods or services as the case may be.
11. Award tickets are valid for twelve months from the date of issue, unless otherwise stated and cannot be extended. Expired Award Tickets, Upgrades will not be refunded, replaced or extended. Some special or promotional tickets may have a validity of less than twelve months.
12. Miles may be re-credited to a Member if an Award ticket is completely unused and valid. Any Miles, which has expired, will not be re-credited. Such re-crediting will be subject to payment of 500 miles (for all tier levels) as service charge. Once travel has commenced on an Award ticket, the Award is considered to have been used.
13. Award tickets are valid travel documents and are issued on the basis that all conditions specified on issue of the ticket apply. Without limiting this requirement, the Member must ensure that he or she has the correct visa, travel documents and inoculations (including those for infants).
14. Award Ticket and Upgrades can only be booked on scheduled ASKY flights. Award travel may not be possible on certain joint services or code share services. It is the responsibility of the Member to verify the availability of Award travel in these instances with the airline with which the flight is booked. The use of an Award ticket may not entitle the Member to certain benefits which are associated with a full fare ticket. If the Member has any queries in this respect he or she should contact ASKY Offices.

15. An Award ticket cannot be endorsed to a carrier other than that named on the ticket. Once ticketed only date changes are allowed after paying the applicable service charge.
16. Date changes on an Award Ticket and Upgrade are allowed for a Service Charge of US \$50 However Silver Tier Member are allowed one time rebooking after the first issuance, Gold and Black Tier Members are allowed two times rebooking after the first issuance and before flight commencement.
17. Travel Awards should be ordered at least 3 weeks, and at most 6 months, before the date of travel. An ordering period of 8 weeks is strongly advised since all travel Awards are subject to availability.
18. Requests for Awards to be delivered by normal mail are at the Member's own risk. **ASKY Club** will not be responsible for Awards that are lost or damaged in the post or that are subject to postal delays. At least two to three weeks should be allowed by the Member for delivery of Awards. Alternatively, Award tickets may be picked up from any ASKY Airport or Ticket offices.
19. The Award redemption level for infants (up to two years of age) is 10% of the adult Award ticket redemption level. Redemption for infants is allowed only on ASKY flights. An infant must be accompanied by an adult in order to qualify for the relevant redemption. Reasonable documentary evidence of the infant's age may be requested.
20. To the extent permitted by Law, in the event of a cancellation of a flight, a Member traveling on an Award ticket will be transferred to the next flight on the same carrier where there are seats available based on the booking class specified on the ticket.
21. When requesting an Award, a Member may be requested to complete an Award Authorization Form and supply a copy of his or her passport.
22. It is possible to request a one class upgrade on ASKY revenue flights (not Award tickets) provided that Member has a regular, paid and confirmed revenue ticket in Economy class that has been issued prior to the upgrade being requested and such requests are made at least 72 hours in advance of travel, space is available and the Member has sufficient Miles in his Account to be redeemed for this Award privilege. In the event that a Member upgrades a revenue ticket pursuant to this clause, the fare and ticketing rules applicable to the revenue ticket will still apply irrespective of the class of travel. Member can redeem Miles for only one Award upgrade per flight.
23. In respect of Award tickets, a Member may be allowed one stopover (except for some partner airlines and awards with no stopover restrictions) plus a point of turnaround, i.e. their final destination. However, stopovers on upgrade Award, tickets will only be allowed if stopovers are permitted in the rules associated with the particular ticket fare.