#### Air France Gift Card Terms

### 1. Gift Cards; Purchases; Balance; Redemption.

Air France Gift Cards are issued by Sharegroop, on behalf of Air France. Gift Cards may be purchased at <u>https://airfrance-giftcard-us.sharegroop.com</u> according to the conditions outlined in the General Conditions of Sale, excluding the Air France mobile site. Gift Cards can be purchased for a minimum value of \$50 and a maximum value of \$5,000. The first 400 Gift Cards sold for 150 (one hundred and fifty) USD or more, Air France is offering an additional 30 (thirty) USD per person, limited to 1 per person (same first name, last name, and e-mail address). Purchases are deducted from your Gift Card balance. Any unused Gift Card balance will remain associated with the Gift Card. If a purchase exceeds your Gift Card balance, the remaining amount must be paid with another payment method.

Gift Card may be used at all Air France points of sale (airfrance.com website, Air France ticket office) and in all travel agencies, subject to these points of sale accepting the Card. Gift Card may be used to purchase any ticket with the flight number Air France, KLM, Joon and HOP! (including taxes and issuing fees). Gift Card may also be used to purchase Paid Options, such as a Baggage Option, Seat Option, Upgrade and Meal Options, on the airfrance.com website, by telephone or in a travel agency, subject to these points of sale accepting the Card.

Gift Card is not a credit card. It is not possible to add credit to the Gift Card and it does not offer a guarantee. Up to two Gift Cards may be used by one person, and three per booking.

#### 2. Limitations.

Your Gift Card cannot be used to purchase other Gift Cards. Gift Cards cannot be reloaded; resold; used for payment outside of airfrance.com; used for unauthorized advertising, marketing, sweepstakes or other promotional purposes; redeemed for more than face value; transferred for value; redeemed for cash; or returned for a cash refund (except to the extent required by law). No portion of your Gift Card may be transferred. Gift Cards will not be accepted if the card number is invalid, has not been activated, or cannot be found within the Air France system.

#### 3. Risk of Loss.

The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient, or our delivery to the carrier, whichever is applicable. Gift Cards must be obtained from Air France or an authorized third party, and you are responsible for safeguarding your Gift Card from unauthorized use. Air France is not responsible if any Gift Card is lost, stolen, or destroyed, or if your Gift Card is used without your permission. There are a variety of Gift Card scams that request payment by Gift Card. Air France is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Gift Card.

# 4. Use of Gift Card in Violation of these Terms and Conditions

By using a Gift Card you agree to comply with these terms and conditions, and not to use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to Air France, its affiliates, or its customers. Air France reserves the right, without notice to you, to void Gift Cards without a refund, suspend or terminate customer accounts, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if Air France suspects that a Gift Card is obtained, used, or applied fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

#### 5. Limitation of Liability.

TO THE FULL EXTENT PERMISSIBLE BY LAW, AIR FRANCE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT YOUR GIFT CARD, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD.

### 6. Refunds.

Gift Cards are non-refundable and may not be exchanged, transferred or sold on. Gift Card may not be exchanged for money. If a refund is made for all or part of the price of a ticket or any other service purchased using a Gift Card, the customer will receive a non-refundable electronic voucher, corresponding to the initial amount paid using this method of payment. If necessary, charges related to the fare conditions of the ticket will also be applied.

## 7. General Terms.

The <u>Air France General Conditions of Sale</u> apply. No service or inactivity fees apply to Gift Cards. Air France reserves the right to change these terms and conditions without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions. Air France is not responsible for honoring invalid gift cards or values.

## 8. Expiration of Gift Cards.

Gift Cards do not expire.

# 9. Disputes.

Any dispute or claim relating in any way to your Gift Card will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The U.S. Federal Arbitration Act and U.S. federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these terms and conditions as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Air France will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Air France will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location.

Air France is and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. Air France and you

also agree that you or Air France may bring suit in court to enjoin infringement or other misuse of intellectual property rights.