



TERMS AND CONDITIONS

1. Introduction

- 1.1 These Terms and Conditions form the basis of the Air Namibia Reward\$ Programme. They are intended to protect both Members and Air Namibia. It is the Member's responsibility to read, understand and adhere to them.
- 1.2 These General Terms and Conditions of the Air Namibia Reward\$ Programme replace any previous Terms and Conditions and shall prevail notwithstanding any publicity material published by Air Namibia or Air Namibia Frequent Flyer Programme (Reward\$).
- 1.3 These Terms and Conditions are effective as at the date of publication (April 2016) and may be amended from time to time. Members should refer to www.airnamibia.com for future amendments.
- 1.4 The Terms and Conditions applicable to redemption will be those enforced at the time the Miles are redeemed for the Award.

2. Definitions

In these Terms and Conditions unless the context otherwise requires:

- 2.1 Reward\$ means the Frequent Flyer Programme of Air Namibia
- 2.2 Active Member at a point in time, means a Member who has earned or spent Miles on their Membership account within the previous consecutive 12-month period and shows 'Active'
- 2.3 Status Reward\$ means any Air Namibia product or service which has been nominated by Air Namibia Reward\$ as eligible to be obtained by a Member spending Miles through Reward\$, a Reward\$ Flight, a Flight Upgrade; or Excess Payment
- 2.4 Reward\$ Flight means a flight on Air Namibia, which may be obtained by spending Miles through Reward\$ subject to these Terms and Conditions;
- 2.5 Tier Miles means the number of Miles earned for any activity by a Member, excluding any Bonus Miles;
- 2.6 Benefits mean any of the facilities, discounts, services or arrangements offered or available to a Member from time to time as a result of membership in Reward\$ including earning and spending Miles;
- 2.7 Bonus Miles means Miles earned from Air Namibia and promotional offers and contribute towards Mileage accumulation and not towards your Tier Status. The following are categorized as Bonus Miles:
 - 2.7.1 Enrolment Bonus Miles
 - 2.7.2 Class Of Service (Business class) Bonus Miles
 - 2.7.3 Appreciation Bonus Miles
 - 2.7.4 Tier Activity Bonus Miles
 - 2.7.5 Threshold Bonus Miles
- 2.8 Class of Service Bonus means additional Miles Awarded for travel in a particular class of travel on an eligible flight;
- 2.9 Expiry of Miles means Miles expiring; Reward\$ Miles are valid for five years after the year in which they are earned;

- 2.10 Flight Sector means a single non-stop journey from origin to destination;
- 2.11 Flight Upgrade means the spending of Miles for travel in a cabin, one class higher than the class for the fare paid;
- 2.12 Member means an individual who is enrolled and accepted in the Reward\$ Programme;
- 2.13 Membership Card means the Reward\$ card that Air Namibia may issue to the Member;
- 2.14 Miles means the currency used in the Reward\$ Programme pursuant to these Terms and Conditions;
- 2.15 Tier Activity Bonus means additional Miles awarded to Members achieving a particular status level for travel on certain eligible flights;
- 2.16 Tier Miles are Miles which are awarded to Members and which entitle Members to attain a higher Programme status level or retain a current status level. By accumulating Tier Miles, members will be able to move from one tier to another; hence tier miles are what determine the members' tier (card status). These miles expire in 2 years, and the member begins after 2 years with the status level (tier) from last year but with zero tier miles. If in the new tier term, the member does not maintain his/her tier miles he/she will be downgraded to the tier achieved previously.
- 2.17 Award Miles: by accumulating award miles members are entitled to spend these miles on redeeming award tickets, and spending at partner companies. These miles do expire after 5 years
- 2.18 Air Namibia Call Centre means the centre established by Air Namibia where membership information is processed and the Reward\$ Programme is administered.

3. Eligibility of Membership

- 3.1 If younger than 18 years old, by accepting the terms and conditions the passenger is stating that they have consent from the legal guardian or parent to become a member.
- 3.2 Membership of Reward\$ is available to individuals in their personal capacity and companies
- 3.3 Air Namibia has the sole discretion whether to accept or reject any application for membership.
- 3.4 Membership will be established in the individual's personal capacity and name as it appears on the member's valid passport and/or official national identification document. Only such Member may earn Miles on this membership number.
- 3.5 Any change to Membership details via Air Namibia Call Centre may only be effected in writing or electronically with proof of valid identification.
- 3.6 Only one Reward\$ membership enrolment per person can be accepted.
- 3.7 In the case of a new enrolment, Sectors flown on Air Namibia during the immediate preceding 90 days prior to such enrolment may be submitted to Reward\$ for crediting to such a Member on submission of the required documentation.
- 3.8 When utilizing any of the services and benefits offered by Reward\$, your valid card must be available for verification. If your card is not presented, services and benefits may be denied

4. Earning Miles

- 4.1 Reward\$ membership number
 - 4.1.1 Members must always quote their Reward\$ membership number when using the services to making reservations with Air Namibia.
 - 4.1.2 Reward\$ membership numbers, along with the member's first name(s) and surname should also be confirmed when collecting airline tickets and upon check-in at the airport and utilizing the service of Air Namibia.

- 4.1.3 Incorrect Reward\$ numbers provided when making reservations or during utilization of the services of any of Air Namibia cannot be changed at the check-in counters or partner reception desks.
- 4.2 Air Namibia and the Reward\$ Programme
- 4.2.1 Miles are earned when using the services of Air Namibia. The rate of earning shall be in accordance with the earning schedule as applicable at any given time.
- 4.2.2 The earning schedule is subject to change without notice.
- 4.2.3 Members may earn Miles on any eligible fare per flown sector, i.e. any flight for which a separate ticket coupon is issued. For example, a Windhoek to Cape Town return ticket consists of two coupons: one from Windhoek to Cape Town, and the second for the return portion. Miles can be accumulated only once per flight, regardless of the number of seats purchased, and the Member must actually fly as a passenger to receive credit.
- 4.2.4 **No miles shall be earned for industry travel, AD/ID tickets, and tour operator tickets, tickets based on unpublished fares, charter tickets, Reward\$ redemption tickets, compensation tickets, sponsorship tickets, and pets and blocked off aircraft seats.**
- 4.2.5 **Travel on an Upgrade Reward\$ or compensation upgrade voucher shall only earn Miles according to the actual fare purchased.**
- 4.2.6 **Air Namibia reserves the right to debit the account of any Member who has acquired Miles unduly.**
- 4.2.7 **A member cannot earn miles from another passenger's ticket irrespective of the payment source except if it is a Family Pool or Corporate Account.**

5. Tier Status and Benefits

- 5.1 Only Tier Miles earned on Reward\$ and Sector Tiering on Air Namibia shall determine a member's Tier for Silver, Gold and Platinum status.
- 5.2 All Tier benefits are only available if travelling on Air Namibia, unless otherwise specified by Air Namibia. These benefits are only applicable to the registered member/corporate.
- 5.3 Only the Platinum members will be exempted from paying rebooking fees on Award bookings. Silver and Gold members will be charged rebooking and cancellation fees. Regular ticket fare cancellation rules apply.

6. Cancelled Air Namibia flights and involuntary transfers

- 6.1 Should a Member be transferred to another Air Namibia flight, which is different from the issued ticket, only the corresponding Mileage of the new flight will be accrued to the member's account.
- 6.2 Should Air Namibia cancel a flight and passengers re-protected on another airline, the miles for the original ticket cannot be claimed on Air Namibia.

7. Claiming Missing Miles

- 7.1 Air Namibia Reward\$ Members will be able to login to their Reward\$ Member Portal where they can click on "Claim Missing Miles" in which he/she is required to enter:
- Flight Date
 - [Departure - Arrival] or [PNR] or [Ticket Number]
- Once this information is retrieved from the member, it is checked online internally for validation. In case the claim is valid, member is credited immediately automatically and notified of their successful claim.

- 7.2 If it is done through contacting Air Namibia Office, legible original copies of airline tickets, e-ticket confirmation and original boarding passes as well as all partner invoices should be retained until the Miles are reflected on the member's Reward\$ Mileage Summary.
- 7.3 Miles should reflect on member's Mileage Summary within 15 days of using the services of Air Namibia, and within 45 days of any partner activity.
- 7.4 If Miles for an activity are not reflected, members must submit the relevant documents mentioned above, not later than 30 days prior to expiry of the required time frame, to the nearest Air Namibia Call Centre/Office to be updated accordingly. Altered documents are not acceptable.
- 7.5 Retro Claims for flights can only be done 12 months back.
- 7.6 For travel with electronic ticketing, payment receipts are accepted together with original boarding passes.

8. Expiry of Miles

- 8.1 All Reward\$ Miles earned are valid for 5 years after the year in which such Miles were earned.
- 8.2 Members will be informed of miles expiry in advance through monthly newsletters/statements. Once miles expire, they cannot be re-instated.

9. Conditions of Travel

- 9.1 Travel on Air Namibia will be subject to the appropriate carrier's filed tariffs and standard conditions of carriage.

10. Spending Miles

10.1 General

- 10.1.1 Award tickets are valid for 12 months from the date of issue. Reward\$ ticket must be issued before the miles expires.
- 10.1.2 Reward\$ Miles may be exchanged for a confirmed flight, class upgrade and a special event or activity.
- 10.1.3 Air Namibia is the sole authority with respect to the redemption and/or issuance of Reward\$ Miles.
- 10.1.4 Reward\$ Miles and Reward\$ tickets are not redeemable for cash or any other consideration.
- 10.1.5 Miles may not be sold, or bartered. If determined that any Miles or airline tickets have been obtained in this manner, they will be deemed void and confiscated and all members concerned may be disqualified from further participation in the Programme.
- 10.1.6 The Member can make use of the Mileage Purchase Option if they are short of Miles during online booking. The Member may purchase up to 50% of Miles needed, at the cost of N\$350 for 1000 Miles. Payment can be made by credit card or cash. Other options are available on our website
- 10.1.7 A Member may request Reward\$ for their personal use or anyone else they designate. However, the Member bears the sole responsibility for the use of the Miles. It can also be done online on Member Portal
- 10.1.8 Reward\$ tickets are not transferable.
- 10.1.9 Air Namibia reserves the right to request proof of identification of any person making use of any services or benefits of the Reward\$ Programme and may refuse services in the absence of such identification.
- 10.1.10 It is the responsibility of each Member to keep track of any and all redemptions made against their account.

- 10.1.11 No Mileage disputes will be considered unless notified in writing within 90 days of the date the Reward\$ was issued. A signed, written request, along with a copy of the member's ID or passport must be sent to Reward\$ Programme Coordinator, PO Box 731 Windhoek, Namibia.
- 10.2 Reward\$ Availability
 - 10.2.1 All Reward\$ are subject to capacity control and/or blackout periods as applicable from time to time, subject to change without prior notice.
- 10.3 Requesting Reward\$
 - 10.3.1 Reward\$ tickets may be redeemed telephonically by calling the Air Namibia Call Centre or online.
 - 10.3.2 For office calls, Reward\$ are processed during the respective office hours. For further convenience please refer to www.airnamibia.com. For online Award Ticket purchases (redemptions), member can do it online anytime.
 - 10.3.3 Airport taxes on Reward\$ tickets must be paid at any Air Namibia office or Air Namibia representative.
 - 10.3.4 Reward\$ should be requested 5 days before the travel date.
 - 10.3.5 Air Namibia is not liable for any delays of travel date(s) or delays in processing Reward\$ as a result of insufficient documents, processing time or delivery time allowed.
 - 10.3.6 If a Member is legally incompetent, their legal guardian must sign for the Reward\$ request. In some circumstances further documentation may be required.
 - 10.3.7 The Member must have sufficient Reward\$ Miles for the Reward\$ required. The relevant number of Miles will be withdrawn from the member's account in accordance with the Reward\$ selected as described in the most recently published Reward\$ Chart.
 - 10.3.8 Reward\$ miles are automated. Once the Miles are withdrawn from the member's Reward\$ account, the relevant details are inserted into the reservation system's reference.
- 10.4 Issuing Reward\$ tickets
 - 10.4.1 Members are responsible for and must settle all relevant airport taxes and any additional relevant fees that are due for payment when collecting their airline ticket.
 - 10.4.2 Reward\$ tickets are confirmed bookings and must be issued according to ticket time limit rules and regulations.
- 10.5 Flight routings applicable for Reward\$
- 10.6 Air Namibia Reward\$ Travel Conditions
 - 10.6.1 Only one Air Namibia Reward\$ may be used per passenger, per flight. Reward\$ cannot be combined.
 - 10.6.2 Reward\$ may not be used with any other discount or promotion.
 - 10.6.3 Reward\$ must be on flights operated by the airline specified in the published Reward\$ charts.
 - 10.6.4 In the event of flight cancellations:
 - 10.6.4.1 The passenger will be transferred to the next available Air Namibia flight.
 - 10.6.4.2 The passenger will travel in the class of service actually purchased (passenger's original airline ticket purchased), and not the upgraded class, when travelling with a Reward\$ Upgrade
 - 10.6.5 Reward\$ travel is subject to all governmental and regulatory approvals.
- 10.7 Upgrade Reward\$
 - 10.7.1 These may be used in conjunction with individual specified fare.
 - 10.7.2 Members must adhere to all restrictions of the original fare (ticket) purchased.
 - 10.7.3 Reward\$ upgrades may only be to the next higher class.

- 10.7.4 Members must purchase confirmed tickets in the lower class of travel, then request the relevant Upgrade Reward\$. Once the applicable Miles have been withdrawn from the member's Reward\$ account, the change to the reservation will be made and the Member can then arrange to have the airline ticket re-issued accordingly. Members can do this function online once logged into Reward\$ Member Portal.
- 10.7.5 All Reward\$ upgrades are subject to seat availability of the applicable class of seat.
- 10.8 Change of Reward\$, unused Reward\$ and Redeposit
 - 10.8.1 Once Reward\$ tickets have been issued, they are not transferable.
 - 10.8.2 Payment may be made by credit card, cash, debit card, electronic, bank transfer and invoice when dealing with Air Namibia Call Centre/Ticketing Office. Details of the credit card number, issuing bank, and card expiry date are required. A credit card authorization form must be completed (obtainable from Air Namibia) to validate any credit card payment.
 - 10.8.3 If expired Miles are included in Reward\$ to be reversed, these Miles will not be redeposited, and therefore are considered void.
 - 10.8.4 Reward\$ tickets cannot be changed or endorsed by another carrier.

11. Modification and suspension rights

- 11.1 Reward\$ reserve the right to modify or suspend the Reward\$ Programme, or any aspect thereof, without notice; and/or cancel the Programme in its entirety with six months' notice to active members.
- 11.2 Reward\$ reserve the right to cease mailing of the Reward\$ Programme updates and related materials to any Member who has not accumulated Mileage for a twelve-month period.
- 11.3 No Reward\$ information shall be forwarded to inactive members.
- 11.4 Cities served and flight schedules may be changed or cancelled at any time at the discretion of Air Namibia and Reward\$, with or without notice.
- 11.5 Air Namibia and the Reward\$ Programme reserve the right to exclude certain fares, rates, services and/or programmes from earning Miles.
- 11.6 Reward\$ participation is subject to all laws, government or other regulatory rules, policies, procedures and requirements as applicable from time to time.

12. Disqualification and suspension of members

- 12.1 Air Namibia reserves the right in its sole and absolute discretion to suspend or terminate any Reward\$ account and/or to disqualify anyone from participating or further participating in the Reward\$ Programme at any time.
 - 12.2 Members shall adhere to and strictly comply with all terms, conditions, rules and regulations applicable to the Reward\$ Programme and Air Namibia, terms and conditions of carriage for passengers and baggage and shall be courteous and respectful in dealing with any staff, agents or employees of Air Namibia. Any breach, abuse or misuse of any of the aforementioned and/or any Reward\$ benefits shall:
 - 12.2.1 Entitle Air Namibia to forthwith suspend and/or disqualify such Members from participation or further participation in the Reward\$ Programme and to cancel all previously accumulated Miles;
 - 12.2.2 be without prejudice to any other rights or remedies as may be available to Air Namibia, whether at law, or otherwise; and
 - 12.2.3 render the Member liable for all legal costs and expenses as may be incurred by Air Namibia pursuant thereto.
- This right includes the fraudulent acquisition of Miles or Reward\$.

- 12.3 If Air Namibia determines that a flight ticket has been acquired by means of the Reward\$ Programme for which a passenger or Member does not qualify or has inter alia been bought, sold, bartered, pooled or stolen, the Miles and or ticket will be cancelled, confiscated and not honoured. The traveller will be liable for payment of a full-fare return journey. Individuals selling or bartering Reward\$ Miles may be liable for damages and litigation costs and their participation in the Reward\$ Programme may be terminated.
- 12.4 Air Namibia reserves the right to audit and suspend any Reward\$ account until such audit is completed.

13. Deceased Reward\$ Members

- 13.1 Reward\$ must be informed of the member's death and a valid death certificate must be submitted to the nearest Air Namibia Call Centre.
- 13.2 Accumulated Miles from the deceased member's account cannot be split among family members unless specified in the member's last will and testament, nor be combined with any other Reward\$ membership number.
- 13.3 The beneficiary cannot transfer the Awards mentioned above to a third party.
- 13.4 If the beneficiary dies, the account reverts to Air Namibia.
- 13.5 No Miles will be credited to the Reward\$ Member's account after the date of death as stated on the death certificate or medical report.

14. Postal and courier responsibility

- 14.1 Air Namibia cannot be held responsible for postal delays or for items lost or damaged in the post.

15. Exclusion of liability

- 15.1 Air Namibia will not assume responsibility to the Member (or any person nominated by them for a Reward\$) for any indirect, consequential or special damages, howsoever caused, whether arising from any act or omission of Air Namibia, or any third party for whom Air Namibia is vicariously responsible (contractually or otherwise).

16. Limitation of liability

- 16.1 Any claim the Member or the holder of any Reward\$ issued may have against Air Namibia:
- 16.1.1 May only be brought in the Magistrate Court of Namibia, the jurisdiction of which the Member consents; and
- 16.1.2 Shall be the lesser of the actual loss suffered or N\$500, which may be discharged by Air Namibia in its discretion, by the Reward\$ of accrual miles equivalent to the amount Rewarded.

17. No representations

- 17.1 Members may not rely on any representation or term express, understood or implied, which allegedly induced them to become a Member of the Reward\$ Programme, unless such representation is recorded herein or in writing and signed by a duly authorized representative on behalf of Air Namibia.

18. Variation, cancellation and waiver

18.1 Air Namibia shall be entitled to amend or revise the Reward\$ Programme terms and conditions at any time.

18.2 No contract varying, adding to, deleting from or cancelling of this agreement (and no waiver of any right under this agreement) may be claimed by the Member unless such is in writing and is signed by or on behalf of Air Namibia by a duly authorized representative.

19. Cession

19.1 Members may not cede their rights nor delegate their obligations at any time, except as expressly set out herein.

20. Applicable law

20.1 This agreement shall be interpreted and implemented in accordance with the law of the Republic of Namibia.

21. Conflicts and ambiguities

21.1 If there is any conflict between these terms and any other terms, rules or regulations of the Reward\$ Programme, or any Reward\$ thereunder, or if there is any ambiguity, inconsistency or omission, it shall be referred to the Coordinator of Reward\$. His/Her decision on this matter shall be final and binding on the member.

22. Electronic communications and transactions

22.1 Privacy policy

22.1.1 Reward\$ endeavours to protect a user's privacy.

22.1.2 No personal information will be disclosed to third parties without the user's permission or due process, however, Reward\$ may share personal information with business partners.

22.1.3 Reward\$ gathers, and will be, in possession of the following private and personal information of users and passengers:

22.1.3.1 Information provided by the user voluntarily - this information is used to provide a better service to users; and

22.1.3.2 Information automatically provided (e.g. cookies) – this information is gathered to better your browsing and interaction with Reward\$. Cookies cannot harm your computer or carry viruses.

22.2 By using www.airnamibia.com the user consents to the following:

22.2.1 Reward\$ may use your personal information to communicate with the user from time to time;

22.2.2 Users may indicate if they do not wish to receive such communications;

22.2.3 www.airnamibia.com may use user's information for non-personal statistical purposes;

22.2.4 www.airnamibia.com retains the copyright in databases of personal information of users; and

22.2.5 Reward\$ may share user's information with business partners for commercial reasons.

22.3 Security of information

22.3.1 All reasonable steps will be taken to secure user information.

22.3.2 Users undertake not to divulge their user name and passwords or personal identification number to any other person. Should members divulge such information, Air Namibia accepts no responsibility for losses.

22.3.3 It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorized access to any page on www.airnamibia.com to deliver or attempt to deliver any unauthorized damaging or malicious code to the website. Any person who delivers or attempts to deliver any unauthorized, damaging or malicious code to the website or attempts to gain unauthorized access to any page on the website shall be held criminally liable, and in the event that Reward\$ should suffer any damage or loss, civil damages will be claimed.

22.4 Disclaimer

22.4.1 www.airnamibia.com shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the website or the services or content provided from and through the website. Furthermore, www.airnamibia.com makes no representations or warranties, implied or otherwise, that, among others, the content and technology available from the website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

22.4.2 The website is supplied on an 'as is' basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy him/her prior to entering into this agreement with www.airnamibia.com that the service available from and through the website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

22.4.3 Information, ideas and opinions expressed on www.airnamibia.com should not be regarded as professional advice or the official opinion www.airnamibia.com and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the site.

22.4.4 All items purchased from www.airnamibia.com are made pursuant to agreements with shipping and delivery agents and risk of loss pass from www.airnamibia.com to such agents upon delivery of any item to such agents or its partners.

22.4.5 Neither www.airnamibia.com nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on the website.

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