# APPENDIX I – PROGRAMME TERMS AND CONDITIONS

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1. GENERAL

**1.1** Air Botswana Frequent Flyer is a loyalty programme offered by Air Botswana, a company incorporated under the laws of Botswana under Air Botswana Act, 1988 whose registered office is: Air Botswana Head office, Sir Seretse Khama Airport, Gaborone, Botswana.

**1.2** Please read these terms and conditions carefully since they apply each time you earn or spend points in the programme. Please also note that additional restrictions and requirements may apply to a particular reward or methods of earning points as set out on our website. Members arranging travel through Air Botswana Frequent Flyer are deemed to accept and to be bound by Air Botswana's Conditions of Carriage.

**1.3** These terms and conditions set out the relationship between Air Botswana Frequent Flyer and individuals participating in the Programme ('members') and the way in which members may earn credits ('points') and spend them for redemptions ('redemptions') under the Programme.

**1.4** In these terms and conditions 'we' means Air Botswana, 'you' refers to members of the programme.

**1.5** Please be aware that these terms and conditions include limitations on the liability of Air Botswana and its obligations relating to the Programme, and certain exclusions of Air Botswana's responsibility.

**1.6** These terms and conditions may be varied only by Air Botswana and amendments to these Terms & Conditions may be made on our website from time to time without prior notice. Please ensure that you refer to the most up-to-date edition of the terms and conditions when seeking to earn points or make redemptions.

**1.7** All Air Botswana Frequent Flyer membership cards remain the property of Air Botswana at all times and we reserve the right to have Teemane membership cards returned to us on demand. Circumstances which will trigger an obligation to return an Air Botswana Frequent Flyer membership card include but are not limited to the following: breach of the Air Botswana Frequent Flyer’s Terms & Conditions and termination of membership by the member.

2. AIR BOTSWANA FREQUENT FLYER MEMBERSHIP

**2.1** You must be at least twelve years of age to join Air Botswana Frequent Flyer. You may not transfer or assign your membership to any other individual, trust or estate. Corporates and other business entities are eligible to join

**2.2** To apply for membership an individual must either complete an application form, or enroll online. Membership applications must state the applicant's full name, as it appears on their Passport or Omang Identity Card, date of birth and preferred mailing address for correspondence. Members cannot state more than one preferred mailing address.

**2.3** We will notify you that your application for membership has been accepted by assigning you an account and identification membership number. It is your responsibility to ensure that you take appropriate care of these details to prevent unauthorised persons from accessing your account.

**2.4** Not withstanding the other provisions of these terms and conditions, we retain absolute discretion (such discretion to be exercised reasonably) to accept or reject any application for membership. We also retain absolute discretion to suspend or terminate any membership account following
a) the commission of a fraudulent, irregular, dishonest or suspicious transaction which shall include but shall not be limited to (i) altering documents to procure points; (ii) knowingly supplying incorrect information to accrue points; (iii) attempting to procure points for flights which have not been flown or are not eligible for points; or (iv) using or attempting to use stolen or counterfeit tickets; and/or b) the commission of misconduct which shall include but shall not be limited to (i) failure to comply with these terms and conditions and/or Air Botswana's Condition of Carriage; (ii) misuse of the services and/or benefits which are available to Members from time to time; or (iii) the use of threatening, abusive or insulting language or behaving in a threatening, abusive or insulting manner when dealing with any Air Botswana staff members.

**2.5** You can hold only one Air Botswana Frequent Flyer account at any time.

**2.6** If more than one account number has been assigned to a member in error, the accounts will be combined and the points transferred to the new single account, less any duplicated bonuses or points from the same activity.

**2.7** Your membership is valid for three (3) years following your first Air Botswana earning or spending activity in your account. Both your points and membership will remain active, provided that you complete an earning or spending activity in any Six (6) period. Earning and spending activities that are subsequently cancelled will not count as a valid activity (Including any refunded spend points and/or points earned as a result of a customer relations grievance).

2.8 If you do not have an Air Botswana earning or spending activity in any 12 months (12) period, we will close your account and terminate your membership without notifying you. Any credit in your account at this date will expire and cannot be transferred to any other account at the point of expiry or in the future.

**2.9** Your permanent membership card, account, and any point therein, remain our property and must be surrendered and returned to us on demand.

**2.9.1** In accordance with condition 2.9, points are not the property of the member and cannot and will not be transferred (a) upon death, (b) in relation to domestic affairs or (c) through legal intervention. Individual consideration may be given to cases on the provision of legal documentation relating to the aforementioned, at Air Botswana’s discretion.

**2.10** Your preferred mailing address determines the applicability of any local rules or restrictions relating to the services and eligibility for local promotions. You are responsible for notifying us of any change of name, address or other details.

**2.11** We retain the right to terminate your membership in the event of any breach by you of the membership Terms & Conditions. Any reward booking made by you either before or after the date of breach will be subject to review, and possible cancellation, by us.

**2.11.1** We reserve the right to audit any member’s account at any time, without prior notice. Upon discovery of discrepancies or violations of any terms and conditions of membership, all accruals and/or redemptions will be suspended until the matter has been satisfactorily resolved.

**2.12** To terminate your membership of Air Botswana Frequent Flyer , please inform us in writing, and to seek advice about a lost/stolen card, please call the Air Botswana Frequent Flyer Helpdesk at +267 3688410/592

3. EARNING POINTS

**3.1 General**

**3.1.1** You may earn points in the programme by traveling with us as long as you provide your membership number at the time of booking or travel.

**3.1.2** Members seeking to earn points retrospectively can do so for up to three (3) months after the date of travel / activity. Points can be claimed through the presentation of a boarding pass for a particular flight. Any attempt by a member to claim points from the same boarding pass on more than one occasion will constitute a breach of this agreement and the termination provisions in clause 9.2 will apply.

**3.1.3** Details of any Air Botswana points earned should appear on your account within 7 days of travel. You will need to save evidence of your point entitlement until the points appear in your account. Air Botswana Frequent Flyer may at its absolute discretion, determine whether any item of proof is sufficient. If any activity has not been added to your account within the above timeframe, requests for retrospective point credits must be made within three (3) months of the qualifying transaction date.

3.1.4 Points will be issued only for flights actually flown by you and will be based on the class of ticket you have paid for and will not reflect any complimentary**.** Points will only be credited once travel has been completed, not at time of booking. Points cannot be earned on any free or reduced rate tickets including, without limitation, reward travel, and travel agent or industry discounts and complimentary tickets. Points have no cash value and are not exchangeable under any circumstances for cash.

**3.5 Cancelled Flights or Involuntary Transfers**

**3.5.1** If you are transferred to another Air Botswana flight, which differs from the original issued ticket, the points earned on the resulting flight will be credited to your account. However if you are involuntarily transferred to another airline, you may request points for your original Air Botswana booking, in circumstances within Air Botswana's control. In this case you will be required to send in a cover letter to outline the original flight details, along with a copy of your original boarding pass and new ticket details, to Air Botswana Frequent Flyer Helpdesk. Please note: Air Botswana would not credit original flights for the following reasons - natural disasters/disruption, weather, fire, strikes, war, civil unrest and closed airports.

**4.1 General**

**4.1.1** Please note that references to points, unless otherwise stated, denote those relating to Air Botswana Frequent Flyer only.

**4.1.2** Redemption of points is as set out on our website or as otherwise notified to members, and is subject to these terms and conditions.

**4.1.3** You may redeem points listed on our website only once sufficient points have been credited to your account. Points cannot be combined with cash in part payment for redemptions.

**4.1.4** If a redemption confirmation document is lost, stolen or destroyed it will not be replaced and Points will not be re-credited to your account.

**4.1.5** Redemptions do not include insurance. It is your responsibility to arrange whatever cover you need for yourself and to consider how participating in any redemption activity or offer may affect any existing policies such as personal accident and life insurance.

**4.1.6** Redeemed flights do not include any applicable passenger taxes, fees, charges and surcharges, which will be charged to and payable by each passenger. The amount of these is subject to change.

**4.1.7** All Air Botswana Frequent Flyer redemptions are subject to availability of seats. Please call Air Botswana Frequent Flyer Helpdesk for details or check at the time of booking. Redemptions cannot be booked less than five working days before departure.

**4.1.9** We will issue redemption to a beneficiary at your request, but once issued redemptions are not transferable. Only you as a member may authorise the deduction of points or redemptions from your account.

**4.1.10** Children stated as beneficiaries traveling as unaccompanied minors or young persons traveling alone may travel on redemption bookings at full adult point redemption levels.

**4.1.11** Members shall not sell or auction free tickets or Points in any circumstance. Selling or auctioning tickets could lead to the termination of a member's membership in accordance with clause 9.1.

**4.2 Air Botswana Flight Redemptions**

**4.2.1** Once redemption tickets are issued, you may amend your travel date, three (3) days before departure subject to availability of seats and other conditions laid down by Air Botswana.

Once tickets are issued, no name changes are allowed. 100% of the

Points will be re-credited to the member's account if the Frequent Flier Help Desk is informed three days prior to departure. If the Help Desk is not informed of any cancellations three days prior to departure, no points will be refunded. Once travel has commenced points cannot be refunded. Points are not refundable and changes or revalidation are not permitted in case of no-show.

4.2.2 All Air Botswana redemption seat travel is strictly subject to availability. The number of redemption seats available on each flight is restricted and it is possible that the seats allocated on a particular flight may be fully booked, even though seats are still available in other booking classes. Some flights may have no availability on certain routes, and popular dates (ie. Weekends, school and public holidays) will fill quickly and Air Botswana cannot guarantee availability. More seats for a particular flight may become available closer to departure. Information regarding our latest redemption seat availability is a guide only and is correct at time of publication.

**4.2.3** In the event that any of Air Botswana's flight programme or operations is altered, suspended, cut-back or cancelled, we are unable to guarantee that any affected redemption flights booked will be honoured. Points for such redeemed flights booked but not honoured will be reinstated to members' accounts. If we are able to transfer the reward flight to another airline, travel will be for economy class only, subject to availability. In this instance, no points will be refunded to the members account.

**4.3 Changes and upgrades**
 **a)** All travel is subject to Air Botswana’s Conditions of Carriage.

5. ACCOUNT STATEMENTS

**5.1** All members are able to view account information online.

**5.2** If you have earned points that do not appear on your statement, you should send any relevant and original documentation (copies may not be accepted) to your local Air Botswana Sales office or to the Air Botswana Frequent Flyer Helpdesk.

**5.3** Any account discrepancies must be notified to Air Botswana within three (3) months of the date on which relevant points are claimed to have been earned, or such points will be forfeited.

**5.** Members can track account status by registering online.

6. CHARGES, PAYMENTS AND TAX

**6.1** Flight redemption tickets do not include any applicable taxes, fees, charges or surcharges imposed by any government authority, other authority or Air Botswana, all of which are your responsibility. The level of such taxes, fees, charges and surcharges may be changed without notice. You must pay such taxes, fees, charges and surcharges prior to departure.

**6.2** All payments you make to us should be by one of the following methods: cash, credit card and debit card.

**6.3** Payment by cheque is not accepted.

**6.4** Cancellation of redemptions attracts cancellation charges as detailed on our website. Please note that the redemption voucher must be valid at the time of cancellation. The re-credited points will be available for their original validity period.

**6.5** It is your responsibility to satisfy yourself as to the taxation treatment of any credit in connection with business or other activities. We will not be responsible for any tax liability.

7. REWARD LIMITS & EXCLUSIONS

**7.1** Flight redemptions are subject to availability and Air Botswana Frequent Flyer Terms & Conditions which automatically apply to flight redemptions. Redemptions are also subject to capacity control, meaning that we reserve the right to limit the number of services available for redemption, and that Air Botswana do not guarantee the continued or unlimited availability of any redemption level.

**7.2** Air Botswana may prohibit redemption availability on certain dates of the year, on certain flights, limit the number of redemptions available at any time, or place other restrictions on redemptions. Redemptions may be withdrawn or cancelled by Air Botswana at any time.

**7.3** Redemptions may not be combined or used with other promotional offers including, without limitation, promotional fares, rebated travel, and promotional packages.

8. CHANGES TO THE PROGRAMME

**8.1** Air Botswana reserves the right to modify the Programme rules at any time. This may include, and is not limited to, the allocation of points and availability of redemptions, the exclusion of discount fare levels, the amendment of the point structure, rates and/or tariffs, and the alteration of rates of points required to redeem flights at any time.

**8.1.1** Air Botswana reserves the right to add or modify blackout dates, and to limit the number of redemptions available to any/all destinations.

**8.2** Air Botswana reserves the right to change, replace, temporarily suspend, terminate or cancel any aspect of the Programme, or the Programme in its entirety, at any time with immediate effect upon notice to the members. This means that regardless of the amount you participate in the Programme, your right to accumulate points and claim rewards may be altered or terminated at any time.

**8.3** Air Botswana may terminate this programme at any time upon three (3) months prior notice to members. You will then have six (6) months to use previously accrued points for redemptions. No new points may be earned during the notice period. Upon termination of the programme at the end of such notice period, all rights of all members against Air Botswana will cease and, in particular, points shall cease to be redeemed.

**8.4** Air Botswana may terminate the programme immediately if required to do so or by law, or if Air Botswana in its absolute discretion believes it is desirable as a result of any change in the law or any other regulations.

9. FRAUD

**9.1** Air Botswana Frequent Flyer points and/or redemptions are void if sold, auctioned, bartered, purchased (by any other method than through the Air Botswana option), defaced or altered. Such activity is prohibited and may result in denial of travel and/or redemption of the points and may also result in the cancellation of all accrued Points, rewards and programme membership.

**9.2** We may refuse to issue points or process redemptions if we believe there has been fraud, breach or failure to fulfill any of these terms and conditions or other current restrictions or requirements. Any breach of these terms and conditions or other requirements contained on our website may result in denial of travel and/or redemptions and cancellation of all points, redemptions and programme membership.

10. COMMUNICATIONS & COMPLAINTS

**10.1** As part of your Air Botswana Frequent Flyer membership you will receive communications which are relevant to Air Botswana Frequent Flyer, such as your membership card and important information on programme updates and developments by email, post, telephone or SMS. You will receive a membership card once you have been enrolled into the Air Botswana Frequent Flyer membership.

**10.2** You will need to register your membership online and provide us with your email address to ensure that you receive the most up to date information.

**10.3** While we will take reasonable efforts to process requests for alterations to your communication preferences, we cannot guarantee that the implementation of such alterations will be immediate or error-free.

**10.4** If you have any query concerning the issue of points or redemption of rewards, please contact your local Air Botswana Sales office or the Air Botswana Frequent Flyer Helpdesk.

**10.6** Any notice or statement to a member shall be deemed to be given 72 hours after it has been sent out by Air Botswana to the member's address as registered in our records.

11. LIMITATIONS ON AIR BOTSWANA'S LIABILITY

**11.1** Air Botswana shall not be liable for any loss, delay, damage or injury which occurs in connection with the use or redemption of any reward provided under the programme. Air Botswana does not seek to exclude liability for death or personal injury caused by its negligence.

**11.2** Air Botswana's sole liability in relation to the programme, whether for negligence, breach of contract or any other matter, shall be limited to re-crediting to your account points equal to those redeemed in connection with which such matter arose.

**11.3** While every effort has been made to ensure that all information on the website and in other Air Botswana Frequent Flyer publications is correct at the time of going to press, we are not responsible for any typographic errors or their consequences.

**11.4** Product design and specification is subject to change in line with our ongoing design and development efforts to ensure the product remains relevant.

12. RIGHTS OF THIRD PARTIES

A person who is not party to this agreement shall have no right to enforce any term of this agreement.

13. LAW & JURISDICTION

**13.1** These terms and conditions and the relationship between Air Botswana and each member are governed by the laws of Botswana. In joining the Programme, you are agreeing to submit to the non-exclusive jurisdiction of the Botswana Courts.

**13.2** If in any jurisdiction, the programme, the issue of points or the redemption of points is unlawful, then to the extent that the laws of that jurisdiction are applicable, the issue or redemption of points and any related documents are void.

14. DATA PROTECTION

**14.1** Members consent to the supply of your data to Air Botswana. For your protection, Air Botswana will never allow your name and address to be used by unconnected organisations. If your contact details change but you would like to continue to receive information from Air Botswana Frequent Flyer you should call the Air Botswana Frequent Flyer Helpdesk to update or amend your communications preferences. Your personal data will be processed only for the following purposes:

Advertising, Marketing & Public Relations

Administration of Membership Records

Query handling

Advertising, Marketing & Public Relations

Research

Consultancy and Advisory Services

**14.2** This data may be in respect of information that you have provided to us on applying for membership; services you have received; or travel arrangements made with us. In addition, data processing may also include the processing of 'sensitive' information e.g. racial or ethnic origin, religious beliefs or medical conditions. By accepting our Terms & Conditions through submitting your application for Air Botswana Frequent Flyer membership, you shall also be demonstrating your consent to the processing of any sensitive data. If you do not consent to the processing of your data as set out in this clause, in whole or in part, then you should write to Teemane Helpdesk to inform us of your wishes.