

## **KM Malta Airlines – KM Rewards Terms and Conditions**

**PLEASE READ THESE PROGRAMME RULES CAREFULLY TO FAMILIARISE YOURSELF WITH THE BASIS UPON WHICH BENEFITS AND REWARDS MAY BE EARNED, SPENT, VARIED OR CANCELLED.**

1. KM Rewards loyalty Programme ("KM Rewards") is operated by KM Malta Airlines ("KMMA"). KM Rewards will be featured in KMMA's website, KMMA's App and KM Rewards Loyalty App. The website and the Apps are offered to KM Rewards participants on condition of acceptance by the same participant of these Terms & Conditions.
2. By participating in the KM Rewards Loyalty Programme, each participant fully and unconditionally agrees to and accepts these Terms and Conditions. These Terms and Conditions and the relationship between KMMA (a company registered in Malta under registration number C106851) and each KM Rewards participant are governed by the laws of Malta. Any disputes, controversies or claims arising out of or in connection with these Terms and Conditions shall be exclusively subject to the jurisdiction of the Courts of Malta.
3. KM Rewards is open for membership for any person aged 16 years or over.
4. Any eligible person wishing to join the Programme, must complete an individual Programme registration through an online application form to create a KM Rewards account. All persons applying for membership of the Programme must accept the General Terms and Conditions for the application to proceed.
5. Participants are responsible for the security of their online login details and passwords. KM Malta Airlines is not responsible if a participants' login details and/or password is disclosed by the participant, whether intentionally or not, to allow a third person online access to the Data and/or to make any transactions.
6. The Company reserves the right to refuse membership to any person who does not meet the requirements for participation in the Programme.
7. Companies or other legal entities are strictly excluded from participation in KM Rewards.
8. Only one person can be enrolled per KM Rewards account. Membership is strictly personal.
9. Multiple accounts for the same participant are forbidden.

10. In case of misuse, KM Rewards membership will be cancelled and all accumulated Status Points and SkyBux rendered void.
11. Status Points earn rate % is fixed on KMMA products and is calculated on the basic fare paid. Status Points count towards attaining, retaining and, or downgrading a KM Rewards Tier Membership Level Status. Status Points are collected within 12-month qualification period. A qualification period starts from the date of joining or from the date of a tier attainment. Tier Membership Status upgrade is done instantly upon earning enough status points. The status points required to achieve the given tier will be deducted from the participant's account. Any surplus status points gained above the threshold will be kept in the participant's account. If the minimum Status Points are not reached to maintain the current level by the end of the qualification period, the tier level status will drop by one level (e.g. if the Participant is in the Explorer level, the participant will go down to Traveller).
12. KM Rewards Account, Tier Membership Status Levels, Status Points and the SkyBux earned by the concerned participant cannot under any circumstances be transferred, bequeathed, assigned, sold, or combined, whether or not for valuable consideration, with the KM Rewards account of any other person whether that person is a participant of the KM Rewards Programme or not, or with any other account belonging to the same participant.
13. Status Points and SkyBux are awarded against the base fare in EURO (EUR). Eligible Spend in any other currency will be converted to EURO based on the rate of exchange on the date, a ticket or eligible ancillary is rewarded. In case of a multi-city flight, the base fare of a single flight is determined by proportioning the sector base fare by the distance of the flights within the same multi-city flight.
14. SkyBux can never be exchanged for cash.
15. Only participants are entitled to request a Reward, either for themselves or for any other person designated by the same participant at the time the Reward is requested, subject to the General Terms and Conditions of the Programme.
16. The participant is responsible for knowing the Status Points expiry date.
17. Any SkyBux not spent within 24 months from date of earning will expire and are unrecoverable. The participant is responsible for checking the SkyBux expiry date.
18. Status Points and, or SkyBux expiry rule as stated in Clauses 11,15 & 16 above are applicable for all Status Levels including Members, Travellers, Explorer & Pioneers.

19. Participants progress from Member to Traveller, Traveller to Explorer and from Explorer to Pioneer.
20. Forfeited or expired Status Points and, or SkyBux will not be refunded, replaced, or extended.
21. SkyBux are earned upon completion of a flight sector on KMMA operated scheduled flights, excluding tickets with hidden fares.
22. SkyBux earn rate on KMMA operated scheduled flights varies according to the basic fare paid, fare family booked and Tier level of the respective participant.
23. KMMA operated scheduled flight tickets from third parties will be awarded with Status Points and SkyBux.
24. To earn SkyBux, participants are required to enter their unique KM Reward membership number when booking a flight on [www.kmmaltairlines.com](http://www.kmmaltairlines.com). A participant can also insert the KM Rewards membership number during on-line check-in or give the KM Rewards number to our check-in agent when checking in at the airport.
25. Missing flights and ancillaries can be claimed for up to 6 months only and providing enrolment in KM Rewards programme was prior to the missing flight and ancillaries being claimed for.
26. Retroclaims for Status Points and SkyBux of previous flights are permitted up to 3 months prior to enrolment (if not a member previously).
27. SkyBux and, or Status Points cannot be used in conjunction with SkyBux and, or Status Points from other accounts.
28. Each KM Rewards participant should verify that Status Points and, or SkyBux have been duly credited to their account. The amount of Status Points and SkyBux assigned will be based on the participant's tier level at the time of each flight flown. In case of upgrades, Status Points and SkyBux will be awarded based on the final purchased fare including the upgrade purchased.
29. The company reserves the right to debit the account of any participant who has been unduly credited Status points and, or SkyBux.
30. It is the participant's responsibility to retain necessary documents such as boarding passes and passenger receipts that may be required for retroactive credit.

31. Flights qualify for Status Points and, or SkyBux accrual in accordance with the Fare Family Conditions. Status Points and SkyBux are earned once a ticket is flown. In the event of a transfer onto an alternative flight due to circumstances unforeseen (and not caused by the participant), the participant will earn SkyBux and, or Status Points for the flight originally purchased, and not for the route flown. SkyBux and, or Status Points are earned on KM in-house ancillaries and, or extra options only if personally utilised by the participant. The participant's account can be credited only once for each flight flown and can be credited only once for each KM in-house ancillary purchased used.
32. KM Malta Airlines reserves the right (at its complete discretion) to modify the terms and conditions of the KM Rewards Loyalty Programme at any time with at least 60 days' prior notice to KM Rewards participants (such notice shall be deemed to have been sufficiently given when posted on the KMMA website).
33. All earnings and spendings are subject to availability. Flights are subject to operational changes at any time with or without prior notice.
34. By applying for membership, individuals authorise KMMA to use any stored data relating to their membership for its marketing and communications purposes but may opt out at any time thereafter.
35. Participant's name and surname must match the name and surname on the official travel documents. Failure in this will result in failure to earn Status Points and, or SkyBux.
36. KM Malta Airlines reserves the right to ask for documented proof for changes in name and/or country of residence.
37. KM Malta Airlines reserves the right (at its complete discretion) to terminate the KM Rewards Loyalty Programme at any time or replace it with another programme and to duly terminate the membership contracts with at least 60 days' prior notice to KM Rewards participants (such notice shall be deemed to have been sufficiently given when posted on this website). Upon such termination or replacement all SkyBux accumulated by the participant shall be cancelled automatically. KMMA shall not be liable for any loss or damage in anyway resulting from any such termination or replacement.
38. If this English version of the Terms and Conditions does not conform to other language versions, the English version shall prevail.
39. The failure by KMMA to exercise or enforce any right hereby contained shall not be deemed to be a waiver thereof nor shall it affect KMMA's entitlement to take any subsequent action in respect of that right or of any other right.

40. Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
41. These Terms and Conditions constitute the entire agreement and understanding of KMMA and a participant in respect of KM Rewards programme and supersede all prior written or oral representations, agreements, or understandings between them relating to the subject matter of these Terms and Conditions.
42. KMMA shall not be liable to any participant or nominee or companion of participant for any indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the KM Rewards loyalty programme, the provision or the refusal to provide any benefits, and awards and the use of awards, whether such loss, damage or expense is caused by negligence or otherwise, and whether KMMA has any control over the circumstances giving rise to the claim or not.
43. Any applicable limitations under the applicable laws, regulations, and International Conventions and under the carrier conditions of carriage, KMMA's liability in contract, tort or otherwise with respect to any claim arising in respect of acts or omissions under the KM Rewards programme including provision and use of awards, shall be limited to re-crediting the value of the SkyBux credits redeemed by the participant in connection with which the matter arises.
44. Participants may terminate their membership at any time by giving written notice to KMMA, at which time any outstanding SkyBux will be cancelled.
45. KMMA may forthwith terminate, without liability for compensation or damages (whether direct or indirect) of any type or nature in favour of participant, the membership of a participant and the right of a participant to use his/her membership card if a participant commits misconduct or fraud, misuses the KM Rewards programme benefits and awards, or fails to follow these Terms and Conditions. In such circumstances, KMMA shall simultaneously cancel all status Points and SkyBux credits of the participant.
46. Upon the death of a participant the membership account will be closed and all outstanding SkyBux credits will be cancelled.
47. Since these Terms and Conditions are subject to change from time to time, it is the participants' responsibility to regularly update themselves with any changes on KM Rewards Terms & Conditions from the KMMA website.