

## Terms and Conditions Fun Miles

### 1 – INTRODUCTION

1.1 These Terms and Conditions govern the use of the Fun Miles Savings Program, through which you save and/or redeem your Fun Miles Points using your personal Fun Miles Card.

### 2 – TERMS OF USE

By purchasing, activating, registering or using the Fun Miles Card, you acknowledge that you have read, understand, and accepted these Terms and Conditions. We reserve the right to amend these Terms and Conditions at any time. Continued use of the Fun Miles Card will constitute acceptance of these Terms and Conditions.

### 3 – DEFINITIONS

In these Terms and Conditions, the following capitalized terms will have the following meanings, except where the context otherwise requires:

**Account** – a personal account created by a Participant of the Fun Miles Savings Program as part of the Registration;

**Fun Miles** – the entity Fun Miles Antilles N.V. established on Curaçao and operating on Curaçao and Bonaire, the entity Fun Miles Aruba N.V. established and operating on Aruba and the entity Fun Miles Antilles N.V. established and operating on St. Maarten;

**Fun Miles Card** – a (digital) savings and redeeming card enabling you to save and redeem Fun Miles Points;

**Fun Miles Mobile App** – the mobile application made available by Fun Miles to Participants for download and use on their smart devices;

**Fun Miles Points** – the points that you save when purchasing certain products and/or services from Partners, on presentation of your Fun Miles Card;

**Fun Miles Savings Program Services** – all the services provided via the Fun Miles Savings Program to Participants, and “Service” means any one of them;

**Participants** – users of the Fun Miles Card and the Fun Miles Savings Program Services, including you.

**Partner** – any entity whose products and/or services can be purchased and/or redeemed via the Fun Miles Card;

**Privacy Policy** – the privacy policy set out in clause 17 of these Terms and Conditions;

**Register** – to create an Account at [www.funmiles.net](http://www.funmiles.net) or the Fun Miles Mobile App and “Registration” means the act of creating such an Account;

**Redeem** – to redeem Fun Miles Points and “Redemption” means the act of redeeming Fun Miles Points;

**Save** – to save Fun Miles Points;

### 4 – REGISTRATION

4.1 You should Register your Fun Miles Card as soon as possible.

4.2 As long as the Registration is not completed, the Fun Miles Points will be added under the number of the Fun Miles Card.

4.3 Redemption of the accumulated Fun Miles Points is only possible after completing the Registration.

4.4 You warrant that all information provided upon Registration as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account on [funmiles.net](http://funmiles.net) or the Fun Miles Mobile App.

4.5 A Fun Miles Card is personal and cannot be transferred. All rights attached to the Fun Miles Card are held by Fun Miles.

4.6 Fun Miles reserves the right to refuse the Registration without stating the reasons of this refusal.

### 5 – SAVE

5.1 In order to save Fun Miles Points, you may use the Fun Miles Card or the Fun Miles Mobile App, the latter only when made possible by the affiliated Partner.

5.2 All rights attached to the saved Fun Miles Points are held by Fun Miles.

5.3 You may consult your Account at [funmiles.net](http://funmiles.net) or on the Fun Miles Mobile App for an up-to-date overview of your transactions and balance of Fun Miles Points.

5.4 If, for reasons of any acts of God or other force majeure events, including but not limited to inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunication equipment's or facilities and failure of information technology or telecommunication equipment's or facilities, no Fun Miles Points can be added to your Account, your right to the Fun Miles Points in question lapses.

5.5 Partners may remove and/or add products and/or services for which Fun Miles Points can be saved.

### 6 – REDEEM

6.1 You must Register in order to be able to make a Redemption from your Account.

6.2 By making any Redemption, you acknowledge that the Redemption is subject to these Terms and Conditions.

6.3 Any attempted Redemption not consistent with these Terms and Conditions may be disallowed or rendered void at our or the relevant Partner's discretion.

6.4 Redemption of products and/or services is subject to the availability of the relevant Partners' stocks.

6.5 Fun Miles Points cannot be redeemed against cash.

6.6 Partners may remove and/or add products and/or services for which Fun Miles Points can be redeemed.

## **7 – EXPIRATION OF FUN MILES POINTS**

7.1 Your Fun Miles Points will expire without any compensation if you do not use the Fun Miles Card for more than one (1) year. After nine (9) months of inactivity you will be remaindered to use your Fun Miles Card in order to prevent that your Fun Miles Points will expire.

7.2 Your Fun Miles Points will be canceled without any compensation and without any prior notice when you commit any breach of these Terms and Conditions.

## **8 – ACCOUNT**

8.1 If you are of the opinion that the amount of Fun Miles Points credited or debited by a specific transaction is incorrect, you should contact the Partner where the Fun Miles Points were saved or redeemed. You are required to cooperate in rectifying a mistake, inaccuracy or incompleteness.

8.2 If you are of the opinion that the balance showed in your Account is incorrect, you should contact Fun Miles within no more than three (3) months after concluding the incorrectness. You are required to cooperate in rectifying a mistake, inaccuracy or incompleteness.

8.3 To determine the right amount of Fun Miles Points in your Account, the information contained in the records of Fun Miles will always be considered the exclusively correct reference and serve as full proof, unless you, as a Participant, can prove the contrary.

8.4 You are allowed to add a new Fun Miles Card to your Account. You can do so on funmiles.net or the Fun Miles Mobile App. After successfully adding the new Fun Miles Card, your old Fun Miles Card will automatically and immediately be blocked and your Account will be automatically and immediately be linked to the number of the added Fun Miles Card.

## **9 – TRANSFERRING FUN MILES POINTS TO OTHER PARTICIPANTS**

9.1 You are allowed to transfer Fun Miles Points from your Account to an Account of another Participant. You are allowed to transfer all your saved Fun Miles Points or a part of your Fun Miles Points.

9.2 This (partial) transfer can be done on funmiles.net or on the Fun Miles Mobile App, in which cases the transfer is limited to ten thousand (10.000) Fun Miles Points per day. You can also transfer (a part of) your Fun Miles Points via our Customer Service, in which case the transfer of Fun Miles Points is not limited.

9.3 In any case, it is your own responsibility to communicate the right number of the Fun Miles Card to which you want to transfer your Fun Miles Points. Fun Miles will not be liable in any case for an executed transfer of Fun Miles Points.

## **10 – LOSS AND THEFT OF THE FUN MILES CARD**

10.1 In case of loss or theft of your Fun Miles Card, you should have your Fun Miles Card blocked immediately by contacting our Customer Service. As soon as your Fun Miles Card has been blocked, you can no longer use it to Save and/or Redeem. To unblock the Fun Miles Card, you have to contact our Customer Service.

10.2 In case of loss or theft, you, as a Participant, are responsible for the unauthorized use of your Fun Miles Card until it has been blocked. Unauthorized transactions after the Fun Miles Card has been blocked, are the responsibility of Fun Miles.

## **11 – RULES ABOUT USE OF THE FUN MILES SAVINGS PROGRAM SERVICES AND THE FUN MILES MOBILE APP**

11.1 We reserve the right to change, modify, substitute, suspend or remove the Fun Miles Mobile App or any of the Fun Miles Savings Program Services entirely at our own discretion at any time and without prior notice. Your access to the Fun Miles Mobile App and/or the Fun Miles Savings Program Services may also be restricted occasionally to allow repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access in a reasonable time frame. For the avoidance of doubt, we reserve the right to withdraw any information or Fun Miles Savings Program Services from the Fun Miles Mobile App at any time.

11.2 Without limitation, you undertake not to use or permit anyone else to use the Fun Miles Savings Program Services or the Fun Miles Mobile App. You yourself as a Participant are responsible for all use of the Fun Miles Savings Program and the Mobile App.

11.3 Without limitation, you further undertake not to or permit anyone else to:

11.3.1 furnish false data, including but not limited to false names, addresses, and contact details and fraudulently use credit/debit card numbers;

11.3.2 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorized to access, or probe the security of other networks (such as running a port scan);

11.3.3 execute any form of network monitoring which will intercept data not intended for you;

11.3.4 enter into fraudulent interactions or transactions with us or a Partner (including interacting or transacting purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);

11.3.5 extract data from or hack into the Fun Miles Mobile App;

11.3.6 use the Fun Miles Savings Program Services or Fun Miles Mobile App in breach of these Terms and Conditions;

11.3.7 engage in any unlawful activity in connection with the use of the Fun Miles Savings Program Services or the Fun Miles Mobile App; or

11.3.8 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other Participant from properly using or enjoying the Fun Miles Savings Program Services or the Fun Miles Mobile App.

## 12 – TERMINATION PARTICIPATION

12.1 You are authorized at all times to terminate your status as Participant. You can do so by notifying the Customer Service of Fun Miles thereof, while you can destroy your Fun Miles Card in an environmentally friendly way.

12.2 After termination, Fun Miles Points no longer can and will be credited or debited to your Account and you will lose all Fun Miles Points in your Account.

12.3 Without limitation to anything else in these Terms and Conditions and subject to all our other rights, we will unilaterally be entitled immediately or at any time (in whole or in part) to: (a) suspend or terminate your use of the Fun Miles Savings Program Services and/or Fun Miles Mobile App and/or to cancel your Account; and/or (b) suspend or terminate the use of the Fun Miles Savings Program Services and/or Fun Miles Mobile App for persons we believe to be connected (in whatever manner) to you and/or to cancel their Accounts, if:

12.3.1 you commit any breach of these Terms and Conditions, including your obligation to provide true, complete and accurate information upon Registration and to promptly inform us of any changes to such information by updating the information in your Account;

12.3.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions; or

12.3.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

12.4 Our rights under this clause 12 will not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## 13 – DISCLAIMER AND EXCLUSION OF LIABILITY

13.1 The Fun Miles Savings Program Services, and use of all related facilities, are provided on an “as is, as available” basis without any warranties whether expressed or implied.

13.2 Fun Miles does not acknowledge any liability for any (consequential damage caused by) unauthorized use of the Fun Miles Savings Program Services, the Fun Miles Card and/or the fraudulent redemption of Fun Miles Points. If you suspect or could have suspected in reason that an erroneous credit or debit entry of Fun Miles Points has taken place, you are obligated to report this to the affiliated Partner in question. If you redeem Fun Miles Points wrongly obtained, you are obligated to pay Fun Miles damages amounting to the value of the products and/or services purchased.

13.3 We will not be liable for any acts or omissions caused by any third parties whatsoever, and for any direct, indirect, incidental, special, consequential or punitive damages, whatsoever caused, resulting from or in connection with the Fun Miles Savings Program Services, your access to, use of or

inability to use the Fun Miles Savings Program Services, reliance on or downloading from the Fun Miles Mobile App and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible.

13.4 We will not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise whatsoever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Fun Miles Savings Program Services and these Terms and Conditions. For the purposes of these Terms and Conditions, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

13.5 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer, that cannot be excluded or limited, are affected.

13.6 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Fun Miles Mobile App and/or funmiles.net, or electronic mail transmitted to and from us, will not be monitored or read by others.

## 14 – INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Fun Miles Savings Program Services and/or the Fun Miles Card and/or the Fun Miles Mobile App, (b) any other party's use of the Fun Miles Savings Program Services and/or the Fun Miles Card and/or the Fun Miles Mobile App using your Fun Miles Card and/or Fun Miles Mobile App and/or your Account, and/or (c) your breach of any of these Terms and Conditions, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

## 15 – INTELLECTUAL PROPERTY RIGHTS

15.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks of the Fun Miles Savings Program Services, the Fun Miles Mobile App and funmiles.net are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

15.2 We will not hesitate to take legal action against any unauthorized usage of our trademarks, name, or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other products and company names mentioned herein may also be the trademarks of their respective owners.

## 16 – AMENDMENTS

We may periodically make changes to the contents of the Fun Miles Savings Program, the Fun Miles Mobile App and/or funmiles.net, including to the descriptions and prices of products and services advertised, at any time and without prior notice. We assume no liability or responsibility for any errors or omissions in the content of the Fun Miles Savings Program Services and/or the Fun Miles Mobile App.

## 17 – PRIVACY POLICY

17.1 Registration for the Fun Miles Savings Program Services and use of the Fun Miles Card and/or the Fun Miles Mobile App is subject to the Privacy Policy. By Registration for the Fun Miles Savings Program Services and using the Fun Miles Card and accessing the Fun Miles Mobile App and by continuing to use the Fun Miles Savings Program Services offered, you are deemed to have accepted the Privacy Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in the Privacy Policy. We reserve the right to amend the Privacy Policy from time to time. If you disagree with any part of the Privacy Policy, you must immediately discontinue your use of the Fun Miles Savings Program Services, your Fun Miles Card and the Fun Miles Mobile App. Continued use of (one of) the Fun Miles Savings Program Services, your Fun Miles Card and/or the Fun Miles Mobile App will constitute acceptance of this Privacy Policy.

17.2 As part of the normal operation of our Fun Miles Savings Program Services, we collect, process and use information about your use of the Fun Miles Savings Program Services. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, process and make use of this information when you Register for the Fun Miles Savings Program Services.

17.2.1 Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

17.2.2 We will collect and use personal information with the sole objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

17.2.3 We will only retain personal information as long as necessary for the fulfillment of those purposes.

17.2.4 We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

17.2.5 Personal information should be relevant for purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up to date.

17.2.6 We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

17.2.7 We are committed to conducting our business in accordance with these principles in order to ensure that the

confidentiality of personal information is protected and maintained.

17.3 By participating in the Fun Miles Saving Program Services, you declare to agree to the processing and use of your personal data, including general or targeted commercial messages being sent, related to your demographic status, personal information, and your Fun Miles Card use.

17.4 If you do not want to receive targeted offers from Fun Miles, you can let us know by checking the corresponding box on funmiles.net, the Fun Miles Mobile App or via our Customer Service.

17.5 Fun Miles will not share your personal data with Partners and other external parties, unless we are forced by law to do so. In case a Partner asks us to provide your contact details we will only do so after having your explicit consent.

## 18 – MISCELLANEOUS

18.1 In all circumstances when you purchase goods or services from a Partner, the contract is between you and that Partner. Fun Miles has no control over, nor is Fun Miles liable for, the legality or the use of the products and/or services that are paid using Fun Miles Points.

18.2 Despite all due care we give to our service and the Fun Miles Savings Program Services, it may occur that you are not satisfied. You can inform our Customer Service of your complaint.

18.3 Any rights that a Participant may have towards Fun Miles, for whatsoever reason, should be received by Fun Miles in writing within six (6) months after the date on which the Participant became aware of this or reasonable could have been aware of this, in default of which these rights will lapse.

18.4 Fun Miles can transfer its rights and obligations to a third party in whole or in part, without further consent from the Participant being required. Fun Miles can also choose to outsource the Fun Miles Savings Program Services or parts thereof to third parties.

18.5 All disputes between Fun Miles and Participants arising from, or related to the Fun Miles Savings Program Services, also those requiring urgent settlement, shall only be submitted to the Court of First Instance of the island of the Fun Miles branch or the branch of the Partner where the first Fun Miles Card has been purchased.

18.6 These Terms and Conditions and the Fun Miles Savings Program Services shall exclusively be governed by the laws of Curaçao.

18.7 These Terms and Conditions are originally available in the English language. In case of the existence of a translated version of the Terms and Conditions and disputes regarding the contents or meaning of these Terms and Conditions, the English text shall be binding. These (revised) Terms and Conditions will enter into force as of the date of filing same with the Registry of the Court of First Instance of Curaçao.