

## TERMS AND CONDITIONS OF THE BUY AND GIFT PROGRAMME

You acknowledge and accept these Terms and Conditions of the Buy and Gift Programme (the "**Buy and Gift Programme Terms and Conditions**") by submitting your online / or offline request to purchase Flying Blue Award Miles ("**Award Miles**") from Points.com Inc., a company incorporated under the laws of the Province of Ontario, Canada, having its registered office at 171 John Street, 5th Floor, Toronto, Ontario, M5T 1X3 ("**Points.com**").

1. You must be a member in good standing of the Flying Blue Programme in order to purchase or receive purchased Award Miles. The programme is only available for members older than 18 years.
2. Your purchase request shall not be effective until accepted by Points.com. Acceptance by Points.com shall be evidenced only by the actual delivery of Award Miles into your Flying Blue account or delivery of a Gift Certificate code via e-mail to the person you have purchased Award Miles for. Notwithstanding the foregoing, Points.com reserves the right to revoke or cancel any acceptance and cancel and reverse transactions as set forth below.
3. You have the right to withdraw your purchase in whole and not in part within 14 working days of the date of purchase without penalty and for any reason, provided that the purchased Award Miles are capable of being retrieved in full from your account or the person whom you purchased them for. After this period, Points.com has no obligation to refund any purchase of Award Miles.
4. Any purchased Award Miles will not count toward qualification for any increased or improved status in the Flying Blue Programme and will not be considered as an extending activity with respect to the validity of the Award Miles in the Flying Blue Programme.
5. Ivory Members may only purchase or receive up to 75,000 Award Miles in any one transaction and up to 75,000 Award Miles in any calendar year, unless a promotion is active in which case it is possible to either purchase or receive Bonus Award Miles on top of 75,000 Award Miles.
6. Silver, Gold and Platinum members may purchase up to 100,000 Award Miles in any one transaction and an unlimited number of Award Miles in any calendar year. In addition, Silver, Gold and Platinum members can gift or receive up to 75,000 Award Miles per calendar year. If a promotion is active, it is possible to purchase Bonus Miles on top of the 100,000 Award Miles, or to gift or receive Miles on top of the 75,000 Award Miles.
7. The purchased Award Miles are subject to the Flying Blue General Terms and Conditions and therefore cannot under any circumstances be transferred, bequeathed, assigned, sold or combined, whether or not for valuable consideration, with the account of the Award Miles of any other person, whether or not that person is a member of the Flying Blue Programme, or with any other account belonging to the member.
8. If any Award Miles purchased by you are resold, distributed or used for improper purposes as determined by Points.com, or obtained through credit card abuse or fraud or other illegal means, Points.com may, at its option and with the assistance of AIR FRANCE and KLM Royal Dutch Airlines (KLM), cancel, void, refuse to honour and/or confiscate such Award Miles and pursue any and all other rights and remedies that may be available. You agree that Points.com may debit your account or the account you

have purchased Award Miles for in connection with the foregoing. You agree to fully cooperate with all reasonable requests of Points.com concerning any investigation or prosecution of anyone engaging in or suspected of engaging in abuse or fraud with respect to the sale of Award Miles hereunder.

9. The purchase of Award Miles is not a guarantee of the availability of any Flying Blue Programme rewards and neither Points.com nor AIR FRANCE or KLM shall have any liability or responsibility where you are unable to use or redeem any purchased Award Miles.
10. You agree to pay Points.com in full by credit card prior to any Award Miles being posted to your Flying Blue Programme account. By submitting a request to purchase Award Miles you authorize Points.com or its representative to charge the credit card number you provided.
11. You agree that the awarding and use of all Award Miles, including those purchased hereunder, are subject to the terms, conditions, exclusions and limitations of the Flying Blue Programme, and that AIR FRANCE and KLM have the sole and exclusive authority and responsibility for operating, modifying, terminating and establishing the terms and conditions applicable to the Flying Blue Programme. Points.com shall have no liability or responsibility to you for, and has no obligation to notify you of, any action, inaction or decision taken by AIR FRANCE or KLM in connection with the Flying Blue Programme. You hereby agree not to make any claim against Points.com for any action, inaction or decision taken by AIR FRANCE or KLM in connection with the Flying Blue Programme. Points.com shall not be treated as the agent of AIR FRANCE or KLM for any purpose.
12. You shall indemnify, defend and hold Points.com and its affiliates, and their respective directors, officers, employees, contractors, partners, agents, affiliates, successors and assigns, harmless from and against any and all losses, obligations, claims, damages, demands, liabilities, suits, actions, costs, fees and expenses whatsoever incurred, suffered or borne by or asserted against any such persons in any way relating to, arising out of or resulting from (i) your use of or participation in the Flying Blue Programme, (ii) your performance or failure to perform hereunder or (iii) any breach by you of these Buy and Gift Programme Terms and Conditions.
13. To the extent permitted by applicable law, Award Miles sold to you and any associated services are provided "as is" without warranty, representation, condition or guarantee of any kind, either expressed or implied, including but not limited to any implied warranties, representations, conditions or guarantees of quality, merchantability, merchantable quality, fitness for a particular purpose or non-infringement, all of which are disclaimed to the fullest extent permitted by law.
14. To the extent permitted by applicable law, Points.com's entire liability, regardless of the form of cause of action, demand or claim, whether based on contract or tort, including negligence, shall in no event exceed the amount paid by you for the purchase of Award Miles. To the extent permitted by applicable law, in no event shall Points.com be liable for any special, indirect, incidental or consequential damages suffered in connection with these Buy and Gift Programme Terms and Conditions or your purchase of Award Miles howsoever caused and regardless of the form of cause of action, demand or claim, whether based on contract or tort, including negligence, and even if such damages are foreseeable or Points.com has been advised of the possibility of such damages.

15. You shall comply with all laws, rules and regulations applicable to these Buy and Gift Programme Terms and Conditions and your purchase or gift of Award Miles.
16. To the extent permitted by applicable law, these Buy and Gift Programme Terms and Conditions are governed exclusively by the laws of the Province of Ontario, Canada notwithstanding any principles of conflicts of law.
17. These Buy and Gift Programme Terms and Conditions, together with your purchase request, constitute the entire agreement between you and Points.com with respect to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. No modification, amendment or waiver of these Buy and Gift Programme Terms and Conditions shall be effective or binding unless made in writing and signed by Points.com.
18. You may not assign or transfer these Buy and Gift Programme Terms and Conditions, or any right or obligation hereunder.
19. Points.com shall have no liability for delays or failure in its performance hereunder caused by any act of God, war, strike, labour dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar beyond its control.
20. You agree with Points.com verifying with AIR FRANCE and KLM the data you have provided Points.com with.
21. You understand and agree that Flying Blue Programme members residing in certain countries are not able to use the Buy and Gift Programme. As of the date of these Buy and Gift Programme Terms and Conditions, these countries are: Algeria, Austria, Belarus, Bulgaria, Lithuania, Macedonia, Nigeria and Philippines. Points.com reserves the right to amend this list of countries from time to time, without prior notice.
22. Should you have any questions about the Buy and Gift Programme or these Buy and Gift Programme Terms and Conditions please contact the Flying Blue Programme through the contact details listed on [www.airfrance.com](http://www.airfrance.com), [www.klm.com](http://www.klm.com) and [www.flyingblue.com](http://www.flyingblue.com).
23. Points.com is responsible for the processing of your personal data in accordance with applicable data protection and privacy laws and regulations. Your personal data will be used and disclosed by Points.com in order to complete your requested transaction. You have the right at any time to access, modify, rectify and delete all your personal data in the possession or control of Points.com, provided you file a written request with a copy of your proof of identity to the attention of the Data Privacy Officer at the address set forth above.

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