

Introduction

These Conditions of Membership govern member participation in the Ravn Alaska Flyaway Rewards program. It is the member's responsibility to read and understand these Conditions of Membership and to monitor the Ravn Alaska website to determine if there have been any changes.

There are no exceptions to these Conditions of Membership except for those set out in this document. Ravn Alaska reserves the right to interpret and apply these Conditions of Membership in its sole discretion. Ravn Alaska's FlyAway Rewards program may be modified by Ravn Alaska at any time, or terminated without prior notice.

Membership

Individuals may join the FlyAway Rewards program online. Corporations and other entities are not eligible to become FlyAway Rewards members. There are no group or family memberships; each individual must enroll separately.

Enrollment in the Ravn Alaska FlyAway Rewards program requires each individual to provide his/her name, address, phone contact, and birth date. The enrollment process must be completed by the prospective member himself/herself, unless the prospective member is a minor, in which case the parent or legal guardian may complete the enrollment process. Travel agents, travel arrangers, and unauthorized brokers may not create or manage FlyAway Rewards accounts for others. Members will be asked to verify all of this information before speaking with Ravn Alaska employees about their accounts. If Ravn Alaska becomes aware that a member or a third party has misrepresented his/her identity in order to enroll in the FlyAway Rewards program or perform a Rewards program transaction, Ravn Alaska may, in its sole discretion, void the transaction or delete the account.

Earning FlyAway Rewards

FlyAway Rewards points can be accrued by:

- Flying on Ravn Alaska's designated flights

Ravn Alaska reserves the right to amend or delete any or all of the means currently recognized for accruing Rewards points and to exclude specific types of transactions or tickets from the accumulation of points.

Points will accrue only in the FlyAway Rewards account of the member who actually travels.

FlyAway Rewards points cannot be combined, accrued or transferred to, from or between multiple accounts (including those of family members) or other sources into a single FlyAway Rewards account, except through an official FlyAway Rewards transfer with the Ravn Alaska reservations department.

On qualifying flights, FlyAway Rewards members will receive point credit based upon segments flown.

The following types of tickets are not eligible for accrual of FlyAway Rewards points:

- Unused tickets;
- FlyAway Rewards tickets
- Complimentary tickets
- Non-revenue travel tickets
- Reduced industry rate tickets

- Charter tickets
- Consolidator rate tickets
- Tickets that do not display a fare (e.g., AD00 Tickets; WD1B Tickets, certain bulk or wholesale tickets, etc.)
- Any ticket acquired or used in violation of these Conditions of Membership
- Any discount ticket deemed ineligible by Ravn Alaska

In addition, FlyAway Rewards points are not awarded for flights cancelled due to weather or maintenance issues.

Ravn Alaska reserves the right to determine the eligibility of new fare types for points credit as they become available.

A member who is enrolled in more than one airline's frequent flyer program may not receive points credit in more than one frequent flyer program for the same activity. Members must identify the frequent flyer program in which he/she wishes to accrue points for a particular itinerary at the time of initial booking. For example, if a member flies with one of Ravn Alaska's partner carriers, the member may elect to receive points credit in either the FlyAway Rewards program or in the other airline's plan, but must make such election and notify the operating carrier when the booking is made. Any changes made after initial booking may result in changes to eligibility and receipt of such benefits. Transferring points from one airline's frequent flyer program to another is not permitted.

It is the responsibility of the member to retain passenger receipts, boarding passes, etc. until points credit appears on a membership statement or their "My Account" page on www.flyravn.com.

The member must notify Ravn Alaska Customer Service of any discrepancies in his or her account within one year of the activity date unless a shorter time period is identified by partner. The request and supporting documentation should be sent directly to the FlyAway Rewards program department through our online form at <http://www.flyravn.com/flyaway-rewards/mileage-plan-credits>. Requests must include the member's name, FlyAway Rewards account number and supporting documentation.

Bonus Points

Ravn Alaska may offer members limited-time opportunities to accrue Bonus Points into their FlyAway Rewards account.

Redeeming FlyAway Rewards Points

Award travel space is limited and subject to certain restrictions including blackout dates and other capacity controls. Ravn Alaska cannot ensure availability of award seats on any flight, route, or date.

FlyAway Rewards tickets may include one of the following:

- Basic One-Way Travel: 50 points. These seats are limited and are available on many flights in all of the markets we serve. These seats are based on availability and space is limited.
- Basic Round-Trip Travel: 100 points. These seats are limited and are available on many flights in all of the markets we serve. These seats are based on availability and space is limited.
- Anytime One-Way Travel: 100 points. Any seat, any flight, any time as long as a seat is available.
- Anytime Round-Trip Travel: 200 points. Any seat, any flight, any time as long as a seat is available.

Ravn Alaska reserves the right to establish redemption rules and to set the number of points required to obtain Flyaway Rewards seats, which are subject to change at Ravn Alaska's sole discretion without notice. Any such changes shall apply regardless of award levels and rules in effect at the time points were accrued. The number of points required to redeem an award shall be that number of points set by Ravn Alaska when points are redeemed for the award, not when points are accrued. Notifications or changes concerning the procedures for redeeming points, accruing points, points levels, and membership rules will be published by Ravn Alaska and will be available at www.flyravn.com. Members will be deemed to accept these Conditions of Membership, in their then-current form, each time they redeem points for an award, regardless of the award levels and rules in effect at the time the points were accrued.

Points are deducted at the time an award reservation is made and an electronic award ticket issued. Any applicable taxes, fees or costs will be collected at time of ticketing.

Ravn Alaska reserves the right to charge administrative, membership or other fees associated with the FlyAway Rewards program, including point redemption fees for redemptions performed through the FlyAway Rewards reservations page on Ravn Alaska's website or through our reservations offices.

A member will not be permitted to redeem FlyAway Rewards points for an award unless he or she has the full points balance required for the award in his or her FlyAway Rewards account. Ticketing will be completed at the time of booking. Award travel must be ticketed either via the award reservations page on Ravn Alaska's website, or through Ravn Alaska Reservations. Once issued, all FlyAway Rewards points and Rewards tickets are the responsibility of the member.

Rewards tickets have no cash value and are not refundable. Service fees will apply to replace, extend, or exchange Rewards tickets, and to redeposit points into the member's account. All service fees are nonrefundable.

Travel on Rewards tickets will be subject to the tariff, contract of carriage, ticket terms and travel re-accommodation policies of the operating carrier. Passengers whose itineraries are interrupted due to irregular operations while traveling on a FlyAway Rewards ticket will be rerouted by the operating carrier.

If a change is made to a Rewards ticket reservation which requires an additional amount of points, those points must be taken from the same account from which the original award was redeemed.

Same Day Confirmed Changes and standby travel are permitted in accordance with normal rules.

Ravn Alaska FlyAway Rewards points and Rewards tickets may not be sold, purchased or bartered. Travel agents, travel arrangers and unauthorized brokers are not permitted to issue FlyAway Rewards tickets or to process or facilitate any other FlyAway Rewards transactions (including FlyAway Rewards account creation, account inquiries, and points or award ticket transfers) on behalf of others. If Ravn Alaska becomes aware that a member or a third party has misrepresented his/her identity in order to perform a FlyAway Rewards transaction, Ravn Alaska may, in its sole discretion, void the transaction. Points or award tickets issued, transferred or obtained in violation of these Conditions of Membership are voidable, in Ravn Alaska's sole discretion. The member and/or the traveler shall be liable for the full, unrestricted value of awards issued as a result of improper or fraudulent transfers or otherwise in violation of these Conditions of Membership. Ravn Alaska shall not be responsible for any inconvenience, damage or loss incurred by the member or the traveler if travel is interrupted or an award ticket is invalidated due to violation of these Conditions of Membership. Ravn Alaska reserves the right to deactivate the FlyAway Rewards account and/or remove the points from the account of any member who violates these terms until liability is fulfilled, and all other rights under applicable law to enforce these Conditions of Membership.

FlyAway Rewards members are responsible for all taxes, fees and surcharges applicable to award travel. Additionally, benefits received under the FlyAway Rewards program may be subject to taxes. Any such tax is the sole responsibility of the FlyAway Rewards member.

The name associated with the Rewards ticket in the reservation must match exactly the name on the passenger's government identification or passport.

Changes to the FlyAway Rewards Program and Member Accounts

Ravn Alaska may terminate the FlyAway Rewards program without prior notice.

Ravn Alaska may, in its sole discretion, amend the FlyAway Rewards Conditions of Membership, including terminating any member's ability to redeem points already accrued, at any time.

Any and all changes in the Conditions of Membership, including rules regarding the number of points needed for a FlyAway Rewards ticket, are retroactive and apply to all previously accumulated points.

The accumulation of points in a member's account does not entitle the member to any vested rights with respect to any specific awards or specific FlyAway Rewards benefits. In accumulating points, members may not rely upon the continued availability of any award or award level, and members may not be able to obtain awards for all destinations or flights. Ravn Alaska may, among other things:

- Change FlyAway Rewards benefits, participant affiliations, or cities served
- Limit the number of seats available for Rewards travel or otherwise restrict the continued availability of travel Rewards or special offers
- Increase or decrease the points required for a Rewards ticket
- Modify transferability of points and Rewards tickets

Account and Points Expiration

FlyAway Rewards program accounts expire after two years of inactivity. Activity in an account includes redeeming a FlyAway Rewards ticket or accruing points in the FlyAway Rewards program.

Account Information

Ravn Alaska does not mail paper FlyAway Rewards member cards, program statements or notices. Members may view current activity on Ravn Alaska's website, or may call our Customer Care department for any updates to the member's FlyAway Rewards account.

Members will be asked to confirm their identities and certain account information before Ravn Alaska Customer Care representatives may discuss account details or make any changes to such account information. However, parents may generally access information concerning their minor children unless prohibited by law, regulation or court order. If Ravn Alaska becomes aware that a member or a third party has misrepresented his/her identity in order to perform a FlyAway Rewards transaction, Ravn Alaska may, in its sole discretion, void the transaction.

Points Transfers

FlyAway Rewards points cannot be combined or accrued to, from or between multiple accounts (including those of family members) or other sources into a single FlyAway Rewards account without an official points transfer through the Ravn Alaska Reservations department. These point transfers are available for a service fee. Travel agents, travel arrangers and unauthorized brokers are not permitted to perform FlyAway Rewards points transfers or to process or facilitate any other FlyAway Rewards transactions (including FlyAway Rewards account creation, account inquiries, sale of rewards points and award ticket transfers) on behalf of others.

General Terms and Conditions

Accrued points, including purchased points, do not constitute the property of the member to whose FlyAway Rewards account the points have been posted. However, awards or accrued points do provide the member with an option to exchange such points for travel at the redemption level in effect at the time of redemption (not at the time of accrual).

Ravn Alaska reserves the right to audit FlyAway Rewards accounts at any time and without notice to the member to ensure compliance with these FlyAway Rewards Conditions of Membership and applicable conditions of carriage and/or tariffs. In the event that an audit reveals discrepancies or violations, the processing of FlyAway Rewards tickets, point accrual or redemption of accrued points may be suspended until the discrepancies or violations are resolved to Ravn Alaska's satisfaction. Ravn Alaska reserves the right to terminate the membership and/or suspend access to the FlyAway Rewards points balance of any member at any time for any reason it deems appropriate.

No benefit of FlyAway Rewards membership - including points credit, Rewards travel and elite status nominations - may be sold, purchased, or bartered. Points, certificates, tickets, or other benefits of FlyAway Rewards membership that are sold, purchased or bartered, and Rewards tickets or points that are obtained from any unauthorized source (including travel agents, travel arrangers and unauthorized brokers), are voidable, in Ravn Alaska's sole discretion. Attempts to purchase, sell or barter these products or benefits shall be considered an act of fraud against Ravn Alaska. The member and/or the traveler shall be liable for the full, unrestricted value of points issued as a result of improper or fraudulent transfers or otherwise in violation of these Conditions of Membership. Ravn Alaska reserves the right to deactivate the FlyAway Rewards account of any member involved in such activities until liability is fulfilled.

In the event a FlyAway Rewards member violates these Conditions of Membership, perpetrates a fraudulent or deceitful act against Ravn Alaska, any of its partners or any of its customers, or engages in behavior offensive to Ravn Alaska's employees, partners or customers, Ravn Alaska may, without notice and in its sole discretion, suspend the FlyAway Rewards member's account; terminate membership in the FlyAway Rewards program; cancel all previously accumulated points; refuse to transport on a temporary or permanent basis; and/or confiscate any certificates or tickets previously issued. Reinstatements are subject to an administrative fee, if Ravn Alaska elects to reinstate the account. Ravn Alaska reserves its right to seek all available damages at law and in equity that may result from a member's violation of these Conditions of Membership. **Nothing in these Conditions of Membership should be read as an attempt to override or circumvent any such foreign laws, and the FlyAway Rewards program is void where prohibited by such laws.**

Limitations on Damages

IN NO EVENT SHALL RAVN ALASKA OR THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE TO ANY MEMBER, OR ANYONE CLAIMING THROUGH A MEMBER, FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ACTS OR OMISSIONS BY RAVN ALASKA OR ANY MILEAGE PLAN PARTNER OR ANY MILEAGE PLAN MEMBER IN CONNECTION WITH THE MILEAGE PLAN. IF RAVN

ALASKA AND/OR ANY MILEAGE PLAN PARTNER IMPROPERLY DENIES A MEMBER MILEAGE CREDIT, TRAVEL AWARD OR SOME OTHER BENEFIT, THE MEMBER'S EXCLUSIVE REMEDY SHALL BE THE ISSUANCE OF THE IMPROPERLY DENIED CREDIT, AWARD OR BENEFIT, IF AVAILABLE, OR SUCH ALTERNATIVE, COMPARABLE BENEFIT AS DETERMINED BY RAVN ALASKA IN ITS SOLE DISCRETION.