

1. Introduction

The Etihad SuperSeller programme Terms and Conditions apply to the relationship between Etihad Airways and Members of Etihad SuperSeller and are intended to protect both our Members and Etihad Airways. The participation to the Etihad SuperSeller programme is subject to the present Terms and Conditions. These Terms and Conditions contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to them. The definitions are set out at the end of these Terms and Conditions. These Terms and Conditions are effective as at the date of publication. It is your responsibility to read and understand the present Terms and Conditions before applying to Etihad SuperSeller programme.

2. Membership

2.1. Enrolment

- 2.1.1. Application to join Etihad SuperSeller programme deems acceptance of all Terms and Conditions of the said programme.
- 2.1.2. Subject to local laws, application to join the programme is open only to individuals who works at a registered Travel Agency with a valid IATA number, excluding any agency engaged in selling and arranging accommodations, tours, transportation and any other services connected to trips for travellers on an online platform (OTA or Online Travel Agency).
- 2.1.3. Membership to Etihad SuperSeller programme is not open to the agency or entity where the travel agent is employed, clubs, groups or any other entity.
- 2.1.4. Membership to Etihad SuperSeller is not transferable.
- 2.1.5. To apply for membership to Etihad SuperSeller, the applying travel agent shall complete the Registration Form on <http://agents.etihad.com/en/etihad-superseller/> and provide all mandatory details and thereafter complete the SuperSeller registration form.
- 2.1.6. Each enrolment of an individual travel agent has to be submitted with a single email address i.e. two Members of the Etihad SuperSeller programme cannot share the same email address.
- 2.1.7. The Etihad SuperSeller membership will start on the date of submission of the Registration Form through the website.
- 2.1.8. Etihad Airways may accept or reject any application to join the Etihad SuperSeller programme at its sole discretion. If an application is subsequently rejected then any benefit that may have been accrued will be null and void.
- 2.1.9. It is the responsibility of the Etihad SuperSeller Member to ensure that appropriate care is taken of the Etihad SuperSeller account to prevent unauthorized access to the account.
- 2.1.10. When you enrol into the Etihad Guest programme, you will either select a secure password, or one will be supplied to you. This password will be used to authenticate Etihad SuperSeller Members wishing to perform transactions via web.
- 2.1.11. You should not disclose your password to any other person. Please make sure that your password is not written down or easily accessible.
- 2.1.12. An individual cannot have more than one Etihad SuperSeller account but may maintain his own Etihad Guest Account.
- 2.1.13. An Etihad SuperSeller account and an Etihad Guest account cannot be merged at any time.
- 2.1.14. Etihad Airways reserves the right to monitor and audit your membership and registration to the Etihad SuperSeller programme at any time to ensure compliance with the set terms & conditions.
- 2.1.15. A Family Guest or a Family Head within the Etihad Guest programme may also hold an Etihad SuperSeller account at the same time.

2.2. Cancellation of Membership

- 2.2.1. You may at any time cancel your Etihad SuperSeller membership by providing written notice to Etihad Airways. Upon receipt of the notice, we will cancel the relevant membership and all Miles in your membership account will immediately expire from the date of cancellation. Accordingly, we would like you to carefully plan all cancellations to avoid any unintentional loss of accumulated Miles.
- 2.2.2. Etihad Airways reserves the right to cancel your membership in the event of any breach of the membership Terms & Conditions. Any Reward booking made either before or after the date of breach will be subject to review, and possible cancellation by Etihad Airways.
- 2.2.3. After a period of thirty six (36) months of inactivity by you, Etihad Airways reserves the right to terminate your membership in the Etihad SuperSeller programme and to close your account without prior notice.
- 2.2.4. An Etihad Guest Account will be terminated and closed on notification of the death of the Member prior cancellation of all Miles credited on such account.
- 2.2.5. If Etihad Airways terminates or cancels your Etihad SuperSeller membership, all Etihad Guest Miles on your account are deemed to have expired and will immediately be cancelled from your membership account without further notice.

2.3. Misuse and/or Fraud

2.3.1. Any misuse of Rewards, Service Benefits, or any other features and services provided to you as an Etihad SuperSeller Member will cause your account to be closed. Misuse constitutes the following but is not limited to:

- a) Engaging in any illegal or fraudulent activities.
- b) Giving misleading information to Etihad Airways representatives and/or partners.
- c) Selling, transferring and/or purchase of any flight or non-flight Rewards, Service Benefits or Etihad Guest Miles other than in accordance with the programme Terms and Conditions.
- d) Refusing to follow instructions given by the Etihad Airways representatives in order to audit your account.

2.3.2. Etihad Airways has the right to investigate your Etihad SuperSeller account. You will be notified if any investigation requires additional information and you will have fourteen (14) days to provide the information requested. During any investigation, you may not be able to use your account for any redemption activity.

2.3.3. Etihad Airways may choose to take legal action against any Member found to be misusing their Etihad SuperSeller account and/or engaging in any fraudulent activities.

2.3.4. Individuals must always act properly and under their own responsibilities in performing their jobs and responsibilities consistent with their employee policies, legal, professional and ethical obligations.

3. Personal Data Changes

3.1.1. You must provide Etihad Airways with a correct mailing address and email address (mandatory). If you change your mailing address/email address you should notify Etihad Airways via the programme website or in writing.

3.1.2. Change of name and/or date of birth must be supported by legal documentation.

3.1.3. From time to time, the data you have furnished to Etihad Airways may be used to bring you relevant and valuable offers from Etihad Guest Partners. If you have any objection regarding the use of your data, you may request that your data be not used for such purposes.

3.1.4. If more than one Etihad SuperSeller account number has been assigned to you in error or oversight, the accounts may be combined and the miles transferred to one single account, less any duplicated bonuses or miles from the same activity. The other accounts will then be terminated.

4. Etihad Guest Miles

4.1. Earning Etihad Guest Miles

4.1.1. As Member of Etihad SuperSeller programme you may earn Etihad Guest Miles from the day you enrol in the Etihad SuperSeller programme.

4.1.2. Etihad Guest Miles will be credited against the flown activity of your valued customers so long as your APIN number is quoted in the reservation at least 24 hours prior to the customers travel.

4.1.3. All mileage and subsequent Rewards will be earned according to the terms and conditions of the Etihad SuperSeller programme. The rate of earning will be sent out in a specified communication which will be issued from time to time.

4.1.4. Etihad Airways reserves the right to make promotional offers available based on flight activity, geographic location, programme participation or information supplied by the Member.

4.1.5. Etihad Guest Miles will be issued only for qualifying flights actually flown by your customers. Details of qualifying flights will be issued regularly by Etihad Airways.

4.1.6. Only qualifying fares on Etihad Airways qualify for mileage credit. The following fare types will not qualify for mileage credit: - travel industry reduced rates, free or non revenue tickets, military or government tickets, charter flights, bus routes and any other fares that are from time to time declared by Etihad Airways to be ineligible for mileage credit.

4.1.7. Travel booked only on Etihad Airways operated and marketed flights will qualify for mileage credit under the Etihad SuperSeller programme.

4.1.8. Provided you have supplied the necessary information at least 24 hours prior to your guests travel, mileage will be credited within 7 days of the flight.

4.1.9. Payments made for applicable taxes, fees and charges imposed by government or other authorities, or by the operator of an airport, shall not contribute to any miles accrual.

4.1.10. The validity period of Etihad Guest Miles is extendable. The validity of Etihad Guest Miles will be extended based on Qualifying member activity. A Qualifying member activity extends the Etihad Guest Miles validity period by 18 months.

4.1.11. Only the Etihad SuperSeller Member may authorize the deduction of miles or issue of Rewards from the Etihad SuperSeller account.

4.2. Crediting Etihad Guest Miles

4.2.1. While Etihad Airways makes every attempt to provide accurate credit of mileage, it is a Member's responsibility to ensure that the tracking is up-to-date.

4.2.2. Etihad Guest Miles are not transferable and cannot be combined with miles of any other Etihad SuperSeller or Etihad Guest Account.

4.3. Mileage Statements

4.3.1. Mileage statements will be issued periodically at the discretion of Etihad Airways. An Etihad SuperSeller Member can also view the account information online at its discretion.

4.4. Retroactive Mileage Claims

4.4.1. Retro credits for missing transaction/s on Etihad SuperSeller programme account will not be processed.

5. Redeeming Etihad Guest Miles

5.1. General Redemption rules

5.1.1. All Rewards available in the Etihad SuperSeller programme are as specified on our website, or as per the most recent communications issued. The Rewards are subject to the terms and conditions of each Reward provider, which can be Etihad Airways, Etihad Holidays, a partner airline or a third party Merchant.

5.1.2. All Rewards are subject to availability and the Reward providers' restrictions in the Etihad Guest Reward Shop rules. The number of Etihad Guest Miles required for a Reward is subject to change. Etihad Guest may withdraw, replace or substitute Rewards at any time without notice.

5.1.3. Etihad SuperSeller Members may claim Rewards from the Reward Shop in accordance with the Etihad Guest Reward Shop Rules stated below either when an account has sufficient miles accumulated or they may contribute cash as part payment for Rewards as communicated by the most recent communications issued.

5.1.4. To the extent permitted by law Etihad Airways PJSC accepts no liability whatsoever in respect of any damage, death, delay, injury or loss arising out of or in connection with the services or Rewards supplied by Etihad Airways or an Etihad Guest Partner, or in connection with a refusal to supply a Reward by Etihad Airways or an Etihad Guest Partner. The Rewards supplied to a Member will be subject exclusively to the terms and conditions of the party supplying that Reward. Etihad Airways strongly recommends that you check the terms and conditions of Etihad Airways as appearing in the website.

5.1.5. All Terms and Conditions applicable to the Reward Shop as defined in the Etihad Guest programme are deemed applicable to the Etihad SuperSeller when redeeming miles.

5.2. Personal Information

5.2.1. The data collected through the Etihad SuperSeller programme is governed by Etihad Airways Privacy Policy which shall be deemed to be incorporated into these terms and conditions. In order for Etihad Airways to process any Reward purchase transactions or other Reward redemptions via the Reward Shop, you will have to transmit certain personal information, including your name, home and email address, phone number and, if paid in cash, credit card information. You must agree that by providing such information you consent to Etihad Airways sharing certain of that information with third party providers solely as necessary to process and complete the required transaction. Etihad Airways will maintain the confidentiality of all your communications that contain personal information and are transmitted directly to Etihad Airways. Etihad Airways shall not be liable for any wrong personal information received or obtained from you.

5.2.2. By accessing and/or using the Reward Shop, you authorize Etihad Airways to treat any person using your information (even if such person is using such information without your authorization, due to theft, mistake or otherwise), and any resulting transactions, obligations or liabilities shall be attributed to you.

5.2.3. You further acknowledge and agree that by providing Etihad Guest with any personal or proprietary information, directly or indirectly through the Reward Shop or the Etihad Guest programme, you consent to the transmission of such personal or proprietary information over international borders as necessary for processing the relevant transactions in accordance with Etihad Guest standard business practices.

5.3. Limitation of Liability

5.3.1. The information regarding Rewards and other services provided under Etihad SuperSeller on the Site or a linked Site may include inaccuracies or typographical errors, and Etihad Airways specifically disclaim any liability for such inaccuracies and errors. Other than as required under applicable laws, under no circumstance will Etihad Airways be liable for any loss or damage caused by the reliance by any Member, Administrator or Organisation on information obtained through the programme.

5.3.2. The Organisation agrees that Etihad Airways, its affiliates and any of their respective officers, directors, employers, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the use of Etihad SuperSeller. This limitation on liability includes, but is not limited to, the transmission of any virus which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, strike or other labour problems or any

force majeure. Etihad Airways cannot and do not guarantee continuous, uninterrupted or secure access to the Etihad SuperSeller Site.

5.3.3. Etihad Airways reserves the right to seek all remedies available at law and in equity for any misuse of the Etihad SuperSeller Site or the Reward Shop and/or violations of these rules, including the right to block access from a particular Internet address to the Site and to exclude you from accessing the Site.

5.4. Copy Rights/Trade Marks

5.4.1. The trademarks, logos and service marks (collectively referred to as "Marks") displayed on the Site are the property of Etihad Airways. Usage of any Marks for any purpose is prohibited including, but not limited to, the use as metatags on other pages or sites on the World Wide Web without the written permission of Etihad Airways, or such other party which may own the Marks. It is prohibited to modify, copy, distribute, transmit, display, publish, sell, license, create derivative works or using any Content available on or through the Site for commercial or public purposes.

5.5. Access to Password Protected/Secure Areas

5.5.1. Access to and use of password protected and/or secure areas of Etihad SuperSeller and the Reward Shop is restricted to the Etihad SuperSeller Members only. Unauthorized individuals attempting to access these areas of the Site or the Reward Shop may be subject to prosecution. You are responsible for maintaining the confidentiality of your personal information, including your account and password, and for restricting access to your computer to prevent unauthorized access to the Site and the Reward Shop. You agree to accept responsibility for all redemption and other activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Etihad Airways immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

6. Representations and Warranties of SuperSeller Members

6.1. Consent

6.1.1. You represent and warrant that you have obtained consent from your employing Travel Agency to open a SuperSeller account with Etihad Airways and to participate in the SuperSeller programme during the course of your employment with the Travel Agency.

6.2. Taxes

6.2.1. You acknowledge and agree that you will be responsible for and will timely report and pay when due to the relevant governmental authority any Taxes or fees imposed on any Rewards, Service Benefits or other features and services provided to you in connection with your SuperSeller account.

6.2.2. You agree to indemnify and hold harmless Etihad, its employees, agents, officers, directors, subsidiaries and affiliates, from and against:

6.2.2.1. All Taxes arising or resulting from or otherwise relating to any Rewards, Service Benefits or other features and services provided to you in connection with your SuperSeller account;

6.2.2.2. any penalties arising or resulting from your failure to timely report or pay when due to any relevant government authority Taxes imposed or assessed at any time on any Rewards, Services Benefits or other features and services provided to you in connection with your SuperSeller account; and

6.2.2.3. Any loss resulting from the breach of any representation made by you as set forth in these Programme Terms and Conditions.

6.2.3. "Taxes" for this purpose means all present and future taxes, levies, imports or duties (including, without limitation, value added taxes and stamp duties) whatsoever and whosoever imposed.

7. Auditing

7.1.1. Etihad Airways reserves the right to audit any and all Etihad SuperSeller accounts in the programme at any time and without notice to the Member to ensure compliance with the programme rules and applicable conditions of carriage and/or tariffs.

7.1.2. In the event that an audit reveals discrepancies or violations, the processing of Rewards or statement of account may be delayed until the discrepancies are resolved to the satisfaction of Etihad Airways.

8. Termination or Changes to Etihad SuperSeller

8.1.1. Etihad Airways may change the SuperSeller rules in whole or in part, at any time without notice. However Etihad Airways will make all reasonable efforts to give you prior notice of the changes.

8.1.2. Etihad Airways has the right to terminate the Etihad SuperSeller programme at any time. Etihad Airways will make all reasonable efforts to give you prior notice of the termination.

8.1.3. Etihad Airways reserves the right to interpret and apply the policies and procedures communicated in these Terms and

Conditions. All decisions by Etihad Airways shall be final and conclusive in each case. These Terms and Conditions supersede all previously published Terms and Conditions.

8.1.4. Etihad Airways in its sole judgment reserves the right to disqualify a Member from further participation in Etihad Super Seller programme and cancel all Etihad Guest Miles on the account and seek compensation for Rewards used if Etihad Airways deems the Member has engaged in a wilful misconduct or has breached any of the Terms and Conditions governing the programme including but not limited to: failure to follow Etihad SuperSeller policies and procedures, the sale or barter of Rewards or tickets, any misrepresentation of facts relating to the earning or redemption of Rewards or any other improper conduct as determined by Etihad Airways including but not limited to infraction of the tariffs of Etihad Airways or any Etihad SuperSeller Partner airline participant in the programme, any untoward behaviour with reference to any Etihad Airways employee or refusal to honour Etihad Airways employees' instructions.

8.1.5 At no time may Etihad Guest mileage credit or award tickets be purchased, sold or bartered. Any such mileage or tickets are void if transferred for cash or other consideration. Violators (including any passenger who uses a purchased or bartered award ticket) may be liable for damages. Use of award tickets that have been acquired by purchase or for any other consideration may result in the cancellation of the tickets or the passenger being denied boarding. If a trip has been started, any such travel will be at the passenger's expense on a full-fare basis. The passenger and the Member who violate these terms and conditions may also be liable to Etihad Airways for the cost of a full fare ticket for any segments flown on a sold or bartered ticket. Fraud, misrepresentation, abuse or violation of applicable rules (including, but not limited to Etihad's conditions of carriage, tariffs and Etihad Guest programme rules) is subject to appropriate administrative and/or legal action by appropriate governmental authorities and Etihad Airways. Such action may include, without limitation, the forfeiture of all award tickets, and any accrued mileage in a Member's account, as well as cancellation of the account and the Member's future participation in the Etihad Guest programme. In addition, Etihad Airways reserves the right to take an appropriate legal action to recover damages, including its attorney fees incurred in prosecuting any lawsuit.

9. Law and Jurisdiction

9.1.1. These Terms and Conditions and the relationship between Etihad Airways and each Member are governed by UAE law as applied in the Emirate of Abu Dhabi. In joining the programme, you are agreeing to submit to the exclusive jurisdiction of the UAE.

9.1.2. If in any jurisdiction, the programme, the issue of miles or the redemption of any reward is unlawful, then to the extent that the laws of that jurisdiction are applicable, the issue or redemption of miles or rewards and any related documents are void.

10. Definitions

In the above Terms & Conditions, unless the context otherwise requires,

- a) "Etihad Airways" means the national airline of the United Arab Emirates established by Emiri Decree in the Emirate of Abu Dhabi and having its principal place of business at New Airport Road, P.O.Box 35566, Abu Dhabi, United Arab Emirates.
- b) "Etihad Guest" means the programme developed and offered by Etihad Airways to reward its Members who frequently travel on Etihad Airways or with airlines that are Etihad Guest Partners and to reward Members using qualifying services/products of non-airline Etihad Guest Partners.
- c) "Etihad SuperSeller" means the programme developed and offered by Etihad Airways to reward individual travel agents (bookers) who frequently book travellers on Etihad Airways, excluding Etihad Airways Partners.
- d) "Travel Agency" means the organisations set forth in article 2.1.2, that acts as an intermediary between Etihad Airways and a Guest and/or Member.
- e) "Member" means any guest of Etihad Airways who is also enrolled in the Etihad Guest programme or Etihad SuperSeller programme as maybe specified in the relevant context.
- f) "Etihad Guest Partners" means an airline or a non-airline entity participating in the Etihad Guest programme whose qualifying services/products would earn Etihad Guest Miles, when purchased, as specified in the most recent Etihad Guest communications issued.
- g) "Reward" means the benefit a Member acquires through the Etihad Guest programme by redeeming Etihad Guest Miles in

accordance and as specified in the most recent Etihad Guest communications issued.

h) "Etihad Guest Miles" means all miles earned by travel on qualifying Etihad Airways flights, qualifying flights of Etihad Guest Partners and by purchasing their products and services in accordance with and as specified in the most recent Etihad Guest communication issued.

i) "Etihad Guest Services Centre" means any service unit identified in the Etihad Guest communications as fully authorized and equipped to provide the requisite range of services offered under the Etihad Guest programme.

j) "Family Membership" means a group membership set up as per the Terms and Conditions specified by the Etihad Guest programme having one Member nominated as the Family Head.

k) "Family Guest" means any Member belonging to a Family Membership, excluding the Family Head.

l) "Family Head" means the Member whose account is nominated to be credited with the Etihad Guest Miles of the associated Family Guests and with power and authority to transact on their behalf.

m) "Reward Shop" means an online platform through which Etihad Airways makes available certain Rewards which Etihad Guest Members may redeem against Etihad Guest Miles in accordance with the following four redemption types: Buying, Donating, Raffle and Bidding as per Etihad Guest Reward Shop rules.

n) "Site" means the Etihad SuperSeller website that holds the registration and details on the programme.