

# Terms & Conditions

Fun Miles operates and markets the Fun Miles Savings Program (FMSP) on Aruba, Bonaire, Curacao and St. Maarten. These general terms and conditions apply for all cardholders and all who make use of the program. By using the Fun Miles Card, the user declares to have taken notice of these terms and conditions, and is in agreement herewith.

## Fun Miles Savings and Redemption Program

All cardholders in the FMSP can save Fun Miles by presenting a Fun Miles card when buying goods or services from participating companies. These participants decide themselves how many Fun Miles they award. Questions or disputes with reference to the above should be dealt with directly with these companies. You can obtain free or discounted products and services from participating companies by redeeming your Fun Miles in correspondence with the underlying offer.

## Enrollment

FMSP is open to any individual or organization with a mailing address in Aruba, Bonaire, Curacao and St. Maarten. A Fun Miles welcome pack including Fun Miles card and application form is available at participating companies. The welcome pack costs ANG 10.00 once. You can start saving Fun Miles instantly. Participants enroll by filling out the application form completely and return it to one of the participating companies, or the Fun Miles office. The application form can also be filled out online via our website. Once the application form is processed and approved, Fun Miles opens a participant's account. This account has a unique number corresponding with the Fun Miles card number. A Personal Identification Number (PIN) secures the participant's card. Any additional cards with the same number are charged at ANG 10.00 / AWG 10.00 / USD 6.00 per card. All cards remain property of Fun Miles.

## Saving Miles

Saved Miles are instantly and automatically accumulated to the participant's account after processing. Fun Miles sends a statement once a year to inform cardholders of their balance. In case you feel the statement contains errors or is incomplete, you should notify Fun Miles within 30 days after receipt of the statement. In some cases, it may be necessary to surrender original proof of purchase by means of original invoice or receipt. Fun Miles reserves the right to cancel or void, at any given time, awarded Miles from an account when the underlying transaction was not paid to the issuing company, when refund on an article or service took place or in case of intentional or unintentional abuse of program privileges.

## Redeeming Miles

Saved Miles can only be redeemed after Fun Miles has received and processed a completed application form. Saved Miles can only be redeemed against discounted or free products and/or services offered by participating companies. Fun Miles will keep you informed about special offers and otherwise promotion items by means of brochures, folders and ads. All offers are subject to availability and change without prior notice. Offers or promotions always include the number of Fun Miles required. If a cardholder has insufficient Fun Miles to purchase a product or service, it is not possible to complement the total amount with cash. In relation to the product or service redeemed with Fun Miles, the general terms and conditions of that particular company apply. Participating companies are free to determine the number of Miles (or Miles & Money) required for awards. It is prohibited to transfer, sell or purchase Miles without consent of Fun Miles. Miles are not transferable into cash.

## Liability

Fun Miles is not liable for any damage caused by (unauthorized) use of the Fun Miles card and/or redemption of Miles. In addition, Fun Miles is not liable for the consequences of delay as a result of replacement of a lost, stolen or damaged card. Fun Miles is not liable for any incorrect accumulation of Miles to an account, nor is Fun Miles liable for use of the Fun Miles card by third parties. Fun Miles is not liable for changes in promotions and offers by participating companies and the quality and availability of these offers and special promotions.

## Termination of Agreement

Cardholders are entitled to discontinue participation at any given moment by informing Fun Miles in writing and by returning all Fun Miles cards issued for them. After termination, the card number will be blocked, thus no Miles can or will be accumulated to that specific account. After blockage, the accumulated Fun Miles on the account will be voided and are no longer available to the cardholder. Fun Miles reserves the right to terminate a Fun Miles account when no Miles have been accumulated for a consecutive period of 12 months, unless participant notifies Fun Miles in writing, his/her intention to continue with the program. When an account is cancelled, all Fun Miles will become void and can no longer be used. Cardholders will be reminded after a period of 9 months without activity. Any fraudulent activity in connection with the program, abuse of these terms and conditions or misrepresentation of any information will entitle Fun Miles to terminate a membership's account and cancel all previously accumulated Miles irrespective of any other rights Fun Miles might have in relation to the case.

## Correspondence

Fun Miles will send any correspondence in connection to the FMSP to the address most recently provided by cardholder. Fun Miles reserves the right to make promotional offers available to participants based on saving and redemption activity or any information supplied by the cardholder.

## Termination of the Program

Fun Miles reserves the right to terminate the FMSP at any given time. In case of termination, cardholders have the right to redeem accumulated Miles for a period of 6 months after the intention has been made public.

## Privacy Statement

We keep your personal data in our database. We treat all information with utmost confidentiality and respect government ruling on this subject. Fun Miles does not disclose personal information or addresses to third parties. Cardholders who do not wish to receive statements or any information concerning the program through mail or E-mail should notify Fun Miles in writing.

## Changes

Fun Miles reserves the right to change, discontinue or introduce new special offers and discounts made by participating companies. Fun Miles also reserves the right, without notification, to change Miles requirements for promotions and special offers. However, we will always inform cardholders to the best of our ability. Fun Miles is authorized, without notice, to change these general terms and conditions.

## Disputes

Any disputes in the context of these General Terms and Conditions can only be presented to an official court in The Netherlands Antilles or Aruba. On the Netherlands Antilles, Netherlands Antillean law and on Aruba, Aruban law is applicable on the FMSP and these General Terms and Conditions.