



## **Introduction**

These General Terms and Conditions apply to the Fun Miles Savings Program (hereinafter: FMSP) of the corporation Fun Miles Antilles N.V. (hereinafter: Fun Miles), and all participants in the FMSP are subject to these General Terms and Conditions. Fun Miles has its principal place of business in Curaçao at Kaya Adrianus 'Ad' Kooyman 42B and is listed with the Chamber of Commerce in Curaçao under number 76270. Fun Miles has branch offices in various islands. Fun Miles operates the FMSP in Aruba, Bonaire, Curacao, and St. Maarten. Participants in the FMSP can save points for acquiring certain products and services. You do this with your Fun Miles card. By participating and using this card, you declare to have taken note of these General Terms and Conditions, and you agree to the application thereof to the FMSP agreement between you and Fun Miles. Fun Miles advises you to carefully read these General Terms and Conditions before starting to save. Read these Terms and Conditions regularly on [funmiles.net](http://funmiles.net) in connection with any changes. Significant changes to these General Terms and Conditions will be published on [funmiles.net](http://funmiles.net) or be communicated to you otherwise.

## **Enrollment**

Any individual or company can participate in the FMSP. The minimum age for an individual to participate is 15 years. The Fun Miles card is enclosed in a welcome envelope that can be purchased at the affiliated partners. You can also visit the Fun Miles office to purchase a Fun Miles card. Your new Fun Miles card will be activated by using it for the first time. You should then register your card as soon as possible. This can be done online on [funmiles.net](http://funmiles.net) or by using the Mobile App. Fun Miles reserves the right to refuse your participation without stating the reasons. As soon as you are registered with Fun Miles, Fun Miles will open a Fun Miles account in your name, to which the accumulated and redeemed Fun Miles will be credited and debited. As long as you are not registered with Fun Miles, your Miles will be added under the card number. You can only redeem your accumulated Fun Miles after registration. A Fun Miles card is personal and cannot be transferred. All rights attaching to the Fun Miles card are held by Fun Miles. The participant guarantees his legal capacity as regards the points and all other values, which are registered with Fun Miles in the name of the participant. The participant is liable towards Fun Miles for all damage Fun Miles might suffer as a result of the participant not or not fully having legal capacity. The participant indemnifies Fun Miles against all consequences and all claims from third parties concerning the participant not or not fully having legal capacity.

## **Saving Fun Miles with (and without) Your card**

As a participant in the FMSP, you can save when purchasing certain products or services at the affiliated partners on presentation of your Fun Miles card. If, for reasons of force majeure, no Fun Miles can be added to your card (examples are power or communication failures), your right to the Fun Miles in question lapses. To save at some services, you have to register with the partner with your Fun Miles number, so that you do not have to show your card all the time. All partners determine themselves how many Fun Miles you can save and subject to what conditions. In principle, Fun Miles are not awarded when purchasing gift certificates/ vouchers or purchase/savings stamps, articles on which no discount may be given by law, and in case of products (fully) purchased with Fun Miles. You have to discuss any disputes in this respect with the affiliated partner in question.



### **Redeeming Fun Miles with your card**

You have the right to redeem the Fun Miles added to your Fun Miles balance for products or services offered by Fun Miles or the affiliated partners and other offerers at that time. The Fun Miles added to your Fun Miles balance can only be redeemed by you as a registered Fun Miles cardholder. This means that, with your registered Fun Miles card, you directly dispose of your Fun Miles. The Fun Miles saved by you can be redeemed at the affiliated partners for products or services against the number of Fun Miles indicated and - if applicable – on payment of an additional charge. Therefore, the Fun Miles on your card are of value. To avoid abuse, the cardholder may be asked to provide additional information when redeeming his Fun Miles. If the information provided does not correspond with the data as entered in our file, the transaction will be refused. In that case, the Fun Miles card can also be swallowed. You can then get it back again at the office of Fun Miles, after the information has been verified. In addition, the partners and offerers reserve the right to ask for proof of identity or to apply for a telephone authorization at Fun Miles. Fun Miles, the partners, and the offerers reserve the right to refuse a transaction. Therefore, you cannot derive any rights from holding a Fun Miles card.

### **What else you can do with your Fun Miles**

Fun Miles are transferable subject to conditions. The Fun Miles cannot be redeemed against cash. Fun Miles will keep you informed of the products or services you can acquire, subject to availability. You will also receive information about the number of Fun Miles you need, and which conditions apply. If you do not have sufficient Fun Miles for a certain product or service, it is not possible to purchase the item desired by you. When redeeming Fun Miles, the general terms and conditions of the offerer of the products or services will apply at all times in addition to these General Terms and Conditions. Fun Miles also regularly organizes special promotions. Special conditions may apply to this.

### **Fun Miles balance**

For an up-to-date overview of your transactions and/or balance of your Fun Miles account, you can visit [funmiles.net](http://funmiles.net), consult the Fun Miles Mobile App, ask the cashier at any Fun Miles partner, or just check the monthly newsletter. If you notice an error, inaccuracy, or incompleteness on your transaction overview, you should immediately notify Fun Miles of this in writing or visit the Fun Miles office with your receipt. You are required to do so within no more than three months after the transaction in question. You are required to cooperate in rectifying a mistake, inaccuracy or incompleteness. If you are of the opinion that the amount of Fun Miles credited or debited by a specific transaction is incorrect, you can contact the partner company where the Fun Miles were saved or redeemed. Consult [funmiles.net](http://funmiles.net) for the contact details of all affiliated partners. If you are of the opinion that your Fun Miles balance is incorrect, you can contact Fun Miles. To determine your Fun Miles balance, the information contained in the Fun Miles records will always be considered the exclusively correct reference and serve as full proof, unless you, as a participant, can prove the contrary. If you do not use the card to save or redeem during more than 1 year, your Fun Miles balance will be cancelled.



### **Loss and theft of the Fun Miles card**

In case of loss or theft of your Fun Miles card(s), we advise you to have your Fun Miles card blocked immediately. This can be done on funmiles.net, via the Mobile App, at the office of Fun Miles, or by telephone at the Fun Miles Customer Service. As soon as your Fun Miles card has been blocked, you can no longer use it to redeem. To unblock the card, you have to contact the Fun Miles office. In case of loss or theft, you, as a saver, are responsible for the unauthorized use of your Fun Miles card until it has been blocked. Unauthorized transactions after the card has been blocked are the responsibility of Fun Miles.

### **Liability**

Fun Miles, the affiliated partners, and offerors do not acknowledge any liability for any (consequential damage caused by) unauthorized use of your Fun Miles card or the fraudulent redemption of Fun Miles. If you suspect or could have suspected in reason that an erroneous credit or debit entry of Fun Miles has taken place, you are obligated to report this to the affiliated partner in question. If you redeem Fun Miles wrongly obtained, you are obligated to pay Fun Miles damages amounting to the value of the products or services purchased.

### **Changes**

Fun Miles reserves the right to add partners to or remove them from the FMSP. The partners themselves are authorized to change, remove, or add new products or services for which Fun Miles can be saved or redeemed. We will keep you informed hereof to the best of our ability. Fun Miles and its partners also reserve the right to change the number of Fun Miles required (and, if applicable, the amount of the additional charge) to be redeemed for a product or service.

### **Termination participation**

You are authorized at all times to terminate your participation in the FMSP. You can do so by notifying our Customer Service Department thereof by telephone or e-mail via info@funmiles.net, while you can destroy the Fun Miles cards in an environmentally friendly way. Fun Miles can immediately and unilaterally terminate your participation in the FMSP, if there is question of unauthorized use of a Fun Miles card or fraudulent acting by the participant. After termination, Fun Miles no longer can be credited or debited to your balance and/or to the balance of the purpose possibly chosen by you, and you will lose all Fun Miles of your Fun Miles balance. Fun Miles is authorized, subject to all our other rights, to terminate your registration taking effect immediately, and/or to cancel your Fun Miles balance and the Fun Miles added to it in case of deceit, the provision of incomplete or incorrect information, if you act contrary to these Terms and Conditions, if you abuse the rights you have as participant in the FMSP, or if you act in any other way that causes damage to Fun Miles, its employees, the affiliated partners, or other FMSP participants, including insults.

### **Termination FMSP**

Fun Miles reserves the right to terminate the FMSP at any given time. In case of termination of the FMSP, you still have nine months to redeem the Fun Miles added to your balance by spending them at offerors or affiliated partners.



### **Correspondence/change of address**

Any correspondence in connection with the FMSP will be sent to the mailing or e-mail address you most recently registered with us. In case of a change of address, the Fun Miles cardholder has to communicate this via funmiles.net or at the Fun Miles Customer Service, stating your old and new address and your Fun Miles card number.

### **Personal data**

The personal data you provide to use are included in our file. We also collect data concerning your card use. Data concerning your purchases at certain affiliated partners are also entered in the files of those companies, within the framework of saving Fun Miles. By participating in the FMSP, 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 card use. Your data will be dealt with confidentially and in accordance with the law. If you do not want to receive targeted Fun Miles offers, you can communicate this to our Customer Service by checking the corresponding box on funmiles.net or by telephone.

### **Complaints**

Despite all due care we give to our service and the FMSP, it may occur that you are not satisfied. You can inform our Customer Service of your complaint by telephone or via funmiles.net.

### **Final provisions**

Fun Miles is authorized to modify these General Terms and Conditions and will inform you thereof. After modification of the General Terms and Conditions, the previous General Terms and Conditions will cease to apply. Any disputes may only be submitted to the competent court in one of the places of business of Fun Miles and, in the absence thereof, only in Curaçao. The laws of Curaçao apply to the FMSP and these General Terms and Conditions. These (revised) General 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.