

## AMERICAN AIRLINES AADVANTAGE® MILES TERMS AND CONDITIONS

- 1. Redeeming AAdvantage<sup>®</sup> miles:
  - AAdvantage<sup>®</sup> miles certificates must be deposited into an active AAdvantage<sup>®</sup> account. American will not be responsible for lost, stolen, damaged or destroyed certificates. Certificates are valid for the term stated on each certificate. Each certificate is subject to all of the terms and conditions stated thereon, which cannot be modified or waived by Company.
  - Anyone who is not an AAdvantage<sup>®</sup> member may join at no cost online at

<u>www.aa.com/AAdvantage</u> or by calling the AAdvantage<sup>®</sup> membership desk at 1-800-882-8880. The credited AAdvantage<sup>®</sup> miles may thereafter be redeemed in any manner consistent with the Terms and Conditions of the AAdvantage<sup>®</sup> program, which are subject to change at any time without notice and can be read in full at <u>www.aa.com/AAdvantage</u> by clicking on Program Details and then click on AAdvantage<sup>®</sup> Terms and Conditions.

- All AAdvantage<sup>®</sup> policies, guidelines and fees apply.
- If AAdvantage<sup>®</sup> miles are provided for fund-raising, the fund-raising activity cannot be conducted by or in connection with a 3rd party (including, but not limited to the offering of Travel Awards on public auction web sites); provided nothing herein shall prevent the use of a 3rd party administrative entity such as may be available to charitable Companys in the conduct of a promotion.
- 2. American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and offers at any time without notice, including the right to, among other things, (1) modify or cancel any award or offer, (2) change program benefits, mileage levels or rules related to mileage credits or travel awards, or (3) add embargo dates, limit award travel seat availability, or otherwise restrict travel awards or offers. American may make these changes even if use of accumulated mileage credits or awards is affected. The accumulation of mileage credits does not entitle members to any vested rights. American Airlines further reserves the right to end the AAdvantage® program, or any of its elite status programs, upon six months' notice. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. American Airlines is not responsible for products or services offered by other participating companies. For complete AAdvantage® program details, including the elite status programs, visit www.aa.com/AAdvantage.
- 3. Company acknowledges that American may, in its sole discretion, cancel or, from time to time alter any part of the AAdvantage® program, the AAdvantage® program rules, the AAdvantage® mileage accrual structure, or any AAdvantage® award at any time and may offer supplemental award promotions; provided, however, that no such cancellation or alteration shall amend or change the terms of this Agreement. American's exercise of this right shall be without any liability, obligation or additional compensation of any kind to Company, including any liability pursuant to Section I (Indemnification).
- 4. Improper Use of AAdvantage<sup>®</sup> miles. If Award Tickets issued for AAdvantage<sup>®</sup> miles donated to Company hereunder are resold, distributed, or used for any purpose other than fulfilling the Charitable Program by Company or for other improper purposes, American may, at its option, cancel, void, refuse to honor, and/or confiscate such AAdvantage<sup>®</sup> miles and any remaining Award Tickets



issued in the possession of Company and pursue any and all other rights and remedies available under Applicable Law. Company acknowledges that distribution or use of AAdvantage<sup>®</sup> miles or Award Tickets for improper purposes will give rise to irreparable injury to American inadequately compensable in damages. Accordingly, Company agrees that American shall be entitled to obtain injunctive relief to prevent such unauthorized or improper distribution or use and/or to prevent any breach of this Agreement and/or compel specific performance.

- 5. Record Retention; Customer Service. Company will retain records concerning distribution and use of AAdvantage<sup>®</sup> miles and Award Tickets for a minimum of two years from the last date of distribution and will deliver such records to American upon request. Each record will include: name of passenger, travel date and flight numbers, airport of origin and destination, and award level code.
- 6. Company will use reasonable efforts to avoid offering, and upon American's written request will withdraw, any AAdvantage<sup>®</sup> offer that (i) promotes an American competitor's product, (ii) is inconsistent with American's marketing plans or existing exclusivity obligations to other AAdvantage<sup>®</sup> participating companies, or (iii) American or the AAdvantage<sup>®</sup> program.
- 7. AAdvantage<sup>®</sup> miles may be used for air transportation on flights operated by American Airlines or the American Eagle<sup>®</sup> carriers, **one**world<sup>®</sup> airlines or select AAdvantage<sup>®</sup> participating airlines and other awards available at AA.com/redeem. A portion of all travel booked on American Airlines may be American Eagle<sup>®</sup> service. American Eagle<sup>®</sup> service is operated by Envoy Air Inc., SkyWest Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc.
- 8. All current processing fees, passenger fees, airport fees, taxes, etc. apply per each individual award claim. American reserves the right to change fees at any time without notice. As of the date of this agreement, the following fees apply, but are not limited to:

Booking fees:

- Greater than 21 days booking fee (\$30 Domestic & \$40 International, per passenger)
- Less than 20 days 2 hours award charge (\$75 per ticket)
- Airport service charge (\$30 Domestic & \$40 International, per passenger)
- AAdvantage<sup>®</sup> miles reinstatement fee (\$150 for each certificate/ticket up to 4 one-way awards + \$25.00 USD each additional certificate/ticket from same account)
- Routing change fee (\$150 per certificate/ticket)
- Name change fees (reinstate AAdvantage<sup>®</sup> miles and re-issue with new fees)
- September 11<sup>th</sup> Security Fee of \$5.60 per one-way trip, per passenger
- Other fees such checked baggage, excess baggage, international taxes and fees, etc. apply
- 9. Misuse of the AAdvantage<sup>®</sup> miles awarded with this Agreement will result in a penalty appropriate with the severity of the infraction, and may result in the forfeiture of unused AAdvantage<sup>®</sup> miles, termination of this Agreement and reimbursement to American Airlines of an amount equal to the full First/Business/Main Cabin fare for the travel used, all is determined by American Airlines.
- 10. Travel using AAdvantage<sup>®</sup> miles is subject to governmental regulation, availability, capacity controls, embargo dates and certain other restrictions, all of which are subject to change at the sole discretion of American Airlines. Passengers are responsible for any and all insurance and for all federal, state, local and foreign taxes, if any, and for gratuities, process fees, meals, incidentals and any other unspecified expenses associated with acceptance or use of the AAdvantage<sup>®</sup> miles. Some of these



taxes, fees and other amounts may be due upon use of each individual award claim. American Airlines is not responsible for products or services offered by other participating companies. Travel and flight schedules are subject to change without notice. American Airlines is not liable for any expense incurred as a consequence of a flight cancellation or flight delay. American Airlines AAdvantage<sup>®</sup> miles are non-transferable and cannot be bartered or sold for cash, or in lieu of cash payment. For complete AAdvantage<sup>®</sup> program details, visit www.aa.com/AAdvantage.

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