

Terms and Conditions for Dana Miles



The terms and conditions are important and affect your rights as a member of the Dana Miles program. You must read these before quoting your Dana Miles membership number to Dana Air or any Program Partner. Some of the clauses may be related to other clauses, and therefore we recommend that no clause be read in isolation. Quoting your Dana Miles membership number to Dana Air or any Program Partner is considered as an acceptance of these terms and conditions.

1. Membership Agreement

These terms and conditions set out the contractual relationship between Dana Air Dana Miles and each individual member of the Dana Miles program.

2. Definitions

The definitions given here relate to the terms mentioned in the Dana Miles program, unless the context states or requires otherwise:

2.1 'Dana Air' means Dana Airlines Limited, which is a participant in the Dana Miles program as a Program Partner.

2.2 'Dana Miles program' means the loyalty and rewards program owned, managed and operated by Dana Miles offering benefits, facilities or arrangements to members by reason of their membership in the program. For the avoidance of doubt, rights and obligations of Dana Miles in these terms and conditions are rights and obligations of Dana Miles

2.3 'Dana Miles Card' and 'Membership Card' mean a Dana Miles membership card.

2.4 'Member' means a member of the Dana Miles program and whose name is printed on the card.

2.5 'Applicant' means any individual who fills in and mails the Dana Miles Enrolment Form/ Dana Miles Check-in Enrolment Card to the Dana Miles Service Centre or enrolls online from the Dana Air website: www.flydanaair.com or the Dana Air mobile application.

2.6 'Dana Miles' means the miles accumulated by a member into his/ her Dana Miles account (i) for flying on any Dana Air qualifying flight or (ii) for using Dana Miles Program Partners' services as the case may be and appearing in both cases on a statement issued by Dana Miles.

2.7 'Mileage' means the credits denominated as Dana Miles earned by a member and credited to a member's account.

2.8 'Tier Points and Tier Dana Miles are qualifiers that help Dana Miles members upgrade/ retain their respective Dana Miles tier. Tier Points and Tier Dana Miles are those earned on qualifying Dana Air flights. Members earn additional Tier Points for flights in Smart Business, Traveler Economy on Dana Air, as per the class / cabin flown .

2.9 'Partner Dana Miles' means the Dana Miles accumulated by a member into his/her Dana Miles account for using the services of the various Program Partners. These miles are not taken into consideration for determining tier status.

2.10 'Fraud' includes fraud, dishonesty and deceit and in particular:

- Knowingly supplying incorrect information, including at the time of booking, to earn Dana Miles.
- Attempting to earn Dana Miles for Sectors that have not been flown or are not eligible for Dana Miles
- Altering Dana Air or Partner documents to procure Dana Miles.
- Attempting to earn Dana Miles for sectors flown by any person other than the member.
- Using or attempting to use stolen or counterfeit tickets on Dana Air or Partner Airlines
- Attempting to earn Dana Miles more than once for the same sector.
- Selling, bartering and / or purchasing Dana Miles or Awards, including attempting to sell Awards by means of Internet-based sales or auctions
- Knowingly benefiting from the Fraud or Misconduct of another member or individual.

2.11 'Loss' means losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by members in connection with the provision of services or Awards.

2.11 'Sector' means a single direct eligible flight sector between two destinations, e.g.: Lagos - Uyo.

2.12 'Program Partner' means partners (including Airline, Code share Partners) and companies which include but are not limited to financial and insurance institutions, car rental, entertainment, hotel, lifestyle, publishing, retail, regale and telecommunication companies who provide services to Dana Miles members by reason of their membership.

2.13 'Dana Miles Award' means an Award / ticket issued to a member by Dana Miles on Dana Air or its Program Partner on redemption by the member of an appropriate part of that member's Dana Miles from his / her membership account.

2.14 'Qualifying Flight' means a Dana Air flight or a Airline Partner flight, taken with the purchase of a paid ticket against the fare that is eligible for mileage earning.

3. Membership

3.1 Membership to the Dana Miles program is open only to individuals, who are above 12 years of age at the time of joining the program.

3.2 Dana Miles reserves the right to enroll individuals with resident addresses only in certain countries and / or regions. Such countries and/ or regions are subject to change; however, reasonable advance notice will be given in circumstances where the removal of a country and / or region will affect the membership of existing members.

3.3 Membership is not open to companies, partnerships, unincorporated associations or similar entities.

3.4 Membership to Dana Miles is offered at the discretion of Dana Air and Dana Miles may refuse membership to any applicant.

3.5 To apply for membership, an individual must complete the Dana Miles Enrolment Form online at www.flydanaair.com/rewards/enroll.asp.

3.6 Membership commences as soon as the Dana Miles member is in possession of the Dana Miles membership number. However, Dana Miles are credited to the account only once the Dana Miles Service Centre receives the duly completed Enrolment Form or online application is submitted and processed.

3.7 On accumulating 9000 Tier Dana Miles, members tier will be upgraded to Silver.

3.8 Dana Miles membership numbers are non-transferable.

3.9 A member can hold only one Dana Miles account with a unique email id and unique mobile number recorded against the same. In the event that more than one account number is assigned to the same individual (duplicate accounts), Dana Miles reserves the right to merge the two accounts.

In the event wherein the same email id / mobile number is updated in more than one Dana Miles account, then all such accounts will be deactivated. Such account(s) will be activated only when the respective Dana Miles member(s) amend the respective email id's / mobile numbers such that each account has a unique email id / unique mobile number recorded against the same. Member(s) can amend their email id(s) / mobile number(s) by logging in to the respective Dana Miles account(s) online at www.flydanaair.com. Alternatively, they can send an email to the Dana Miles Service Centre via the same email id registered in the Dana Miles account. In such cases, the email id / mobile number present in any of such account's will be changed provided the email / mobile number change request is received from the same email id as reflecting in the account(s).

3.10 Misuse of Dana Miles membership cards or program benefits may result in termination of membership or withdrawal of benefits at the discretion of Dana Miles.

3.11 If benefits, facilities or arrangements are provided or made available to a member as a result of his / her membership, whether these are provided by Dana Air or by Program Partners, such a member will be personally liable for any and all costs, taxes, surcharges, fees, charges, claims or liabilities of whatever nature arising from the provision or availability of such benefits, facilities or arrangements.

3.12 The Dana Miles membership card remains at all times the property of Dana Miles, which reserves the right at any time in its absolute discretion and without giving notice to such member to refuse membership, to revoke membership or refuse or withdraw an upgrade (as applicable) to any tier of membership. The member must return his/ her Dana Miles membership card within 15 working days whenever requested by Dana Miles.

3.13 While Dana Miles will endeavor to see that the services, benefits, facilities and arrangements as expressed or advertised by Dana Air and the Program Partners will be available to the members, Dana Miles will not be liable for any loss or damage, whether direct or indirect, arising from the provision or non-provision, whether whole or part, of any such services, benefits, facilities or arrangements.

3.14 When a member seeks to use or obtain any of the services, benefits, facilities or arrangements offered, the provision of such services, benefits, facilities or arrangements will be subject to the respective terms and conditions of the provider of said benefits, facilities or arrangements.

3.15 A member must quote his/ her membership number and name as mentioned on his/ her card when booking and checking in for flights on Dana Air and/ or using the services of a program Partner. If a member fails to provide the required membership information accurately when making such booking or availing such services, this may result in the applicable Dana Miles not being credited to the member's account and Dana Air or its Program Partner will not be responsible in this regard.

3.16 Only the member is eligible to obtain information from Dana Miles relating to such membership data including but not limited to travel data, Dana Miles accumulated and class of travel flown by the member.

3.19 Dana Miles may at any time, without giving notice, change the Dana Miles Award structure by revising the Dana Miles levels required to attain a particular Dana Miles Award, stipulate a specified period during which Dana Miles cannot be redeemed; limit the number of seats available for the redemption of Dana Miles to any or all destinations or on certain specified flights; alter the number or types of journeys required to obtain a particular Dana Miles Award; change or withdraw Program Partners' affiliations; change the parties from which a Dana Miles Award may be obtained / redeemed; change the length of time after being awarded within which Dana Miles must be redeemed; impose a time limit upon the validity for redemption of any Dana Miles issued by Dana Air or any Program Partners; introduce and or review membership fees; and modify the procedures and rules relating to ticketing on redemption of Dana Miles or other aspects of the Dana Miles program.

3.17 Dana Miles reserves the right to terminate at any time, without giving any notice, throughout the world, or in a specific country, in which Dana Miles is associated with its Program Partners, the right of any or all members to earn or redeem Dana Miles.

3.18 Dana Miles shall not be liable for any loss or damage, whether direct or indirect, resulting from termination or change of, or to the Dana Miles program or any of the facilities, benefits or arrangements which are made available to members, including, without limitation, Program Partners' withdrawal or the withdrawal or limiting of any such services, benefits or facilities.

3.19 Nigerian laws govern these terms and conditions. In the event of any disputes, the appropriate court in Lagos shall have exclusive jurisdiction.

4. Enrolment

An application to join the Dana Miles program deems acceptance of all the Terms and Conditions.

4.1 Potential members may apply to enroll into the Dana Miles program through the Dana Air website www.flydanaair.com and may start to quote the Dana Miles membership number that is sent to him / her via e-mail on successful completion of the online enrolment process.

4.2. Membership, however, is not confirmed and mileage credits earned will not be honored until the online registration has been accepted and processed by Dana Miles.

4.5 Accuracy of Information

4.5.1 Applications will not be considered for enrolment if any of the details provided at the time of enrolment are found to be incorrect or non-factual.

4.5.2 An applicant for membership must supply all of the information required in the Dana Miles membership application form.

4.5.3 Dana Miles may accept or reject any application for membership in its absolute discretion. If an application for membership is rejected, then any benefit that may have earned to the applicant through the use of a temporary membership card will be null and void.

4.5.4 The personal information you have provided in the application form or will provide as a Dana Miles member:

- will be retained and used by Dana Miles to ensure the efficient running of the Program, including the crediting of Miles, the provision of membership statements and the awarding of membership levels;
- may be disclosed as required by law;
- may be used by Dana Miles to send you communications about promotions, services, products and facilities offered by Dana Miles;
- may be disclosed to a Partner of the Dana Miles program to assist that Partner in the planning and development of the Dana Miles program; and
- may be used by Partners to send you separate communications about services, products and facilities offered by that Partner.
- may otherwise be used in a manner which a member may authorize from time to time.

5. Updating Account Information

5.1 The Dana Miles member will be responsible to maintain the confidentiality of his / her own Dana Miles account.

5.2 It is the responsibility of the Dana Miles member to advise the Dana Miles Service Centre of any changes in his / her name, address or preferences in writing.

5.3 Members may also update their address and preference details directly online by logging in at www.flydanair.com. Name changes, however, cannot be made online.

5.4 Name change requests can only be made, if a written request is sent to the Dana Miles Service Centre, duly signed by the member.

5.5 Requests for changes in name should be accompanied by supporting legal documentation, as may be specified at the time of making the name change request.

5.6 Please remember not to give your Dana Miles membership account number/details, User Login ID and password to anyone.

5.7 You agree to accept responsibility for all activities that occur under your account or password.

5.8 You should take all necessary steps to ensure that the Dana Miles membership account number/details, User Log-in ID and password is kept confidential and secure and should inform Dana Miles Service Centre immediately if you have any reason to believe that the same have become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

6. Membership Status and Tier Evaluation

6.1 The Dana Miles program comprises of the Dana Miles Blue, Silver and Gold tiers.

6.2 The Dana Miles Blue tier is the entry level into the Dana Miles Program. Entitlement to the Dana Miles Gold or Silver tiers depends on the applicable level of Tier Points or Tier Dana Miles earned by members within a stipulated time period.

6.3 Dana Miles may, from time to time, change the number of Tier Points or Tier Dana Miles needed to qualify for each tier but will inform members in advance of any changes.

7. Earning of Dana Miles

Any Dana Miles account is an individual account. Only activities completed by the member will be added to the account.

7.1 On Dana Air flights, members earn Dana Miles and flight count only for travel undertaken on a qualifying Dana Air flight.

7.1.1 To earn Dana Miles, the member must quote his / her Dana Miles membership card number at the time of making the booking and also present his/ her Dana Miles membership card at the time of check-in.

7.1.2 Failure to give complete/ correct information may result in the Dana Miles due for that activity not being credited to the member's account and the member not receiving certain service benefits.

7.1.3 If a member is involuntarily rerouted by Dana Air on another carrier for reasons within Dana Air's control, and the original Dana Air flight on which the member was booked would have qualified for Dana Miles, the member may claim a Dana Miles credit by sending details, including ticket coupons and boarding pass where issued, to the Dana Miles Service Centre.

7.1.4 Dana Miles will not be awarded where the flight booked is cancelled or rerouted due to any reason beyond the control of Dana Air, including but not limited to weather delays.

7.1.5 In case a Dana Miles member is also a member of Airlines Partner's loyalty program, he / she can choose to receive Dana Miles credit in relation to any flight in only one account.

The account, in which the member wishes to have his / her activity credited, will remain the same for all the sectors of a particular itinerary.

7.1.6 The responsibility to check that Dana Miles and Activities have been properly credited lies with the Dana Miles member. This can be checked online at www.flydanair.com

7.1.7 All activities that are not tracked automatically at the time of travel may be credited later at

Dana Air's' discretion. New Enrollees and existing Dana Miles members can claim retro credit for Dana Air flights taken in the past 180 days from current date. These can be claimed online through the 'Claim Missing Miles' page.

7.1.8 In case of dispute about entitlement to mileage credit, Dana Air may require proof of travel on the relevant sector including the retained segment of the boarding pass and guest receipts for the sector claimed to have been flown.

7.1.9 If a Dana Miles member purchases an extra seat for self on a particular flight, Dana Miles will only be awarded for the primary booking. No Dana Miles will be credited for the extra seat.

7.1.10 Members are required to keep the original travel ticket and boarding pass for claiming missing Dana Miles (until the appropriate flights are reflected on their Statement).

7.1.11 Claim Missing Miles for Dana Air

Dana Miles are credited to the membership account automatically; provided the membership number is recorded at the time of booking and at check-in, and the name in the booking is in the same format as printed on the membership card. However, if there are any missing flights:

- Please wait for 6 days from your date of travel before submitting a claim
- Retro credit can be claimed for flights taken in the last 180 days from current date
- Retro claim online will not be possible if the booking name format differs from the one printed on the membership card
- Online retro credit is possible if the check-in system at the departure city is automated. Please contact Dana Miles Service Centre for updating Dana Miles for manual stations

8. Mileage Calculation

8.1 Dana Miles will be credited to the member's account based on his / her class and sector of travel.

8.2 Mileage can be accumulated only once per flight per member, regardless of the number of seats purchased. Mileage will be credited only to the member who has travelled on the flight, on the relevant sector, and not to any third party, irrespective of who has paid for the seat.

8.3 Dana Miles credit for a member's travel on Dana Air shall be based on the Dana Miles table between the cities where the member's travel begins and ends.

8.4 Mileage will be calculated between the origin and final destination.

8.5 For connecting flights Dana Miles will be credited as the total of the separate sectors of the trip. However, on direct or through flights with one or more intermediate stops, Dana Miles will be determined from the place of origin to destination of travel.

8.6 Dana Miles credit will be awarded according to the class of travel booked, regardless of the class of travel flown. Dana Miles will be awarded to the member for each journey sector flown on a qualifying flight only. The member must travel on an eligible fare to qualify for Dana Miles.

8.7 Voluntary plane changes in lieu of non-stop and / or direct flights for accumulation of additional mileage or segments are not permitted.

8.8 Members will earn Dana Miles as per the structure defined in 2.8. Any classes other than these are not eligible to earn Dana Miles.

The responsibility to check if a fare is a qualifying fare lies with the Dana Miles member.

8.9 For travel booked on discounted/promo Dana Air fares, i.e., Senior Citizen, Student, Armed Forces, etc., a reduced number of Dana Miles may be credited. Such earnings will be subject to the terms and conditions, as published with each fare offer, and which take precedence over the standard mileage earning terms and conditions as published herein.

8.10 Mileage credit is not applicable for the following:

8.10.1 Refunded, forfeited and unused tickets, including non-refundable tickets.

8.10.2 Airline employees, travel agents, tour conductors and/ or other persons travelling on non-revenue basis or travel industry/ cargo customer discount fares.

8.10.3 Free tickets of any kind (e.g., Award tickets issued under this program, tickets received in exchange for a Dana Air transportation voucher, promotional and sponsorship tickets).

8.10.4 Tickets purchased to carry excess baggage such as musical instruments/golf set/ski set or to provide extra space for the primary guest.

8.11 Account status of any member who does not record a single activity during any 365 consecutive days after enrolment or after the last flight date, will be made inactive. The member can contact the Dana Miles Service Centre to re-activate the account.

8.12 All Dana Miles accumulated in this program are valid for redemption up to 13 quarters after they have been earned. These miles include Tier Dana Miles, Promotional/Bonus Dana Miles and Partner Dana Miles.

8.13 Reporting of mileage credit and other account information.

8.13.1 Mileage statements are sent periodically to members reporting all activity recorded in their Dana Miles Account since the earlier statement sent. The summary indicates the mileage credit earned on Dana Air flights, Partner Hotels, Car Rentals and all other Program Partners of Dana Miles, as well as mileage redemption activity, if any.

8.13.2 All mileage discrepancies must be reported to the Dana Miles Service Centre within 180 days of completion of the activity.

8.13.3 All Dana Miles members will receive their mileage statement via e-mail every month.

8.14 **Reporting of account discrepancies**

8.14.1 Members are advised to retain their original ticket and boarding passes till mileage credit appears on their mileage statement and report any omissions in their Dana Miles account to the Dana Miles Service Centre via mail, e-mail or online @ www.flydanaair.com

8.14.2 Dana Miles is not responsible for the delivery of 'incoming' correspondence. Verbal notification for mileage credit discrepancies is not accepted.

8.14.3 Altered or illegible documents will not be accepted for the purpose of crediting / debiting of Dana Miles as the case maybe.

8.15 Dana Miles Expiry:

8.15.4 The tax amount payable for the award ticket is subject to variations as per the rate of exchange and government regulations. Any applicable differential Airport Departure Tax, will be payable at the respective airport before checking-in for the flight.

9. Redemption of Dana Miles

9.1 General conditions

9.1.2 Awards for travel will only be issued to and from destinations served by Dana Air and/ or Airline Partners designated at the time the ticket is issued and also at the time the ticket is used. The most direct routing must be taken.

9.1.3 Obtaining all relevant documentation (ID proof, travel permits, etc.), as required for the intended award travel, is the responsibility of the member. If not available, neither Dana Air, Airline Partners nor Dana Miles will be liable for refusal of entry into any destination by local authorities.

9.1.4 Dana Miles Award on Dana Air and its Airline Partners can be requested for both, one-way or return travel.

9.1.5 Dana Miles Awards are valid for six months from the date of issue and cannot be extended under any circumstances.

9.1.6 Partner Awards are valid only for the date printed on the face of the ticket and cannot be changed or extended under any circumstances. In addition to the standard Dana Miles terms and conditions, Partner Awards are also subject to the Airline Partners' terms and conditions, as they may apply. It is the responsibility of the member to verify the additional conditions that may apply when travelling with our Airline Partners.

9.1.7 Dana Miles Awards issued against Dana Miles are not eligible for earning mileage credit.

9.1.8 Dana Miles Awards on Dana Air may be returned to the Dana Miles Service Centre for redeposit or reissue, subject to the ticket still being valid for travel.

9.1.9 Dana Air, as well as its Airline Partners, reserve the right to limit the number of seats made available for Award travel in their absolute discretion.

9.1.10 There may be occasions when despite seats being available in commercial classes, Dana Miles seats for redemption purposes may not be available.

9.1.11 All Dana Miles Awards are subject to the rules and restrictions of the appropriate governments. For additional travel conditions or restrictions, please check with Dana Air.

9.1.12 Award tickets on Airline Partners are valid only for the dates booked and blackout dates as determined by the Airline Partner may apply.

9.1.13 There are no charges for stopovers included in an Award itinerary, where stopovers are at connecting points on the most direct route between the origin and destination.

9.1.14 Sale, purchase or barter of Dana Miles or Award tickets or any service or product offered through the Dana Miles program is not permitted and will be considered as illegal, unless the transaction is carried out by authorized Dana Air personnel. Dana Air / Dana Miles will pursue necessary action against such acts, including but not limited to legal recourse.

9.1.15 Award tickets have no monetary refund value.

9.1.16 Unused flight tickets can be used by the same guest, in sequence for the original routing, within six months from the date of original ticket issuance provided that such tickets are duly endorsed and revalidated for another date before the commencement of the intended date of travel.

9.1.17 Dana Miles member is solely responsible and liable for any redemption carried out from his/her Dana Miles account either by the member himself/herself or any other person. Dana Air will not be responsible and/or liable for any redemption carried out from member's account in any circumstances whatsoever.

10.2 **Claiming a Dana Miles Award ticket**

10.2.1 Dana Awards will be booked and issued by Dana Air ONLY. Travel agencies are not authorized to book and issue Dana Awards.

10.2.2 Dana Miles Awards are booked in a separate class and this is different for each airline.

10.2.3 When booking Award travel, members may find that although flights are not completely booked, Awards are not available. Particularly during peak periods, there may be a limited number of Award seats available on a given flight. Dana Air and its Partner Airlines reserve the right to limit the number of seats available for Award travel.

10.2.4 Open-dated Awards are not permitted for travel on Dana Air or Airline Partners.

10.2.5 Dana Awards will be issued only after the member pays the applicable taxes, surcharges, fees and any other charges as determined by the government at the time of ticketing the Dana Miles Award.

10.2.6 Members will be liable for all taxes and other charges associated with Award travel on Dana Air, , including without limitation, airport departure tax, customs fines, immigration fees, airport charges, customer user fees, agricultural inspection fees, security and insurance surcharge or other incidental fees or taxes charged by any person or relevant authority or body. For Award travel initiated on Partner Airline in addition to the above taxes and charges member will also be liable to pay the applicable fuel surcharge.

10.2.7 The guest shall also be responsible for all other expenses and any other charges, claims or liabilities arising in relation to the use of tickets for Award travel.

10.2.8 In the case of infants (under 2 years of age) travelling with a member on an Award ticket, such member shall pay the applicable revenue fare for the infant. No Award ticket will be issued for an infant.

10.2.9 Dana Miles required for children between 2 and 12 years are equivalent to Dana Miles required for an adult.

10.2.10 In case the online redemption facility is used, the booking / ticketing can be done at anytime, subject to seat availability. Reservations not ticketed within the specified time limit will be cancelled.

10.2.11 Any award PNR once processed and ready for ticketing, will be treated as a "ticketed award" and in case such an award PNR is not-ticketed or remains unutilized on the date of travel, then such a PNR would result in a No-Show and we will be unable to re-deposit the Dana Miles redeemed

10.2.12 When an adult and an accompanying child are traveling together against award tickets, it is mandatory for the child and adult to be travelling together in the same cabin, on the same flight. This holds true even if the adult is traveling on a revenue ticket and the child against an award ticket or vice-versa i.e. even in this case, the child and the accompanying adult must travel together in the same cabin, on the same flight. This is applicable for travel on Dana Air and for award tickets issued by redeeming Dana Miles for travel on Dana Miles Airline Partners.

10.2.13 Selling of award tickets (issued for travel on Dana Air or Airline Partners) is an illegal activity and will attract legal action including but not limited to suspension of your Dana Miles membership. In such an instance all Dana Miles in your account will be confiscated.

10.3 Re-issue / re-routing of Dana Miles Award

10.3.1 Once the Dana Miles Service Centre receives the Award travel request but till the same is not ticketed, no charges will be levied for any changes made, provided a written request for the change is sent to the Dana Miles Service Centre.

10.3.2 Once ticketed, a Dana Award can be changed, provided the award ticket is still valid for use. However, any change will attract a processing fee of an additional 500 Dana Miles per ticket, per passenger/guest.

10.3.3 Once ticketed, Partner Awards cannot be changed or cancelled. Once a Partner Award ticket is issued, it will be considered as utilized and no mileage re-credit will be carried out, even if the ticket is not utilized.

10.3.4 Dana Awards on Dana Air can be reissued, only if brought for reissuance to a Dana Air ticketing counter / Dana Miles Service Centre, before the intended date of travel.

10.3.5 Dana Miles redeemed for an Award ticket on Dana Air will be re-credited as long as the ticket is cancelled within its validity and prior to the travel date. The cancellation request / request to re-credit Dana Miles along with a copy of the cancelled ticket (where applicable) must be sent to the Dana Miles Service Centre.

10.3.6 A processing fee of 500 Dana Miles will be charged for a Dana Award ticket cancelled more than one hour before the departure of the flight in case of travel within Nigeria and more than 3 hours before departure in case of international travel. However, this cancellation fee is waived for our Dana Miles Gold members.

10.3.7 In case the member / guest does not wish to travel on the award ticket, he/she must contact the Reservations / Dana Miles Service Centre or any of the Dana Air ticketing counters, prior to the travel date, else the ticket would result in a No-Show.

10.3.8 No Show guests on Dana Air Award tickets (Confirmed guests who do not present themselves for their booked flight) will also attract 100% deduction of applicable mileage.

10.3.9 No Show guests on Partner Award tickets (Confirmed guests who do not present themselves for their booked flight) will be deemed as traveled and no Dana Miles will be re-credited for such tickets.

10.3.10 No change of sector/ name/ class is permitted on Dana Award tickets. The same can only be cancelled and a fresh award ticket will have to be issued. Cancellation charges of 500 Dana Miles per ticket, per passenger (guest) will be applicable.

10.3.11 Dana Miles Award reissuance does not extend validity of the tickets or the Dana Miles redeemed to issue the ticket.

10.3.12 In the event of a re-credit of any Dana Miles, if the re-credited Dana Miles are past their validity, the same will automatically expire from the Dana Miles member's account.

11 Additional Baggage Allowance on Dana Air

11.1 On Dana Air : Dana Miles members enjoy additional baggage allowance in all cabins, as follows: Dana Miles Gold – 10kg for flights within Nigeria and international flights.

12. Data Processing and Protection

12.1 By using his/ her Dana Miles membership card and / or quoting his/ her Dana Miles membership number to Dana Air and / or any Program Partners, a member consents to Dana Miles creating, maintaining and updating data that is personal to the member. Such data includes membership data like name, address, telephone number, date of birth, employer, seat preferences, etc., travel data (including without limitation, flights taken, Dana Miles accumulated and class of travel flown) and data concerning contacts with Dana Air (including without limitation, enquiries regarding membership) and will be maintained and updated for the purpose of providing relevant information and services to the member. Data will also include data

received from Program Partners about Dana Miles earned as a result of using services provided by Program Partners.

12.2 Before any data relating to a member is disclosed to the selfsame member by Dana Miles, the member may be asked security questions, which may require him / her to confirm his / her identity by providing information held by Dana Miles.

12.3 Dana Miles may disclose data relating to a member to a third person who has been nominated in writing by the member to Dana Miles in advance.

12.4 Members are responsible for the security of their Dana Miles membership account number/details, Log-in ID and passwords and shall ensure that their Dana Miles membership account number/details, User Log-in ID and passwords are not disclosed by them whether intentionally or not, so as to allow a third person to access their Dana Miles account and to make any transactions.

12.5 In an effort to provide valuable offers to members, Dana Miles develops mailing lists for use by themselves and their Program Partners. These lists are based on information provided by the member at the time of enrolment. These lists are developed under strict conditions designed to safeguard the privacy of member's information. Members will be contacted on their email address / mobile number / landline phone numbers registered in the Dana Miles account, based on their consent given at the time of enrolment or updated later on www.flydanaair.com . If a member does not wish to receive these offers, he / she may request in writing to have his/ her name removed from the said mailing lists by contacting the Dana Miles Service Centre.

12.6 As part of providing value added services to the Dana Miles members, Dana Miles in collaboration with its Program Partners reserves the right to send special offers / products to the members, based on his profile as recorded in his Dana Miles account.

12.7 Consent to receive such offers will be deemed as given, until such time that the member withdraws consent to receive mailers and offers from Dana Air and its various Program Partners by opting out of the relevant preference, either by writing to the Dana Miles Service Centre or on www.flydanaair.com . Withdrawal of consent may mean that certain services may no longer be provided to the member.

12.8 Any and all information in a member's Dana Miles account may be disclosed as required by law, including disclosures to the police, immigration and customs authorities.

13. **Audit and Disqualification**

13.1 Dana Miles reserves the right to audit any and all members' Dana Miles accounts at any time, without notice to the member(s), to ensure compliance with the rules set forth in this program handbook and the Dana Air conditions of carriage (which apply to all guests). Dana Air's Conditions of Carriage include a prohibition against actions involving fictitious multiple

bookings.

In the event that the audit reveals discrepancies or violations, the processing of Dana Miles award and mileage summaries may be delayed until the discrepancies or violations are resolved.

13.2 Violators are subject to having their Dana Miles accounts inhibited (e.g., Dana Miles may not be redeemed from an inhibited account) or penalties imposed through the deduction of Dana Miles from their Dana Miles accounts.

13.3 Dana Miles also reserves the right to disqualify any person from further participation in the Dana Miles program if, in Dana Air's sole judgment, such person has violated Dana Air's Conditions of Carriage or any of the rules described herein.

14. Termination of Membership

14.1 If the member wishes, he/ she may terminate his/ her membership by providing notice in writing. However, the member can redeem all his / her earned Dana Miles as per the validity of such Dana Miles. Any such termination does not relieve the member of any continuing obligations under these terms and conditions.

14.2 Dana Miles reserves the right at any time in its absolute discretion to terminate the membership of any member and/ or the right of any member to use the Dana Miles membership card if a member commits fraud, misconduct, or is given a banning notice. Dana Miles will write to such a member stating their membership is being terminated for this reason. Dana Miles may, in its discretion, suspend such termination and impose a reduction in tier grade and / or remove Dana Miles and / or request undertakings in respect of future conduct.

14.3 Upon the death of a member, the Dana Miles account will be closed. However, the member's legal heir, upon production of relevant documents, can redeem the Dana Miles available in the deceased's Dana Miles account till such time that they are valid for redemption. Dana Miles from the deceased's Dana Miles account cannot be transferred to another account.

15. Change / termination of the Dana Miles program

15.1 Membership enrolment and eligibility, earning Dana Miles, award travel, availability of awards and redemption are subject to the terms and conditions of the Dana Miles program and are subject to any applicable laws and regulations, including applicable IATA regulations. Dana Miles may change, add to, modify or withdraw at any time without giving notice such terms and conditions as well as any benefits provided in connection with the Dana Miles program and any special offers or promotional offers made to any tier or group of members.

15.2 Dana Miles and its Program Partners reserve the right to change Dana Miles program rules, regulations, awards travel, mileage award levels and special offers at any time without notice. This means that Dana Miles may initiate changes, for instance, impacting partner affiliations, rules for earning mileage credit, rules for redemption of Dana Air against Dana Miles, continued

availability of awards, blackout dates or limit the seats available for award travel to any or all destinations (including, but not limited to, allocating no award seats on certain flights).

15.3 Dana Air may terminate or change the ownership of the Dana Miles program at any time but will use its reasonable endeavors to inform the members. At the end of such termination or transfer of ownership of the Program, each member acknowledges that his / her right to use the services, including the earning and redemption of Dana Miles, will cease or get altered.

16. **Limitation of Liability**

16.1 Dana Miles, Dana Air and/ or Program Partners shall not be liable to any member or his / her nominee or companion, for any indirect or consequential loss, damage or expense of any kind whatsoever, arising out of or in connection with the Dana Miles program and / or the provision or the refusal to provide any benefits, whether such loss, damage or expense is caused by the negligence or otherwise, and whether Dana Miles, Dana Air and / or its Program Partners have any control over the circumstances giving rise to the claim or not.

16.2 Dana Miles will endeavor to ensure the availability of services provided by Dana Air and Program Partners but will not be liable for any loss arising from the failure by Dana Air and Program Partners to provide services.

16.3 To the extent permissible by local law or regulation, these terms and conditions shall be governed by and construed in accordance with Indian law. Dana Miles and each member submit to the non-exclusive jurisdiction of the Nigerian courts to resolve any disputes that may arise out of them.

17. Dana Miles information on www.flydanaair.com and through news letters

17.1 Dana Miles regularly reviews and updates the information on its web pages. Despite its best endeavors, it is possible that some of the information could meanwhile have become outdated. Dana Miles therefore cannot accept any responsibility for or guarantee that the information provided is up-to-date, correct and complete. Apart from this, the Dana Miles terms and conditions apply.

17.2 Moreover, Dana Miles reserves the right to make changes or additions to the information services, products and other materials provided.

17.3 Any e-communication from Dana Air or Dana Miles is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged information. If you have received the message in error, please notify the sender immediately and delete the message from your system. Any unauthorized disclosure; copying, distribution or use of the message is strictly prohibited, and if done, will result in strict legal action. The message is not guaranteed to be complete or error free. No liability is assumed for any errors and/or omissions in the contents of this message. Reasonable precautions have been taken to ensure that the message is virus-free. However, Dana Air and Dana Miles do not accept responsibility for any loss or damage arising

18 Guaranteed reservation up to 24 hours before departure

18.1 Dana Miles Gold members enjoy a guaranteed reservation* in Economy on Dana Air flights on domestic sectors within Nigeria.

18.2 Request for confirmation must be made at least 24 hours before flight departure against full-fare revenue Economy ticket.

18.3 While Dana Air will make every attempt to offer this facility, there may be occasions when due to exceptional demand on a particular flight, this guarantee may not hold good and Dana Miles will not be responsible for such unavailability.

