

SkyAlps Circle - Terms and Conditions of Participation

(Version 1 - Effective from 1 August 2026)

1. Programme Overview

1.1 The SkyAlps Circle Loyalty Programme is operated by Sky Alps S.r.l., with registered office at Piazza del Grano No. 3, 39100 Bolzano, registered with the Bolzano Companies Register under VAT number 03067170211 and REA number BZ-229344 (hereinafter the “**Programme Operator**” or “**SkyAlps**”).

1.2 The Programme rewards registered Members (as defined below) for purchases through the crediting of Award Miles, the assignment of Status Levels and associated benefits.

1.3 These General Terms and Conditions define the contractual relationship between SkyAlps and each Member. SkyAlps reserves the right to cancel, replace or modify the Programme at any time or to transfer its ownership. SkyAlps also reserves the right to amend these General Terms and Conditions and the rules governing the accrual and use of Award Miles.

2. Definitions

Unless the context otherwise requires, the expressions and terms used in these General Terms and Conditions shall have the meanings set out below.

- **Eligible Activity:** Activities approved by the Programme Operator for the crediting of Award Miles, namely Qualifying Flights completed by the Member.
- **Programme Operator or Sky Alps:** Sky Alps S.r.l., responsible for administering and managing the Programme.
- **Applicable Law:** Italian and European law, including but not limited to: (i) the Montreal Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air; (ii) Regulation (EC) No 261/2004 of the European Parliament and of the Council on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights; (iii) Regulation (EC) No 889/2002 on air carrier liability in the event of accidents; (iv) Italian Navigation Code No 327, Royal Decree No 327 of 30 March 1942, as subsequently amended; and (v) Legislative Decree No 206/2005 (Consumer Code).
- **Status Levels:** A Member's level (Member, Silver, Gold) depends on the number of Qualifying Flights completed. Upon enrolment, each Member receives **Member** status. **Silver** status is reached after 15 completed Qualifying Flights and **Gold** status after 30 completed Qualifying Flights. The services and benefits associated with each level are available on the SkyAlps website.
- **Member:** Any natural person registered in the Programme with a valid account. Only Members are entitled to use the services and benefits of the Programme.
- **Award Miles:** Miles accrued through Eligible Activities that may be redeemed for Award Flights.
- **Passenger:** Any person travelling on a flight operated by SkyAlps, whether or not that person is a Member.
- **Programme:** The SkyAlps Circle Loyalty Programme.
- **Award Flight:** An airline ticket issued in exchange for Award Miles, with any fare differences, taxes and charges provided for by the Programme payable in cash where applicable.
- **Qualifying Flight:** A SkyAlps flight booked and actually completed by the Member.

3. Eligibility for Membership and Enrolment

3.1 Membership in the Programme is available from the age of 2 (two). For minors under 18 years of age, the consent of a parent or legal guardian is required.

3.2 Members must be natural persons. Legal entities and companies are expressly excluded from membership in the Programme.

3.3 Each natural person may hold only one account in the Programme. Duplicate accounts will automatically be consolidated or closed.

3.4 The Programme has no restrictions regarding the Members' country of residence or nationality, except where required by Applicable Law. The Programme Operator may introduce regional restrictions where necessary for legal, regulatory or operational reasons and will notify affected Members with reasonable advance notice.

3.5 Personal data (name, address, date of birth, email address, etc.) must be accurate and kept up to date at all times. The Member warrants the accuracy of all information provided, which will be used by the Programme Operator in accordance with the Programme.

3.6 Membership in the Programme is discretionary and is not an entitlement. The Programme Operator reserves the right to reject enrolment applications on the basis of objective criteria, including (a) the completeness and accuracy of the information provided; (b) a history of fraud or abuse in loyalty programmes; (c) previous breaches of these Terms and Conditions; and (d) breaches of Applicable Law. Rejection must not be discriminatory and must comply with Applicable Law. Members are entitled to request the specific reasons for rejection within 30 days of notification.

3.7 Membership begins upon completion of the account registration process and acceptance of these Terms and Conditions.

3.8 By enrolling in the Programme, the Member declares that they have read and accepted these General Terms and Conditions and agrees to receive Programme-related communications at the email address provided. The Programme Operator's right to refuse membership to persons who do not meet the eligibility requirements for participation in the Programme remains unaffected.

4. Status Levels

4.1 Status Levels are obtained based on the number of Qualifying Flights completed by the Member during the Status Validity Period.

4.2 The available Status Levels are: Member, Silver Member and Gold Member.

4.3 The qualification criteria are as follows: **Member** status is assigned upon enrolment in the Programme, **Silver** status is reached after 15 Qualifying Flights and **Gold** status after 30 Qualifying Flights. The benefits associated with each Status Level are published on the Programme website and updated in accordance with Article 12 of these General Terms and Conditions.

4.4 **Status Validity Period:** The period beginning on the date the Status Level is achieved and lasting for 24 calendar months from that date or until the Member meets the qualification criteria for the next Status Level. Once the next Status Level is reached, a new Status Validity Period begins.

4.5 **Renewal:** If the requalification criteria are met within the Status Validity Period, the Status is automatically extended for a further 24 months.

4.6 **Grace Period:** Members who do not meet the renewal criteria retain their current Status Level and associated benefits for a 30-day grace period following the expiry of the Status Validity Period. At the end of the grace period, the **Member** will be downgraded to the Status Level immediately below the one previously held. A **Silver** Member will therefore be downgraded to **Member** status and a **Gold** Member to **Silver** status.

4.7 The benefits associated with a Status Level are strictly personal, have no monetary value and may not be sold, transferred, exchanged or assigned unless expressly authorised by the Programme Operator.

4.8 The Programme Operator may suspend, downgrade or revoke a Status Level in the event of fraud, abuse or a breach of these General Terms and Conditions, following written notice to the Member.

5. Accrual of Award Miles

5.1 Award Miles are accrued on the basis of Eligible Activities, the eligible base fare and, where applicable, amounts paid for ancillary services.

5.2 The following are not eligible for the crediting of Award Miles: taxes, mandatory charges, free flights, selected promotional flights, special assistance services and other categories described in greater detail on the SkyAlps website.

5.3 The Programme Operator reserves the right to verify any claim relating to the crediting of Award Miles and may request supporting documentation. Award Miles credited in error for technical, administrative or other reasons may be corrected, cancelled or debited again at any time following notice to the Member.

5.4 Retroactive claims for Award Miles may be submitted within 180 days of the Eligible Activity, subject to proof of that activity. Eligible Activities occurring more than 90 days before the enrolment date are not eligible.

5.5 Retroactive claims may be submitted starting three (3) days after completion of the relevant Eligible Activity.

6. Redemption of Award Miles

6.1 Award Flights are subject to availability and capacity controls. The Programme Operator does not guarantee the availability of any particular flight, route, date or booking class.

6.2 In the event of a flight cancellation, schedule change or other operational disruption, the Programme Operator will determine in accordance with Applicable Law whether Award Miles will be credited.

6.3 Cash + Miles and TOP-UP redemption options are not currently available.

6.4 The re-crediting of redeemed Award Miles is subject to the same fare conditions applicable to the booked SkyAlps flight. If the selected fare is refundable, the relevant Award Miles may be re-credited. Otherwise, they will not be re-credited unless the Programme Operator decides otherwise. Nominal fees communicated in advance may apply. The Member is also responsible for paying all applicable taxes, sales and after-sales fees, duties and/or surcharges associated with the issuance, modification, cancellation or use of the Award Flight (including carrier-imposed surcharges where applicable), and for obtaining all travel documents required for the Award Flight, including visas, vaccination certificates and insurance documents where applicable. It is the Member's sole responsibility to comply with all applicable laws and any other requirements specific to the country of destination of the Award Flight.

6.5 Award Miles may not be converted into cash or transferred unless expressly permitted by the Programme Operator.

6.6 Where a Member lacks legal capacity or the ability to make decisions for any reason, whether an adult or a minor, the Award Flight must be requested by the Member's representative or legal guardian.

7. Expiry of Award Miles

7.1 Award Miles expire 36 months after accrual. Information regarding the expiry of Award Miles is available to the Member at all times in their personal area, accessible through the website and mobile app.

7.2 Expired Award Miles cannot be reinstated unless required by Applicable Law or expressly authorised by the Programme Operator.

8. Statements and Communications

8.1 Members may access their account balance and transaction history through the digital channels specified by the Programme Operator (website and mobile app).

9. Account Changes, Suspension and Closure

9.1 Either party may terminate membership in the Programme at any time without penalty in accordance with these Terms and Conditions. The Member is entitled to use any Award Miles accrued up to the date of withdrawal from the Programme. A Member may request withdrawal from the Programme at any time through their personal area using the "Delete account" function.

9.2 Inactivity and Closure: Accounts that remain inactive for more than 18 consecutive months may be closed unilaterally by SkyAlps, subject to notice by email to the Member at least 30 days before closure. The Member will have the opportunity to reactivate the account within 30 days without losing accrued Miles.

9.3 Accounts may be suspended or terminated for fraud, abuse or breach of these Terms and Conditions, following written notice to the Member where reasonably possible.

9.4 Consequences of Closure: Upon closure of the account, unused Award Miles may be forfeited without compensation unless otherwise required by Applicable Law. The Programme Operator will provide at least 30 days' notice before final forfeiture.

9.5 In the event of a Member's death, upon receipt of the death certificate, the Programme Operator will close the account and cancel all accrued Miles.

10. Family Pool (optional)

10.1 The Family Pool is an optional feature that allows eligible Members to combine their Award Miles into a single shared balance.

10.2 A Family Pool must include at least one (1) adult and at least one (1) minor under eighteen (18) years of age. A Family Pool may include a maximum of seven (7) Members, of whom no more than two (2) may be adults and up to five (5) may be minors under eighteen (18) years of age.

10.3 The Family Pool Administrator must be at least eighteen (18) years of age and is responsible for managing the Family Pool in accordance with the Programme rules. Sky Alps may request supporting documentation to verify the eligibility of participants.

10.4 A Member may participate in only one Family Pool at a time. Award Miles accrued through the Family Pool do not affect qualification for or maintenance of the Member's individual Status Level.

10.5 Upon reaching eighteen (18) years of age, the minor automatically ceases to be part of the Family Pool. If the Family Pool no longer meets the minimum requirements of the Programme, it will be dissolved automatically.

10.6 A Member who voluntarily leaves a Family Pool may not join another Family Pool for a period of six (6) months from the date of departure. Award Miles already contributed to the Family Pool remain in the Family Pool balance, while Award Miles accrued thereafter will be credited to the Member's individual account.

10.7 Only verified family members (spouse, children, parents and siblings) who are enrolled in the SkyAlps Circle Programme may participate in the Family Pool. Further information on the eligibility criteria for participation in the Family Pool is available on the Sky Alps website.

11. Data Privacy and Communications

11.1 Personal data are collected, processed and analysed by the Programme Operator to administer the Programme, determine eligibility for awards and Status Levels and, where the Member has given consent, personalise Programme-related communications and offers.

11.2 Members may opt in to or opt out of marketing communications as permitted by Applicable Law at any time by changing their account preferences.

11.3 Full Privacy Notice: The full Privacy Notice is available at <https://www.skyalps.com/en/policies/privacy/>. For privacy-related questions, please contact: privacy@skyalps.com

12. Amendment, Suspension and Termination of the Programme

12.1 The Programme Operator reserves the right to modify, transfer ownership of, suspend or terminate the Programme and its components at any time (Award Miles accrual rates, redemption rules, Status Levels, benefits, etc.) for legal, regulatory, operational or commercial reasons.

12.2 Any amendment to the Programme will be communicated to Members by email and/or publication on the Programme website. If a Member does not accept the amended version of the General Terms and Conditions, the Member may terminate membership in the Programme pursuant to Article 9 of these General Terms and Conditions.

12.3 Continued participation in the Programme after the effective date of an amendment constitutes acceptance of that amendment unless otherwise required by Applicable Law or unless the Member exercises the right to withdraw at any time.

13. Limitation of Liability and Force Majeure

13.1 The Programme Operator accepts no liability for:

- (a) technical system errors resulting in incorrect Award Miles credits;
- (b) temporary unavailability of the platform due to maintenance, updates or circumstances beyond the reasonable control of the Programme Operator;
- (c) delays in the crediting of Award Miles resulting from errors attributable to third parties;
- (d) loss of Award Miles due to inactivity or a breach of data protection rules.

13.2 Force Majeure: The Programme Operator is not liable for failure to perform resulting from circumstances beyond its reasonable control, including war, insurrection, embargoes, natural disasters, pandemics, failures of critical infrastructure, sophisticated cyberattacks and government sanctions.

13.3 If flights are cancelled by SkyAlps for reasons of Force Majeure, including war, insurrection, pandemics, natural disasters, adverse weather conditions, industrial disputes or any other safety-related reason, the Member will not accrue Award Miles.

14. Applicable Law and Dispute Resolution

14.1 These General Terms and Conditions are governed by Italian law.

14.2 These General Terms and Conditions are subject to the jurisdiction of the courts at the place where the Carrier has its registered office unless mandatory provisions require the applicable law and jurisdiction to be those of the Passenger.

15. Fraud, Abuse and Sanctions

15.1 Any abuse, manipulation or fraudulent activity may result in:

- (a) immediate suspension from the Programme;
- (b) suspension of benefits and the Status Level;

- (c) forfeiture of accrued Award Miles;
- (d) permanent termination of membership.

15.2 Members may not sell, exchange or otherwise monetise Award Miles outside the Programme. The Programme Operator reserves the right to take legal action against any unlawful activity.

15.3 The Programme Operator may request appropriate documentation at any time to verify eligibility for the crediting of Miles, Status qualification, participation in the Family Pool referred to in Article 10 of these General Terms and Conditions or any other aspect of the Programme.

15.4 The Programme Operator will not award Award Miles on the basis of unused, invalid, fraudulent, lost, expired or refunded tickets.

16. Miscellaneous Provisions

16.1 No Monetary Value: Award Miles, Status Levels and Programme benefits have no monetary value, are not the property of the Member and may not be transferred except where expressly permitted by the Programme Operator.

16.2 If any provision of these General Terms and Conditions is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

16.3 These General Terms and Conditions constitute the entire agreement between the Member and the Programme Operator in relation to the Programme.

16.4 The Programme Operator may assign its rights and obligations under these General Terms and Conditions to third parties without the Member's prior consent, provided that the assignee guarantees the maintenance of an equivalent level of service.

Publication Date: 1 August 2026