SKYPASS Terms and Conditions

Enrollment

1. The SKYPASS program is open to any person in any country that is not prohibited from participation in frequent flyer programs.

2. Corporations or other entities cannot be enrolled as general members.

3. Only one person may be enrolled per SKYPASS account.

4. Members must provide full legal name to participate in the SKYPASS program.

5. Members may maintain only one SKYPASS account. In the event that more than one account number is assigned to the same individual (duplicate accounts), a request must be made to transfer the mileage to the one account that the member wishes to use. If the member has accumulated multiple or excess mileage credit as a result of having multiple accounts, Korean Air will withdraw all excess mileage from the member’s account(s) and adjust the member’s account to reflect the proper mileage amount. Duplicate accounts will be subject to cancellation at Korean Air’s discretion.

6. Except as otherwise explained below, mileage credit is not transferable and may not be combined among SKYPASS members, or conveyed by any means to anyone, including through a member’s estate, and may not pass to members’ successors and assigns. Accrued mileage credit, award tickets and upgrade awards do not constitute property of the member. Neither accrued mileage, award tickets nor and upgrade awards are transferable by the member:

7. In the case of death, the SKYPASS miles and award tickets of the deceased member will become invalid and will be considered as forfeited.

8. Retroactive credit will not be given for flights taken prior to the enrollment date.
9. The member’s registered address will determine in which regional SKYPASS program the member will participate. The rules and conditions of the regional programs may differ in accordance with the governing laws of each particular region. It is the responsibility of the member to read and understand the rules and conditions of the SKYPASS program for the region in which they are enrolled.

10. Participation in the SKYPASS program may be prohibited or restricted in some countries. Nothing in these rules and conditions should be read to override or circumvent any such foreign laws.

11. Membership in the SKYPASS program is subject to any rules and conditions that Korean Air may, at its discretion, adopt from time to time. Korean Air reserves the sole right to interpret and apply the SKYPASS rules and conditions.

12. All determinations by Korean Air shall be final and conclusive in each case. These terms and conditions supersede all previously published rules and conditions.

Membership Data Changes

1. It is the responsibility of the SKYPASS member to advise Korean Air of any change of name, email address, telephone number(s) and mailing address. Korean Air is not responsible for late, lost, or misdirected mail or any consequences thereof.

Loss of membership card

1. In the event of loss or theft of the SKYPASS membership card, it is the responsibility of the member to inform Korean Air immediately. Korean Air will not be liable for misuse of a lost or stolen SKYPASS card or any unauthorized use of a SKYPASS card.

Audit and Disqualification

1. Korean Air reserves the right to audit any and all members’ accounts at any time.
and without notice to the member to ensure compliance with the rules set forth in this program guide. In the event that an audit reveals discrepancies or violations, the processing of award certificates/tickets and statements may be delayed until the discrepancies or violations are resolved. Violators are subject to having their SKYPASS accounts inhibited (e.g., miles may not be withdrawn from an inhibited account) or penalties imposed.

2. Korean Air reserves the right to disqualify any person from further participation in the SKYPASS program or special promotions if, in Korean Air’s sole judgment, that person has violated the SKYPASS program rules and conditions.

3. Disqualification may result in termination of an individual’s membership, loss of accumulated mileage credit or the cancellation of any unused awards.

Program Changes and Termination

1. Korean Air reserves the right to change the SKYPASS program rules, regulations, terms, conditions, travel awards, mileage award levels and special offers, in whole or in part, at any time with or without notice, even though changes may affect the value of the mileage already accumulated. Korean Air may, among other things: (i) withdraw, limit, modify, or cancel any award; (ii) change program mileage levels, conditions of participation, rules for earning, redeeming, retaining or forfeiting mileage credit, or rules for the use of travel awards; (iii) add an unlimited number of blackout dates; or (iv) limit the number of seats available for award travel (including, but not limited to, allocating no seats on certain flights) or otherwise restrict the continued availability of travel awards or special offers.

2. The changes shall be considered approved if the member continues to use his/her membership card, orders or uses in any way an award or benefit offered under the SKYPASS program. If a member does not accept the changes, he/she may terminate his/her membership by writing to Korean Air local service center stating that he/she no longer wish to be a member.

3. Korean Air reserves the right to terminate the SKYPASS program entirely with six (6) months prior notice. Should a notice regarding termination be provided, further mileage accumulation will not be permitted commencing on the date the SKYPASS program is to terminate.
4. Korean Air reserves the right to send notices regarding changes to and termination of the SKYPASS program only to "active members." For purposes of these rules, "active members" are defined as those members who have accrued mileage in their account or who have redeemed any SKYPASS award by the use of mileage in their account in the previous twelve-month period. Members who are not "active members" may be excluded from receiving newsletters, statements, correspondence or other materials, including notification of program changes and termination, or special promotions from Korean Air.

5. Without limiting this section in any way, members will be taken to have received notice of any changes to or termination of the SKYPASS program if Korean Air notifies the member by any method including, but not limited to, by providing notice to the address currently listed in the member's account and/or by posting the notification on the Korean Air website(s).

6. Korean Air is not responsible for late, lost, and misdirected mail when sending any SKYPASS program related notification or materials.

Mileage Accrual

1. To receive mileage credit, individuals must be a SKYPASS member prior to travel. Members must provide their SKYPASS account number to the reservations agent or travel agent at time of reservation and again at check-in for travel on Korean Air or for any qualifying SKYPASS partner company in the program.

2. Mileage earned in Korean Air's SKYPASS program on or after July 1, 2008, is valid for a period of ten years and will expire if unredeemed. All mileage earned on or before June 30, 2008 will not expire. The ten year mileage validity period is based on the date flown on Korean Air and partner airlines. The validity period for Korean Air partners is based on the date posted to the member's account.

3. Mileage will be earned on all published fares for travel on qualifying Korean Air and partner airline flights. Certain airline tickets are not eligible for earning mileage credit. These include, without limitation, the following: all tickets issued as SKYPASS awards or complimentary tickets; 50% or more discounted tickets; companion tickets;
travel agency/industry reduced rate tickets; unpublished fare tickets; infant-ticketed flights; and any tickets issued subject to special provisions. Mileage credit will only be awarded according to the qualifying purchased fare, regardless of the actual class flown.

4. Members must actually travel to earn SKYPASS flight base mileage. Miles will not be awarded on unused, forfeited, fraudulent or refunded tickets. Only the person named on the SKYPASS account and who actually flies can earn SKYPASS mileage, even if they purchase tickets for other people. Mileage will be accumulated one time per flight per SKYPASS membership. Miles will not be awarded when a person checks in and improperly identifies under the same name as the member. Any fraudulent activity in connection with the program will entitle Korean Air, in its sole discretion, to terminate an individual membership and/or elite member status, void all mileage credit and cancel previously issued tickets, awards and certificates.

5. Mileage can be accrued only for flights, hotel stays, car rentals or other transactions actually taken or performed by the member after the member’s official enrollment date. Members may request mileage adjustments on flights or SKYPASS partner company services up to one year from the date of travel. The original boarding pass and original passenger receipt, or appropriate photocopy of hotel/car/partner receipts showing the member’s full name as it appears on the SKYPASS membership card (credit card receipts or vouchers are not acceptable), must be provided to the SKYPASS Service Center for mileage adjustment requests. Members should keep a copy of all documents for their records.

6. No mileage credit will be awarded for cancelled flights due to force majeure such as weather conditions, war, strike, riot, upheaval, aircraft maintenance and embargo, which Korean Air or other SKYPASS partner airlines cannot control.

7. Children under twelve(12) years of age is eligible for SKYPASS Junior. Once the Junior member reaches their 12th birth date, the membership will be automatically converted to a general SKYPASS membership.

8. Mileage credit transfer from any SKYPASS partner airline is not acceptable once the flight has taken place. Furthermore, the pooling or combining to or from SKYPASS to other mileage programs, including programs of SKYPASS partner
companies, will not be permitted.

9. The SKYPASS program "partners" are airlines, rental car companies, hotels, theme parks or other entities who offer SKYPASS members service discounts and who, in some instances, permit the accrual of mileage to members who use their services. SKYPASS partners and partner locations are subject to change and termination without notice by Korean Air or its partners. Korean Air is not responsible for any SKYPASS partner withdrawals, award cancellations, discontinued services, changes in any mileage levels, rules or restrictions applying to any partner's awards, or mileage accrual policies. Members should confirm partner status when making reservations.

10. Korean Air reserves the right to change or sever partnership agreements with any of its SKYPASS partners companies at any time without prior notice.

11. Members are responsible for ensuring that their mileage is properly credited. If a member believes that mileage has been earned but not credited, the member may be required to submit documentation satisfactory to Korean Air, which may include copies of ticket coupons, boarding passes, and receipts or similar documentation verifying any transactions claimed to have been performed. Any claims for mileage by the member must be received by Korean Air within one year from the date of travel. Korean Air reserves the right to correct any mileage discrepancies as deemed necessary.

12. Korean Air or any SKYPASS partner shall not be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Korean Air or any SKYPASS partner acts or omission in connection with the SKYPASS program.

SKYPASS Awards

1. Only members are allowed to redeem mileage from their individual accounts for awards.

2. All travel awards reservations and ticketing must be processed through Korean Air.
3. Award processing is subject to verification of the member's mileage balance.

4. Travel awards are subject to capacity controls and availability is limited. The availability of awards may depend on the flight date, season and destination and some flights may not have any award seats available. Once an award has been issued, tickets are non-transferable, non-endorsable, non-extendable and non-refundable (in monetary value). Two stopovers are allowed per round trip, one stopover each way. Side trips and backtracking are not permitted. Award tickets are valid for one(1) year from the date of issuance. Tickets must be used according to the itinerary. Award tickets are ineligible to earn miles.

5. SKYPASS awards cannot be combined or used in conjunction with any other promotion, coupon, discount, or special offer and are void where prohibited by law.

6. Travel award tickets are not redeemable for cash or exchangeable for revenue tickets.

7. SKYPASS members traveling on award tickets are responsible for paying all applicable taxes, fuel surcharges and fees (including Customs, inspection, immigration, security, agriculture, facility and departure/arrival charges, any administrative fee, federal inspection fees and any other governmental taxes or fees). Certain other fees may apply for handling and last minute redemption processing. Award tickets issued by the phone, or in person at a ticket office or at an airport ticket counter, are subject to a direct ticketing charge. Some fees and taxes are not refundable.

8. Members who are the parents or legal guardians of infants, on the infant's behalf, will be able to redeem mileage for award tickets and upgrade awards. The amount of mileage deducted for infants will be 10% from the amount of mileage required for adult-travel awards. Infants traveling on infant-award tickets will not occupy their own seat.

9. The amount of mileage deducted for child-travel awards will be the same amount of mileage as that required for adult-travel awards.
10. Korean Air shall not be held liable or responsible for the loss or theft of any issued award certificates, award tickets or any other awards. Korean Air shall also not be held liable or responsible for any accidents, delays, loss, or damages which may result from using postal, air courier or other delivery services to send award certificates, award tickets or other awards to members. In no event will Korean Air have any obligation to replace any lost, stolen, damaged or destroyed award certificates, award tickets or other awards.

11. The use of awards for travel on SKYPASS partner airlines is subject to the rules and conditions established by each respective partner.

Award Changes and Cancellation

1. An itinerary change is only permitted within the same region.

2. Cancellation of travel awards is only permitted within twelve (12) months from the date of issuance. Cancellations occurring after twelve (12) months will result in a mileage deduction of 10,000 miles.

3. Cancellation of upgrade awards is only permitted within the validity of the upgrade applied ticket. Cancellations occurring after the validity of ticket will result in additional mileage deduction. Cancellations occurring after twelve (12) months from the date of award issuance will result in a mileage deduction of 10,000 miles.

Prohibition of Sale or Barter

1. SKYPASS mileage or awards have no monetary value and subsequently may not be transferred, bartered, sold, or bequeathed except for the case specified in this terms and conditions.

2. The use of award tickets that have been acquired by purchase, barter, or other conduct in violation of the program rules may result in the confiscation of the tickets, denial of boarding with respect to the ticket holder and, at Korean Air's discretion, completion of the travel only upon payment of an applicable fare.