# "Air France Gift Card" - Gift Offer General Terms and Conditions

### **Preamble**

Sharegroop, a simplified joint stock company with a capital of 25,500 euros, registered with the Paris Trade and Companies Register under number 811 076 330, whose registered office is located at 55 rue Damrémont, 75018 Paris, manages and controls the financial flows of gift cards.

Air France, a public limited company with a capital of 126,748,775 euros, registered with the Bobigny Trade and Companies Register under number 420 495 178, whose registered office is located at 45 rue de Paris, 95747 Roissy Charles de Gaulle cedex, sells gift cards.

Air France would like to propose a gift offer allowing a Beneficiary, identified during the purchase, to receive an Air France gift card, via the purchase on the Air France Gift Card Site of one of these two products:

- direct purchase of an Air France Gift Card;
- creation of an Air France Money Pool, which after closing, is converted into a Gift Card for the amount collected.

#### **Article 1 - Definition**

- o Site: refers to the website <a href="https://paperplane.airfrance.com">https://paperplane.airfrance.com</a>
- Visitor: refers to the web non-user who visits the Site
- User: refers to the web user of the Site, who takes actions on the Site to purchase a Gift Card or create a Money Pool.
- The "Air France Gift Card" Gift Offer: refers to the two products offered for purchase by the Visitor: the Gift Card and the Money Pool. The 2 products ultimately take the form of a gift card number, more specifically an EMD (Electronic Miscellaneous Document) giftcard number.
- The Gift Card: refers to the "Air France Gift Card" gift card product, for a fixed amount previously decided by the sole buyer of a gift card.
- The Money Pool: refers to the "Air France Gift Card" Money Pool product, launched by an Organizer. The total amount collected will be converted into a giftcard at the end of the money pool.
- EMD Giftcard: refers to the final product offered to the Beneficiary. This is a
  gift card number, in the form of an EMD (Electronic Miscellaneous Document)
  number containing as information an amount and a last name + first name of
  the Beneficiary who may spend this amount.
- Beneficiary: refers to the person to whom the gift card will be offered. The specified/collected amount will belong to him/her.
- Organizer: refers to the Internet user who initiated the creation of a Money Pool. He/She is the creator of the Money Pool.
- Participants: refers to the web users who contribute to the Money Pool according to their chosen amount.

# **Article 2 - Purpose**

- 2.1 The purpose of these General Terms and Conditions is to define the conditions under which Sharegroop and Air France provide the User with the services of purchasing and using an "Air France Gift Card" Gift Offer.
- 2.2 The Gift Offer may be purchased either as an individual purchase (hereinafter referred to as "**The Gift Card**") or as a group purchase of a money pool (hereinafter referred to as "**The Money Pool**"). The final product purchased remains the same, a card (hereinafter referred to as the "EMD Giftcard") allowing the Beneficiary to purchase Air France services.
- 2.3 The EMD Giftcard is presented exclusively in a dematerialized, digital form. A confirmation email is sent to the customer with the EMD Giftcard number within 48 hours of purchase.

# **Article 3 - Acceptance of the General Terms and Conditions**

The General Terms and Conditions must be read carefully and accepted. By using the Site, the User declares that he/she has full legal capacity to use the Site and undertakes to use the Site only for lawful purposes and in accordance with accepted standards of morality. The use of the Site implies the acceptance of these General Conditions.

In the event of refusal of these General Conditions, the Visitor must leave the Site. Anyone who uses the Site, whether by purchasing a Gift Card, creating a Money Pool or contributing to a Money Pool, declares that they have read these Terms and Conditions and agree to be bound by them.

#### Article 4: Terms of use of the EMD Giftcard

- 4.1 The EMD Giftcard can be purchased on the Website <a href="https://paperplane.airfrance.com">https://paperplane.airfrance.com</a> under the conditions described below. The EMD Giftcard can be used in all Air France sales channels (airfrance.com website, Air France agencies) and in all travel agencies subject to acceptance by the latter.
- 4.2 The EMD Giftcard can be used toward any purchase of airline tickets sold with an Air France, KLM flight number (including paying taxes and issue fees). The EMD Giftcard can also be used toward any purchase of paid options such as baggage options, seat options, upgrades and meal options on the airfrance.com website, on sale by telephone and in travel agencies subject to acceptance by the latter of the EMD Giftcard. Airline tickets purchased with the EMD Giftcard are subject to the General Conditions of Carriage of the airline operating the flight and the fare conditions of the ticket.
- 4.3 The EMD Giftcard is personal and may only be used by an adult natural person.

- 4.4 The EMD Giftcard is not a credit card, is not rechargeable and does not offer any implied warranty. It may be used as a means of payment, on one or more occasions, during its period of validity, only for the services listed in Article 4.2 and within the limit of its loading.
- 4.5 Up to two (2) EMD Giftcards may be used for one person and three (3) per booking.
  - If the amount of the ticket is higher than the value of the EMD Giftcard, it is possible to add another payment method to pay the balance (only by credit card on the Site. The accepted credit cards are as follows: Visa, Mastercard and American Express.)
  - If the amount of the ticket is less than the value of the EMD Giftcard, then full
    payment can be made with the Card. A new EMD Giftcard with the residual
    value will then be issued and can be used later under the same conditions of
    use as the initial EMD Giftcard.
- 4.6 To determine the balance of the EMD Giftcard or in case of difficulty in using the EMD Giftcard (especially if it does not work), the Beneficiary must contact the Air France customer service by completing the form provided on the help page of the Site.

### Article 5 - Purchase of the EMD Giftcard

The EMD Giftcard can be purchased alone ("The Gift Card") or collectively ("The Money Pool")

# 5.1 In the case of an individual purchase ("The Gift Card")

The User may purchase a Gift Card for a value of 20 (twenty) euros minimum to 5000 (five thousand) euros maximum. The User indicates the desired amount of the Gift Card and the identity of the Gift Card Beneficiary. He/She then pays the chosen amount to validate the order.

# 5.2 In the case of a group purchase ("The Money Pool")

The Organizer may create a Money Pool by providing the Beneficiary's first and last name, the expiry date of the money pool which must be within 30 (thirty) days of the creation date. Participation in the money pool is from a minimum of 5 (five) euros up to a maximum of 5,000 (five thousand) euros. The creation of the Money Pool generates a participation link that the Organizer of the Money Pool can then use to share with potential participants.

When the Money Pool expires, it is automatically closed, and it is no longer possible to participate. The total amount of the Money Pool is then converted into an EMD Giftcard.

#### 5.2.1 Creating an account

The Organizer must create an account for the administration of the Money Pool. Participants are not responsible for the administration of the Money Pool and do not need to create an Account to participate.

The Organizer will be asked to create an account or login during the process of creating a Money Pool. He can also create an account via the "Login" button on the top banner of the Site, from the Site's home page.

The Organizer is solely responsible for his/her login details, consisting of a valid email address and password, as well as for the use of his/her account. Air France and Sharegroop cannot be held liable for the consequences stemming from the use of a User's login details by a third party or the loss of their login details.

Having an account also allows you to track all Air France Gift Card purchases, Money Pool or Gift Card purchases. Any User can create an Air France Gift Card account if they wish.

### 5.2.2 Administration of the Money Pool

Once the Organizer has created his/her account he/she can then:

- Change the expiry date of the Money Pool by choosing a new expiry date within 30 (thirty) days of the creation of the Money Pool.
- Close the Money Pool before the expiry date.
- Delete the Money Pool, in which case Participants will be refunded their contributions via their original payment method. Partial refund is not possible. Deletion is free of charge.

# 5.2.3 Participation in the Money Pool

The Participant may contribute to the Money Pool by paying a sum by credit card through the link shared by the Organizer. The payment platform is managed by Sharegroop's secure payment interface.

By contributing to a Money Pool, the Participant mandates the Organizer to use the amount of his/her contribution to finance the gift card that will be offered to the Beneficiary at the end of the collective purchase.

Once the payment of the contribution has been made, the Participant may not request the withdrawal of his contribution. The only case of refund is that referred to in article 5.2.2.2 when the Money Pool is deleted by the Organizer.

#### 5.2.4 Termination of an Account

The Organizer may request the termination of his/her account. To do this, he/she must inform the customer service via the support request form available on the Card Website by selecting the "Other" tab. The Organizer will then no longer have access to his/her profile page and will no longer be able to administer the Money Pools he/she has created. If Money Pools are still active, they will be deleted, and the

contribution amounts will be refunded to each of the Participants via their original payment method.

The Organizer is solely responsible for the consequences of deletion for participants.

# Article 6 - Validity of the EMD Giftcard

The EMD Giftcard is valid for 12 (twelve) months from the date of issue, unless otherwise specified locally in the country of purchase. In this case, the validity period of the EMD Giftcard may be extended by issuing a new EMD Giftcard in accordance with the law in force in the country of purchase.

At the end of the validity period, the EMD Giftcard may no longer be used. The balance remaining on the EMD Giftcard will then be lost.

#### Article 7 - Refund of the EMD Giftcard

The EMD Giftcard is non-refundable and may not be exchanged, assigned, or resold, and may not give rise to any monetary consideration except as required by law.

In the event of reimbursement of all or part of the airline tickets or other services paid for in whole or in part with the EMD Giftcard, the Beneficiary will receive a nonrefundable electronic credit note within the limit of the amount initially paid by this same means of payment but also after the application of penalties linked to the fare rules of the airline ticket, where applicable.

# Article 8 - Loss of the EMD Giftcard

The Beneficiary is responsible for the EMD Giftcard. In case of loss of the EMD Giftcard purchase confirmation email, the Beneficiary may contact customer service using the form on the Site's help page to receive a duplicate free of charge.

# **Article 9 - Complaints**

The transactions recorded by Air France's computer systems are proof of the transactions carried out using the EMD Giftcard.

In the event of a dispute about the balance of the EMD Giftcard following its use, the Beneficiary may file a complaint on the airfrance.fr website from the "Claims" section.

# Article 10 - Validity and amendments of the General Terms and Conditions

The General Terms and Conditions apply as soon as the EMD Giftcard is purchased and are valid until the balance is exhausted or the expiry date of the EMD Giftcard is reached.

Air France reserves the right to make changes to the General Conditions of the EMD Giftcard at any time. The EMD Giftcard will be subject to the General Conditions in

force at the time of your booking, unless a change to these General Conditions is required by law or by a government authority.

#### Article 11 - Personal data

The creation, use, management and refund of the EMD Giftcard may result in the collection, processing and storage of the customer's personal data. These data are intended for Air France, which reserves the right to forward them to its subcontractors, in particular Sharegroop, which is responsible for the financial flows of the EMD Giftcard. Your data will not be shared with third parties, and if information is to be shared with business partners, your prior consent will be sought. For any information relating to Air France's data security and privacy policy, customers can consult:

https://www.airfrance.fr/FR/en/common/transverse/footer/edito\_psc.htm#protection-de-vos-donnees-personnelles

# Article 12 - Purchase of a Gift Offer during a contribution matching campaign

# 12.1 Matching contributions by minimum threshold

During promotional campaigns, Air France offers an additional payment of a predefined value and for a predefined number of Gift Cards or Money Pools, based on a predefined minimum threshold amount. This additional payment is added to the value paid by the User or Organizer, if the minimum threshold amount is reached or exceeded.

In the case of a minimum threshold contribution, this additional payment is added at the moment of purchasing a EMD Giftcard. Air France reserves the right to decide for each promotional campaign the amount of the additional payment, the minimum threshold amount to benefit from it and the number of Gift Cards or Money Pools that may benefit from this contribution.

In the case of the Gift Card, this additional payment is effective as soon as the purchase is confirmed, within the limits of the available cards.

In the case of the Money Pool, this additional payment is effective if the minimum amount to benefit from the contribution has been exceeded once the money pool is closed, and within the limit of the number of matching offers available. The Money Pool must be opened during the promotional campaign period to benefit from the contribution.

### 12.2 Matching contributions by tranche

During promotional campaigns, Air France offers an additional payment of a predefined value, for a predefined number of Gift Cards or Money Pools, for each tranche of a predefined threshold amount reached. Air France can therefore add several additional payments to each new threshold amount reached.

In the case of the Gift Card, these additional payments are effective as soon as the purchase is confirmed, within the limits of the available cards, and according to the value of the Gift Card purchased.

In the case of the Money Pool, these additional payments are effective over the entire opening period of the money pool, within the limit of available cards, and according to the value of the Money Pool on the closing date. The opening of the Money Pool must be done during the promotional campaign period to benefit from the contribution.

# 12.3 Limitations on the employer contribution

Any contribution, whether per minimum threshold or per tranche, on the Gift Card or Money Pool, may never exceed the maximum value of 200 euros per Gift Card or Money Pool.

Other conditions regarding access to the contribution or its limitation may be activated during promotional campaigns (examples: a minimum number of Participants in a Money Pool, the fact that the identity of the beneficiary is different from that of the Organizer and a limited number of Gift Cards or Money Pools per buyer). This list of conditions is not exhaustive and is given for information only.

# Article 13 - Purchase of a Gift Offer with the use of a discount code

Air France may, on certain occasions, communicate discount codes valid for the purchase of a Gift Offer, only on the Gift Card, only on the Money Pool, or on both Gift Cards and Money Pool products.

The discount codes cannot be combined with each other. Only one discount code can be used per Gift Offer. The use of discount codes is subject to conditions:

- In order to benefit from the discount offered by the code, it must be added to the payment section when ordering the Gift Card or when contributing to a Money Pool. If you forget to do so at that time, we can neither cancel the order nor renew it to apply this discount code.
- Discount codes are valid for the periods specified on the documents detailing them.
- Air France reserves the right to determine the maximum number of participants who may use a discount code. This information will be specified during the campaign period.
- Discount codes from sources or third parties other than Air France cannot be taken into account.