Chapter I: GENERAL PROVISIONS

Article 1. Purposes

Specifying policies on Lotusmiles Membership as a basic legal framework that governs how Lotusmiles Members and Vietnam Airlines interact.

Article 2. Scope of Governing

This instrument governs procedures for Lotusmiles enrollment; member account updating; crediting, purchasing and transferring of miles; crediting and purchasing qualifying segments; converting miles/segments; extending miles; reinstating miles; purchasing Lotusmiles Lucky number; purchasing Lotusmiles membership cards; the granting of rewards; the upgrading and downgrading of Lotusmiles membership tiers; the maintenance and termination of Lotusmiles membership, and implementation of policies on privileges accorded to Lotusmiles members.

Article 3. Applicability

- 3.1. Individuals participating in Lotusmiles program are specified in Clause 1, Article 5.
- 3.2. Vietnam Airlines.
- 3.3. Vietnam Airlines' partners.

Article 4. Definitions and Abbreviations

As used under this instrument, the following words and expressions shall have the following meanings:

- 4.1 VNA: an abbreviation of Vietnam Airlines
- 4.2 Lotusmiles Terms and Conditions: Vietnam Airlines' terms and conditions applied for Lotusmiles members.
- 4.3 Lotusmiles: means a frequent flyer programme designed, developed and operated by VNA based on its core product which is the carriage of passengers and baggage so as to reinforce and further develop its long-term and sustained relations between VNA and its customers.
- 4.4 Partners: means any corporation, entity involving in airline business (Airline partners) and non-airline businesses such as: banks, mile distribution, hotels, travels, car rentals, telecommunication, shopping, insurance, services, healthcare, education, culture, art, entertainment (Non-airline partners) who are contracted by Lotusmiles to provide its members with added benefits in terms of services or economic values, offering its members convenience and comfort when travelling by air.
- 4.5 Member: means any individual who has successfully enrolled in Lotusmiles and received a welcome letter and a membership card number from Lotusmiles.

- 4.6 Registration Tier, Silver Tier, Titanium Tier, Gold Tier, Platinum Tier and Million Miler Tier: mean Lotusmiles membership tiers in ascending order.
- 4.7 Qualifying Period: means a period used as a basis for determining a membership tier counted from the current month back to the previous 12 months. Membership tier upgrading is considered at any time during the qualifying period when members meet tier upgrading criteria.
- 4.8 Lotusmiles products and services: includes:
 - 4.8.1. Qualifying miles/segments.
 - 4.8.2. Bonus miles.
 - 4.8.3. Extending bonus miles.
 - 4.8.4. Reinstating bonus miles.
 - 4.8.5. Transferring bonus miles between members.
 - 4.8.6. Converting bonus miles to qualifying miles/segments.
 - 4.8.7. Lotusmiles Lucky Number.
- 4.9 Membership Card: means an instrument to identify a member. Each tier of the membership card is associated with a separate design.
- 4.10 Membership Card Number: means a unique identification number for each member documented in his/her record and printed on the membership card.
- 4.11 Lotusmiles Lucky Number: means membership card number with special structure, carrying a certain meaning to members.
- 4.12 Mile: means a unit of measurement within Lotusmiles. There are two categories of mile: qualifying mile and bonus mile.
- 4.13 Qualifying Mile: means a mile used to determine the membership tier in each qualifying period.
- 4.14 Bonus Mile: means a mile which is redeemable for rewards from Lotusmiles.
- 4.15 Goodwill Mile: means a bonus mile or qualifying mile offered to the members by VNA to express its gratitude, apology or goodwill compensation under special circumstances.
- 4.16 Donation Mile: means bonus mile that members contribute to social responsibility programs and projects run annually by VNA with specific goal, scope and subject. Information on these programs and projects is published on VNA website.
- 4.17 Qualifying segment: means a segment which is credited to the member account and used as the basis for determining the membership tier in each qualifying period. Qualifying segment cannot be used to fly.
- 4.18 Member Account: means an account Lotusmiles designates for each member to contain personal information provided by the member upon joining the Lotusmiles,

- and the mileage accumulated from the member's activities: crediting miles, deducting miles for rewards, account expiry, expiration, and/or transferring miles to other account(s).
- 4.19 Award Table (Award chart): means a table indicating the mileage to be deducted for rewards under Lotusmiles.
- 4.20 Password: means a string of characters chosen by a member upon enrolling in Lotusmiles. Members may change the password by logging into his/her member account via Lotusmiles website or mobile application. The password is used to ensure that only the owner can log into his/her own member account.
- 4.21 Account Statement: means a monthly statement delivered via email to each member indicating the changes made to the member account.
- 4.22 Ticket Office: means any VNA office that sells tickets or accepts booking for VNA flights and is operated by a VNA local or offshore branch.
- 4.23 Redemption Nominee List: means a list of persons nominated by Million Miller, Platinum, Gold or Titanium Members.
- 4.24 Electronic Award Voucher: means a document issued by Lotusmiles and used as evidence for members to obtain award tickets by presenting the same to a ticket office. The award voucher shall only be valid within 45 days following its release.
- 4.25 Authorization Paper: means a document by which a member authorizes another person, on his/her behalf, to represent him/her in connection with the member account.
- 4.26 SKT: refers to any airline member of SkyTeam Alliance.
- 4.27 FFP: means a frequent flyer program.
- 4.28 Business Class Ticket: means a ticket of a special type associated with the highest standard services accorded to the passenger who uses it. These services include such things as priority seat, decent inflight meal, SkyPriority services, and extra baggage allowance, which are mentioned on www.vietnamairlines.com. Besides, with a business class ticket, miles are credited at the top accrual rate. VNA business booking classes are J, C, D, I and O with miles credited at an accrual rate according to the Business Class fare group published on VNA 's website.
- 4.29 Premium Economy Class Ticket: offers passengers a range of premium services, including enhanced seating, in-flight meals, and an additional free baggage allowance, as detailed on www.vietnamairlines.com. Passengers who purchase Premium Economy Class tickets earn miles at a lower rate than Business Class but at a higher rate than Economy Class. Premium Economy Class fares are available for booking on VNA under the classes W, Z, and U, and miles are accrued according to

- the Premium Economy Class fare group with the accrual rate published on VNA 's website.
- 4.30 Economy Class Tickets: means the standard class for passengers, with booking classes on VNA of Y, B, M, S, H, K, L, Q, N, R, T, E, G, P, A, X, and V. Passengers who purchase Economy Class tickets earn miles at a lower rate than Premium Economy Class according to the accrual rate for each Economy Class fare group published on VNA 's website.
- 4.31 ID Ticket: means an industry discount ticket issued by VNA to its staff members.
- 4.32 QCTT-XTTM-TT and CA Tickets: mean types of free or reduced ticket issued by VNA to its partners (individuals or organizations) for the purposes of advertising, marketing, business promotion and offering financial assistance directly or indirectly for the good of VNA activities in these areas.
- 4.33 Domestic Redemption Zone 1: Includes domestic Vietnam flights with a distance between the origin and destination of less than 400 miles. Domestic Award Zone 2: Includes domestic Vietnam flights with a distance between the origin and destination of 400 miles or more. (Based on TPM Ticketed Point Mileage).
- 4.34 Family account: is an account owned by a family member, including at least 02 members and maximum 10 family members.

Chapter II: TERMS AND CONDITIONS OF LOTUSMILES

Article 5. Enrollment, Accepting, Upgrading, Maintaining and Terminating Membership

5.1. Applicability

- Any individual aged 02 or older, regardless of nationality, with citizenship rights and a permanent mailing address which is not in conflict with the law of his/her home country, may apply for membership.
- The applicant is required to give his/her correct birth date and other personal information upon application.

5.2. Enrollment

5.2.1. Individuals wishing to become members of the Lotusmiles program may access the website www.vietnamairlines.com or the VNA mobile app and follow the instructions to join the Lotusmiles Program. Alternatively, they may register at Vietnam Airlines branches, with certain Partners, or through other channels (if available). Membership accounts for children between the ages of 2 and under 16 are created from the accounts of their biological parents, adoptive parents, or legally recognized guardians.

- 5.2.2. Each person may create only one Lotusmiles account. Following successful enrolment, a welcome email will be sent to the applicant's email address informing his/her membership card number. A member is responsible for resetting the member account password after successful registration and making a secret of his/her own card number without making it known to any other person(s).
- 5.2.3. An individual is not allowed to create an account for any other person without that person's authorization or permission except in the case of children's accounts which are created by biological parents/adopted parents/guardians recognized by law.
- 5.2.4. Members are required to keep their membership card numbers and inform VNA and its partners of the card numbers when using their services and products.
- 5.2.5. Members are required to register their relevant contact addresses, emails, telephone numbers and identification/passport at the time they enroll in Lotusmiles and are legally responsible for such information. Members aged 16 and over are also responsible for modifying and/or updating personal information and contact information when there is a change by accessing their account at www.vietnamairlines.com, Vietnam Airlines mobile application or by direct contact with any VNA ticket office or via VNA customer care phone number. Each email, each mobile phone number can only be used for one Lotusmiles account, except for cases where biological parents/adopted parents/legally recognized guardians register for children under 16 years old.
- 5.2.6. VNA may request additional relevant information from Members to better serve their needs. Depending on the specific channel or program, VNA may proactively request information when an individual register for a Membership account. The information request complies with VNA's Privacy Policy posted on www.vietnamairlines.com.

5.3. Membership Tier Eligibility and Recognition of Membership and Membership Tier

- 5.3.1. The Registration membership tier shall be recognized after the applicant fully fills in the registration form on website www.vietnamairlines.com or Vietnam Airlines mobile application and VNA shall inform the applicant of his/her membership card number immediately after successful registration.
- 5.3.2. A Registration membership tier shall be upgraded to the Silver tier either after the qualifying miles of the first flight are updated to such member's account or after the member uses VNA partners' products or services provided that such use qualifies for the upgrade.
- 5.3.3. The Titanium membership tier shall be recognized after a minimum of 15,000 qualifying miles are accumulated or 18 qualifying segments are completed during

- the qualifying period. Alternatively, membership can be achieved by utilizing VNA Partner's products or services that meet the Titanium upgrade criteria.
- 5.3.4. The Gold membership tier shall be recognized either after no less than 30,000 qualifying miles are accumulated within the qualifying period or after 27 qualifying segments are taken or after VNA partners' products or services are used provided that such use qualifies for the upgrade to Gold tier.
- 5.3.5. The Platinum membership tier shall be recognized after no less than 50,000 qualifying miles are accumulated within the qualifying period or after 45 qualifying segments are taken.
- 5.3.6. Million Milers (MM) are the most senior members with the most contributions to VNA. Members need to accumulate at least 1 million qualifying miles, not including promotional miles from VN flights, operated by Vietnam Airlines since joining Lotusmiles Program and verified by Vietnam Airlines.
- 5.3.7. A specific membership tier may be upgraded to Silver tier, Titanium tier, Gold tier or Platinum tier depending on respective cooperation agreement(s) between Lotusmiles and its non-airline partner(s), which can be found on website www.vietnamairlines.com, and the upgrade shall be periodically informed to the relevant member.
- 5.3.8. Membership tiers, Membership cards shall not be transferred, inherited or mortgaged unless specified in some sale programs and announced on the Lotusmiles Program's communication channels.

5.4. Maintaining Membership Tiers

- 5.4.1. Members holding membership tiers, within each qualifying period, must continue to take qualifying flights or use VNA partners' products and/or services in order to maintain their tiers in accordance with the respective eligibility criteria set forth under Article 5.3 hereof.
- 5.4.2. At the end of each qualifying period, members of Titanium, Gold and Platinum tiers who do not qualify the criteria to maintain their respective tiers shall be downgraded to either a lower tier corresponding to the qualifying miles/segments accrued in the qualifying period or to the Silver tier.
- 5.4.3. As Registration, Silver and Million Miler tiers have no expiry date except cases of membership termination specified in Article 5.5 hereunder.
- 5.4.4. Membership tier of female members are maintained in the case of childbirth. The mother of a baby with a Platinum, Gold or Titanium card that has been downgraded within 1 year of the baby's birth will be extended by 12 months from the date of downgrade and rounded up to the last day of the 12th month. For example, if a female

member gives birth on October 15, 2023, and their Gold tier card experiences a downgrade on July 1, 2024, within the period from October 15, 2023, to October 15, 2024, the Gold tier status will be extended to July 31, 2025.

5.5. Termination of Membership

The Lotusmiles membership may be terminated under the following circumstances:

- 5.5.1. At the member's discretion.
- 5.5.2. Death of the member.
- 5.5.3. Member's account showing evidences of misuse of member account, of violation against Article 12.2, or violation against Article 5.1, 5.2, 5.6.2, Article 6.1.8, Article 7.9.17, Article 8.3.2, 8.3.6 of Chapter II of the Terms and Conditions.
- 5.5.4. Member's commitment of acts detrimental to Lotusmiles, VNA, and/or VNA's partner(s) in terms of finance, data, images and trademark, except in the case of no fault of the Member.
- 5.5.5. Member's commitment of offensive, violent acts against VNA staff.
- 5.5.6. Member's commitment of acts that threaten the aviation security.
- 5.5.7. Under any circumstances, the remaining miles in the member's account shall be removed upon termination of the membership and shall not be transferred to any other member.

5.6. Member Account Inspection and Control

- 5.6.1. A member's account may be subjected to inspection and control at any time without prior notice in order to ensure strict compliance with the Lotusmiles regulations.
- 5.6.2. Any inconsistency or doubt of non-compliance with the Lotusmiles terms and conditions arising from a member's account shall lead to such member's being temporarily prohibited from claiming awards and crediting miles/segments while such inconsistency or non-compliance is being verified.
 - Should it be determined, as a result of verification, that the miles/segments were credited by acts of fraudulence, the miles/segments so fraudulently credited shall be revoked, the member's account shall be closed and the membership shall be terminated.
 - ii. Should it be determined that the miles/segments were credited as a result of system errors (e.g. inaccurate accumulation of miles/segments, VNA's partners' report of inaccurate data of mile accumulation) the miles/segments so credited shall be revoked and members shall be informed of such irregularities.
 - iii. Should it be determined that the miles/segments were legitimately credited based on evidence collected by VNA or flight documents provided by members

- (specified in Paragraphs 5.6.5 of this Article) or invoices issued by VNA's non-airline partner(s), no later than two working days following the verification, the member account in question shall be reopened for crediting miles/segments and claiming awards.
- 5.6.3. Should any fraudulent acts be detected in a member's account, such member's information shall be provided to the competent authority for handling in accordance with the applicable laws.
- 5.6.4. Members shall have the right to request access to their member account information such as personal information, history of miles/segments crediting and award granting within two preceding years until the date on which such request is received by VNA.
- 5.6.5. Members are required to keep their flight documents (electronic tickets, boarding passes, ticket receipts), invoices issued by VNA's non-airline partner(s) for purchase of their services in order to verify their miles/segments accumulation in case of doubt about fraudulent accumulation in the members' account(s).

Article 6. Service Privileges

6.1. General Principles

- 6.1.1. Services privileges are only available to members on VNA scheduled flights which have the carrier code of VN and are operated by VNA and on SKT flights. For charter flights, it depends on the ability to provide services at the airports.
- 6.1.2. For flights operated under the cooperation between VNA and other airlines (with the carrier code of VN), services privileges are only available to members on the such flights that are specified under the codeshare/ joint venture agreements, which is notified from time to time.
- 6.1.3. The extent of privileges to which members and other VNA passengers are entitled shall be informed by Lotusmiles to members on <u>www.vietnamairlines.com</u> or via email from time to time.
- 6.1.4. Members of Silver, Titanium, Gold, Platinum and Million Miles tiers shall be entitled to the respective services privileges within the validity of the member cards.
- 6.1.5. In addition to the services privileges offered on VNA flights, holders of Lotusmiles member cards, when flying on any SKT airline, shall also be entitled to the services privileges respectively available to the Elite and Elite Plus tiers as prescribed on www.skyteam.com (members of the Elite Plus tier are entitled to more privileges than those of the Elite tier). The Lotusmiles membership tiers are corresponding to the Elite and Elite Plus tiers of the SKT Alliance as follows:

Tier	Corresponding SKT tier
Million Miler	Elite Plus
Platinum	Elite Plus
Gold	Elite
Titanium	Elite
Silver	Non-applicable
Registration	Non-applicable

- 6.1.6. For irregularities such as: cancellation, delay, overbooking or others caused by VNA, passengers with award tickets shall be entitled to the same services accorded to passengers with purchased tickets.
- 6.1.7. In case a Member holds two loyalty program membership cards from airlines within and outside the SKT alliance (including VNA), the Member shall only use a single loyalty program membership card to accumulate miles/segments and receive service benefits on a single flight.
- 6.1.8. Members are required to present their membership cards upon booking of ticket, reservation of seat and check in to be entitled to service privileges afforded to their tiers. Use of any other member's card is strictly.

6.2. Structure of Service Privileges

- 6.2.1. Privileges available to members on VNA flights: Members on VNA scheduled flights and charter flights with the carrier code of VN and operated by Vietnam Airlines shall be entitled to the services privileges specified on www.vietnamairlines.com.
- 6.2.2. Privileges available to members on SKT flights are outlined by the SKT Alliance on www.skyteam.com.
- 6.2.3. Privileges available to members on flights of other airlines are specified in the specific cooperation agreement between VNA and a particular airline with terms and conditions on services provided to Lotusmiles members, which the members shall be informed of, and/or can be found on www.vietnamairlines.com, and/or via email periodically.

Article 7. Earning Miles, Segments

7.1. Flight Miles/Segments Calculation Formula

7.1.1. Qualifying Miles = Flight distance * Accrual rate according to fare group.

- 7.1.2. Qualifying Segments = 1*Accrual rate of the qualifying segment
- 7.1.3. Bonus Miles = Flight distance * Accrual rate according to fare group * Tier bonus rate.

7.2. Earning Qualifying Miles

- 7.2.1. Purchasing tickets for and taking the following flights:
- i. Regular and charter flights operated and marketed by VNA (VN*/VN).
- ii. Flights operated and marketed by SKT (SKT*/SKT).
- iii. Flights operated by SKT and marketed by VNA (VN*/SKT).
- iv. Flights operated by VNA and marketed by SKT (SKT*/VN).
- v. Flights operated by any other airline and marketed by VNA, which members are informed of periodically (VN*/0V; VN*/BL; VN*/K6).
- vi. Flights operated and marketed by Pacific Airlines (BL*/BL).
- vii. Flights operated by any airline other than SKT but in FFP cooperation with VNA, which members shall be informed of periodically.
 - 7.2.2. Use of products and services offered by other partners (banks, hotels, telecommunication, etc.,) is specified under a specific Lotusmiles cooperation agreement between VNA and a particular partner, which members shall be informed of periodically.
 - 7.2.3. Participating in VNA special sales programs.
 - 7.2.4. Purchasing Qualifying Miles/Segments, and convert Bonus Miles to Qualifying Miles/Segments in the Lotusmiles Program.

7.3. Earning Qualifying Segments

- 7.3.1. Purchasing tickets for and taking the following flights:
- i. Regular and charter flights operated and marketed by VNA (VN*/VN).
- ii. Flights operated and marketed by SKT (SKT*/SKT).
- iii. Flights operated by SKT and marketed by VNA (VN*/SKT).
- iv. Flights operated by VNA and marketed by SKT (SKT*/VN).
- v. Flights operated by any other airline and marketed by VNA, which members are informed of periodically (VN*/0V; VN*/BL; VN*/K6).
- vi. Flights operated and marketed by Pacific Airlines (BL*/BL).
- vii. Flights operated by any airline other than SKT but in FFP cooperation with VNA, which members shall be informed of periodically.
 - 7.3.2. Use of products and services offered by other partners (banks, hotels, telecommunication, etc.,) is specified under a specific Lotusmiles cooperation

- agreement between VNA and a particular partner, which members shall be informed of periodically.
- 7.3.3. Participating in VNA special sales programs.
- 7.3.4. Purchasing Qualifying Segments, and convert Bonus Miles to Qualifying Segments in the Lotusmiles Program.
- 7.3.5. Qualifying Segments can only be used to determine membership tier, not for flying.

7.4. Earning Bonus Miles

- 7.4.1. Purchasing tickets for and taking the following flights:
- i. Regular and charter flights operated and marketed by VNA (VN*/VN).
- ii. Regular flights operated by any airline other than SKT and marketed by VNA (VN*/OAL).
- iii. Flights operated and marketed by SKT (SKT*/SKT).
- iv. Flights operated by SKT and marketed by VNA (VN*/SKT).
- v. Flights operated by VNA and marketed by SKT (SKT*/VN);
- vi. Flights operated or marketed by any airline other than SKT as specified under the FFP cooperation agreements with VNA, which members are informed of periodically.
- 7.4.2. Use of products and services offered by other partners (banks, hotels, telecommunication, etc.,) is specified under a specific Lotusmiles cooperation agreement between VNA and a particular partner, which members are informed of periodically.
- 7.4.3. Tier bonuses on VNA flights, SKT flights and flights of airlines other than SKT are specified under the FFP cooperation agreements with VNA and such flights which are announced periodically.
- 7.4.4. Participating in VNA's and its partners' special sales programs.
- 7.4.5. Purchasing bonus miles, qualifying miles from Lotusmiles or receiving transferred miles from other members according to Lotusmiles regulations.

7.5. Booking Classes Eligible for Earning Bonus Miles, Qualifying Miles, Qualifying Segments

- 7.5.1. On VNA flights: Booking classes of purchased tickets, charter flights tickets (except for AD tickets, Lotusmiles award tickets, CA tickets, QCTT-XTTM-TT tickets).
- 7.5.2. On SKT airlines flights and those of other airlines: as specified under the bilateral cooperation agreements between VNA and SKT airlines or other airlines and can be found on www.vietnamairlines.com, of which members shall be informed periodically or when the signing of such agreement or of the appendix takes place.

7.5.3. Different earning rates for bonus miles, qualifying miles, qualifying segments are designated for different booking classes in such a way that the higher the booking class is, the higher a rate applies. Booking classes which are eligible for earning miles/segments and the corresponding earning rates are specified in Accrual rate by booking classes on the website.

7.6. Tier-Based Earning Rate for Bonus Miles

- 7.6.1. Titanium tier shall be entitled to additional 30% mileage bonus of the miles flown according to the booking class.
- 7.6.2. Gold tier shall be entitled to additional 50% mileage bonus of the miles flown according to the booking class.
- 7.6.3. Million Miler and Platinum tier shall be entitled to additional 100% mileage bonus of the miles flown according to the booking class.
- 7.6.4. This tier-based earning rate for bonus miles shall not apply on Garuda Indonesia (GA) flights.

7.7. Earning Bonus Miles, Qualifying Miles, Qualifying Segments in Other Situations

- 7.7.1. Members may credit to their accounts additional bonus miles, qualifying miles, qualifying segments earned from special offer programmes or new member recruitment which are introduced by VNA or partners and shall be notified in advance by Lotusmiles.
- 7.7.2. Members may earn Goodwill miles as a gesture of VNA's gratitude for their assistance and cooperation with VNA under certain special circumstances.

7.8. Claiming Retrospective Miles/Segments

- 7.8.1. New Lotusmiles members may retrospectively claim qualifying miles/segments and bonus miles earned from flights with VNA and its airline partners taken within 6 months preceding the date of enrolment.
- 7.8.2. Members may request recalculation and claim of miles/segments earned from VNA flights taken during 12 months preceding the date on which the claim is received by VNA or the time such claim is submitted online by members. Should the claim for missing miles/segments are made at a ticket office and/or other Lotusmiles contact points, the claiming member is requested to present the supporting documents for such claim which include the original/copies of boarding passes and the electronic tickets of these flights.
- 7.8.3. Members may claim retrospective miles/segments from flights with other airlines taken 6 months or 12 months (subject to the terms and conditions of the FFP cooperation agreements between VNA and its Partners) preceding the date on which

the claim is received by VNA or the time such claim is submitted online by members. If the claim for missing miles/segments are made at a ticket office and/or other Lotusmiles contact points, the claiming member is requested to present the supporting documents for such claim which include the original/copies of boarding passes and the electronic tickets of these flights.

- 7.8.4. Members may claim retrospective miles for purchase and/or use of products, services provided by non-airline partners within 6 months preceding the receipt of such claim by VNA. The supporting documents for such claim shall include a banking transaction statement (in case of banking partners) or a copy of the invoice on which the claiming member's name is indicated for products, services used (in case of other partners).
- 7.8.5. Members are required to keep their flight documents (electronic tickets, boarding passes) used during the preceding 12 months and invoices issued by VNA's partner(s) for purchase of their services during the preceding 6 months in order to verify their additional mile accumulation (if any) when requested by Lotusmiles or by competent entities.

7.9. Regulations on Earning Bonus Miles, Qualifying Miles, Qualifying Segments

7.9.1. Bonus miles are valid for 3 years from the month they are credited to Members' account. Bonus miles credited to the Member's account from the time a Member is officially recognized by VNA as a Million Miler will have an expiry of 5 years from the accrual month.

In case the award miles are refunded under Article 8.3.3 and 8.3.4 Lotusmiles Terms & Conditions: Refunded miles that have expired or have validity of less than 3 months will be extended for 3 months from the date of refund. Refunded miles with a validity of 3 months or more will be kept unchanged. Refunded miles with the difference between the class on the award tickets and the actually class is valid for 12 months.

Goodwill miles are valid for 12 months from the month that added to the members' account.

Donation miles are valid for 3 years from the month that credited to Members' account.

For promotion programs: Validity of miles can be specified for each program.

Female members can require to extend their bonus miles that are about to expire in case of childbirth. Mileage packages with an expiration date within 1 year from the baby's date of birth will be extended by 12 months and rounded up to the last day of the 12th month. (Renew only when miles have not expired). Example: A member

gives birth to a baby on October 15, 2023. She has 1,000 miles expiring on December 31, 2023. That amount will be extended until December 31, 2024. Another 2,000 miles that expire on March 31, 2024 will be extended until March 31, 2025.

Miles are no longer valid and will be deducted from the Member's account at 0:00 of the day adjacent to the effective date of the mile (In Vietnamese time). For example: 1,000 bonus miles have a validity period of June 30, 2023, until 0:00 on July 1, 2023, these miles will no longer be valid for use and will be deducted from the Member's account.

- 7.9.2. Qualifying miles shall be valid in qualifying period.
- 7.9.3. Qualifying segments shall be valid in qualifying period.
- 7.9.4. Million Miler members are issued a free Million Miler card every 5 years when: (i) The member is eligible for the Million Miler membership status; and (ii) complete updating card receipt information according to the announcement of Lotusmiles program. After receiving the card, the Member is responsible for keeping and preserving the Million Miler card. Within 5 years, if a member needs to reprint the card, they need to register and pay the reissuance fee for Million Miler card: VND 9 million/card/time (Not including VAT; Applied for transaction made in Vietnam) or USD 400/card/time (transaction made outside Vietnam). The card reissuance time is within 30 days.
- 7.9.5. Each Lotusmiles member shall have only one account for personal mile/segment crediting purposes. If a Lotusmiles member is a member of one or more FFPs of other airlines, such member shall determine his/her only FFP account of choice to which miles earned from each flight is credited. When a request for crediting miles/segments to a Lotusmiles account is made by a member and the miles/segments have been credited to the designated account accordingly, such member shall not be allowed to request cancellation of the credited miles/segments in the member's account for the purpose of transferring them to another account. The Lotusmiles program does not accept crediting miles/segments for tickets and/or boarding passes that have been updated with frequent flyer numbers of other airlines.
- 7.9.6. If a qualifying miles/segments a member intends to take is not operated for any reason including adverse weather condition, technical or other irregularities, and the member does not or cannot board the flight, then no miles/segments shall be credited to such member's account.
- 7.9.7. If a member is allowed to board another qualifying flights instead, miles/segments shall be credited on the basis of the actual flight.

- 7.9.8. No miles/segments shall be earned with banned tickets, expired tickets, Lotusmiles award tickets, Lotusmiles partners' award tickets, other free and discount tickets (AD, CA) and other promotional tickets (QCTT-XTTM-TT).
- 7.9.9. If members get free upgrade, upgrade by miles or by Cash & Miles at the airport or by other sales policies of VNA (special sale promotion programs, etc.), bonus/qualifying miles and qualifying segments shall only be credited according to the original booking class.
- 7.9.10. If a member has to change to another flight involuntarily and the substituting flight is not a qualifying one, miles/segments shall be credited based on the original itinerary and booking class.
- 7.9.11. First Class, Business Class or Premium Economy Class passengers who are downgraded against their will shall be entitled to compensation in accordance with VNA existing regulations specified in www.vietnamairlines.com and miles/segments shall only be credited based on the class of service they are actually in.
- 7.9.12. No miles/segments shall be credited for ancillary services such as excess baggage or extra seats purchased by a member on the same flight.
- 7.9.13. Unused purchased tickets (whether refunded or not) shall not be considered for miles/segments crediting.
- 7.9.14. A member is neither allowed to enter other members' membership card numbers into his/her own booking with the purpose of gaining miles/segments nor allowed to use other members' flight data for the purpose of gaining additional miles/segments online.

Article 8. Use of Bonus Miles

8.1. Eligibility to Claim Awards

- 8.1.1. Million Miler, Platinum, Gold, Titanium, Silver and Registration members.
- 8.1.2. Persons whose names are on the Redemption Group and nominated by Million Miler, Platinum, Gold and Titanium members.
- 8.1.3. Persons whose names are not on the Redemption Group but designated by Million Miler, Platinum and Gold members to receive awards.

8.2. Types of Awards

- 8.2.1. Award Ticket: means a ticket issued for travelling with VNA or other airline partners.
- 8.2.2. Upgrade Award: means an award for upgrading from Economy/Premium Economy class to a higher class (Premium Economy/Business class) on flights with VNA in accordance with the existing regulations.

- 8.2.3. Excess Baggage Award: means an award by which members are allowed to carry, free of charge, an amount of extra baggage in addition to the standard baggage allowance. Excess baggage award is only applicable on flights operated by VNA.
- 8.2.4. Lotusmiles Lounge Access Award: means an award which applies to the companion(s) of the Million Miler, Platinum or Gold member.
- 8.2.5. Awards for Non-Airline Partners: an award for Lotusmiles' non-airline partner(s).
- 8.2.6. Use award miles in combination with cash to buy air tickets, upgrade booking class, additional baggage allowance at the airport according to VNA website, and exchange non-airlines products with partners.
- 8.2.7. Use bonus miles to donate for VNA social responsibility activities.

8.3. General Regulations

- 8.3.1. Members may claim awards by deducting valid accumulated award miles in the member account. Miles first accumulated shall be first deducted, in that order.
- 8.3.2. Members are not allowed to sell: (i) Lotusmiles awards; (ii) bonus miles (except for transferred miles according to Article 9.4.3).
- 8.3.3. No miles shall be re-credited to the account of the member who has received award but has not used or has only partly used them, except the cases in which the member has not used the award due to VNA's error(s) (comply with current regulations on website www.vietnamairlines.com on handling irregular flights).
- 8.3.4. Miles in a valid online-issued award voucher may be re-credited to the account of the member who has received the award at the cost of 50% of the miles that have been deducted in the youcher.
- 8.3.5. In a valid online-issued award voucher, change is permitted for such details as: type of award, name of award, itinerary and class of service at the following costs of miles:
- i. Initial award request of less than 50,000 miles: deduct 3,000 miles per transaction.
- ii. Initial award request of above 50,000 miles: deduct 6,000 miles per transaction.
- iii. If the miles to be deducted for the new award request are more than those in the initial one, the mile difference shall be further deducted from the account of the member who has received the award.
- iv. If the miles to be deducted for the new award request are less than those in the initial one, the mile difference shall not be redeemed to the account of the member who has received the award.
- 8.3.6. A member who cannot directly receive the award may authorize someone to receive the award ticket. The authorized person is required to present his credential, the

- member's credential and an authorization paper (in a prescribed form on website <u>www.vietnamairlines.com</u>) at the ticket office designated in the on-line issued award voucher for receiving the ticket. If the member is under 18 years of age, the member's parent or guardian may receive the award instead without an authorization paper.
- 8.3.7. In the Redemption Group Name List, no name of any person shall be deleted but can be modified: Million Miler, Platinum and Gold members can add any name of person when the member has not assigned a full 10 people and in 1 calendar year (1st of January to 31st of December), 2 persons can be replaced free of charge. Titanium member can add any name of person when the member has not assigned a full 5 people and in 1 calendar year (1st of January to 31st of December), 1 person can be replaced free of charge.
- 8.3.8. The award redemption from the accounts of children under 16 years old is done by the biological parents/adopted parents/guardians recognized by law (Head of household of the family account).
- 8.3.9. Miles remaining in the deceased member's account are combined with the family account at the request of the family member, and used in accordance with the family account rules.

8.4. Award Tickets:

8.4.1. Eligible Flights for awards:

- i. Flights operated and participated by VNA (VN*/VN).
- ii. Other airlines' flights with VNA hard-block seats (VN*2000 to VN*2999).
- iii. Flights of SKT airlines and airlines other than SKT with which VNA has FFP cooperation agreement(s), of which members shall be notified from time to time.
- iv. Award tickets are applicable on flights operated by the Air Service Company (0V) and marketed by VNA (VN*/0V).
- v. Award tickets are applicable on flights operated by Pacific Airlines (BL) and marketed by VNA (VN*/BL) and are announced in each period.

8.4.2. Validity of Award Tickets:

- i. Award tickets shall be valid within 01 year following the departure date of the first flight segment indicated on the ticket as specified under the following circumstances. Change of departure dates on unused tickets (revalidation/exchange) is required to make within 01 year of the issuance of the original tickets and the validity is the same as that of the original tickets.
- ii. Award tickets with itineraries on VNA flights, including flights operated by VNA or flights with numbers between VN*2000 to VN*2999, from VN*6000 to VN*6999 and from VN*8000 to VN*8999.

- iii. Award tickets with combined itineraries involving VNA and SKT flights.
- iv. Award tickets shall be valid within 01 year following the date of issuance under the following circumstances:
 - a. Award tickets with itineraries entirely on SKT flights.
 - b. Award tickets with itineraries entirely on flights operated by airlines which have FFP agreements with VNA.
 - c. Award tickets with combined itineraries involving VNA flights and non-SKT flights which have executed FFP agreements with VNA.

8.4.3. Regulations on Use of Award Tickets

- i. A member may get award ticket(s) if the booking class for the award ticket is open for sales. With award tickets, seat reservation and confirmation are required. VNA booking classes for award tickets are published on VNA 's website. Members shall from time to time be informed of VNA partner airlines' booking classes for award tickets.
- ii. If a member requests a reward ticket for a child aged between 2 and 12 (based on the date of the flight), mile reduction in this case shall be the same as one in the adult's case.
- iii. A Million Miler, Platinum, Gold or Titanium member may request a reward ticket for an infant under 2 years of age, whose name is on the redemption group name list, travelling with an adult with a reward ticket. Mile reduction in this case shall be 10% of the adult's case. The infant shall share the same reservation code with the accompanying adult.
- iv. With regard to an award ticket for an infant under 2 years of age whose itinerary includes VNA and its partners' flights: if the infant reaches 2 years of age on the partners' flights, mile reduction for the children shall apply on these flights.
- v. Mile reduction from the award shall be based on the specific operating carrier, class of service, itinerary, operating season (peak and off-peak) award zone and the individual entitled to award. Mile reduction for members and persons on the redemption group name list published on VNA 's website.
- vi. If a Million Miler, Platinum or Gold member requests an award for a person not on the redemption group name list, mile deduction shall be 20% higher than what is specified in the Award Table.
- vii. Mile deduction for award itinerary that includes all VNA sectors shall be applied according to VNA Award Table. If the itinerary includes other airline's sectors, mile reduction shall be applied according to the award table of any airline that has FFP cooperation with VNA. With itinerary that includes VNA sectors and other airline's

- sectors, mile deduction shall be applied separately according to the award table of the airline involved.
- viii. Award itinerary that includes sector(s) of flights operated by non-SKT airline(s) having FFP agreement(s) with VNA shall be booked separately, not in combination with VNA or SKT sector(s) on the same award ticket. Mile deduction in this case shall be applied according to the award table adopted for itineraries on flights of SKT and those of other airlines.
 - ix. An award itinerary is one that has one or more sectors. Mile deduction for a sector shall be calculated from the boarding point to the deplaning point based on the award table
 - x. With regard to an international award itinerary with a connecting point inside Vietnam within 24 hours: Mile deduction shall be applied as follows
 - a. Deduction on the international sector if two sectors are of the same class of service or else the international sector has a higher class of service.
 - b. Combined deduction on both sectors if the domestic sector has a higher class service than the international one.
 - xi. Members may redeem awards online (at least 6 hours before the flight) or at a ticket office. If awards are expected to be redeemed at a ticket office, request has to be submitted at least 2 working days before the flight by Million Miler, Platinum and Gold members and 3 days by Titanium, Silver and Registration members.
- xii. With awards tickets, change of carrier, change of itinerary, extension of validity and transfer to other person(s) shall not be allowed, but change of flight, change of flight date and flight time may be made free of charge subject to availability of comparable seats (note the peak season restrictions which is public on website www.vietnamairlines.com). Members must pay the No show fee and any additional taxes/fees/surcharges on award tickets (if any). Members can look up taxes/fees of award tickets on website www.vietnamairlines.com or contact VNA's Ticket Offices or VNA's customer care call center.
- xiii. In case of the change of international flight date on which there is no direct flight, a flight with a transit point in Hanoi or Danang or Ho Chi Minh City may be allowed and vice versa; a fee for ticket re-issuance and tax/fee differences shall apply (if applicable).
- xiv. With award tickets, members may apply for use of some special services available onboard VNA flights or airline partners' flights on condition that fees for these special service shall have to be paid according to VNA's current applicable regulations for purchased tickets specified on www.vietnamairlines.com and according to the partners' current regulations specified on their websites.

- xv. An unused valid award ticket is eligible (maximum 13 months from date of original ticket issued) only for refund of fees and surcharges (except fee for ticket issuance, and system charge, if applicable), and fee for the ticket refund shall not be paid. However, miles that have been deducted for this award ticket shall not be redeemed and member must pay no-show fee if applicable.
- xvi. With valid award tickets, change of class of service is possible subject to additional payment of ticket issuance fees/taxes. Mile deduction in case of mile difference due to this change shall apply as follows:
 - a. If the mileage deduction for the new award request is more than the old, the mile difference will be deducted from the member's account.
 - b. If the mileage deduction for the new award request is less than the old, the mile difference is not refunded to the member's account.
- xvii. Conditions for redeeming award tickets or rebooking in peak periods are as follows:
 - a. With award tickets, date or time of flight may be changed if seats are available and there may be actual mile difference (equal to new award miles minus deducted miles for the award) if the flight is in a peak period according to current award redemption table and member must pay no-show fee if applicable. Award tickets with peak travel dates can be changed for off-peak dates, but mile difference will not be refunded.
 - b. Members are not allowed to use award tickets in peak periods (public on www.vietnamairlines.com) if they do not have seat confirmation.
 - c. Members are required to pay the applicable fees if they change the flight, flight date and flight time in peak periods (if available).

8.5. Upgrade Award

- 8.5.1. An upgrade award shall apply on VNA operated and marketed flights (VN*/VN), on other airlines' flights on which VNA has purchased hard-block seats in the business class, premium economy cabin (VN*2000-VN*2999). If the purchase ticket includes other airlines' sectors, the upgrade award shall only apply on VNA operated flights.
- 8.5.2. Upgrade award is only applicable to tickets, electronic miscellaneous document (EMD) issued by Vietnam Airlines (Ticket/EMD number starts with 738...).
- 8.5.3. If a member requests an upgrade award for a child aged from 02 to under 12 (on the date of the flight) mile deduction in this case shall be the same as an adult's case.
- 8.5.4. Million Miler, Platinum, Gold or Titanium members are allowed to get upgrade awards for an infant under 2 years of age whose name is on the redemption group name list and who boards the same flight with an adult who has an award ticket or an upgrade award. Mile deduction in the infant's case shall be 10% of the adult's

- award miles. This infant shall share the same reservation code with the accompanying adult.
- 8.5.5. Mile reduction from the award shall be based on the specific operating carrier, class of service, itinerary, operating season (peak and off-peak of the route) award zone and the individual entitled to award. Mile reduction for members and persons whose names are in the Redemption group name list published on VNA 's website.
- 8.5.6. A Million Miler, Platinum or Gold member may be allowed to get an upgrade award for a person whose name is not in the Redemption group name list. As such, mile deduction in this case shall be 20% more than what is specified in the Award Table.
- 8.5.7. An award itinerary is an itinerary that includes one or more sectors. Mile deduction for a sector shall be based on the origin-destination basis specified in the Award Table.
- i. With regard to an international award itinerary with a connecting point inside Vietnam within 24 hours: Mile deduction shall be applied as follows:
 - a. Deduction on the international sector if two sectors are of the same class of service or else the international sector has a higher class of service.
 - b. Combined deduction on both sectors if the domestic sector has a higher class of service than the international one.
- ii. Upgrade Award on the original flight will be waiver of rebook fee. Members must pay the difference amount of service fee/tax/any other charges if any.
- iii. The granting of upgrade awards shall be in accordance with limited conditions imposed on the original purchased tickets. If extension of validity and change of itinerary apply to the original purchased tickets, then the same shall apply to the upgrade award tickets. When change of itinerary is allowed for upgrade award tickets, the mile difference shall be deducted if the new itinerary has more miles than the original one. If the miles to be deducted for the new itinerary are less than those in the original one, the mile difference shall not be redeemed to the member's account.
- iv. An upgrade award shall have the same validity with the purchased ticket and constitute an inseparable part of the purchased ticket.
- v. An upgrade award voucher shall not result in any change of restrictions being imposed on the ticket purchased for the upgrade purpose. Once the purchased ticket has expired or has been refunded, the voucher shall no longer be valid for upgrade with other purchased tickets.

8.6. Baggage Award

- 8.6.1. The validity of a baggage award shall be the same as that of the accompanying purchased ticket.
- 8.6.2. Mile deduction for use of baggage award is published on VNA 's website.
- 8.6.3. A Million Miler, Platinum or Gold member may get a baggage award for a person whose name is not on the redemption group name list. As such, mile deduction in this case shall be 20% more than the sum specified in the Award Table.

8.7. Lotus Lounge Access Award

Lotus lounge access award is applied as follows:

- 8.7.1. For three companions whose names are on the redemption group name list traveling on the same flight with a Million Miler member.
- 8.7.2. For one companion whose name is on the redemption group name list travelling on the same flight with a Platinum or a Gold member.
- 8.7.3. On flights operated by VNA with carrier code VN.
- 8.7.4. At Lotus lounges in Vietnam.
- 8.7.5. If the award is granted for a person whose name is not on the redemption group name list nominated by Million Miler, Platinum or Gold members, 20% extra miles shall be deducted in compare with the amount of miles specified in the Award Table.

8.8. Award Relating to Non-Airline Partners

The granting of awards relating to non-airline partners is specified in bilateral agreements separately signed between VNA and non-airline partners, which can be found on <u>www.vietnamairlines.com</u> and of which members shall be notified at least 01 day before they come into effect.

The termination of any of such agreements shall be mentioned on <u>www.vietnamairlines.com</u> and members shall be informed of the event at least 01 day before such termination becomes effective.

8.9. Use Lotusmiles miles in combination with Cash to buy air tickets, Non-Airline products

- 8.9.1. Lotusmiles members can combine Cash & Miles: (i) to buy tickets on Vietnam Airlines flights; (ii) to buy Non-Airline products on VNA.
- 8.9.2. Purchasing flight ticket using Cash & Miles from account of under 16 years old child is made by biological parents/adoptive parents/legal guardian (head of household of the family account).
- 8.9.3. The minimum mileage required for the ticket purchase is 2,500 miles per 1 passenger per 1 flight segment. For example: Members who buy a return ticket (2 flights) will need a minimum of 5,000 miles (2,500 multiplied by the number of flight segments).

- 8.9.4. Miles can be used for paying partially or fully the value of the air ticket, while they cannot be used for payment of taxes, fees and other surcharges.
- 8.9.5. Tickets bought jointly by Cash and Miles are eligible for earning miles/segments as per Lotusmiles Program policy published on website www.vietnamairlines.com.
- 8.9.6. In case of ticket refund, members cannot be refunded the amount of miles used to purchase tickets with Cash & Miles.
- 8.9.7. In case of involuntary refund (delay, cancel,...), members will be refunded the miles used to purchase tickets with Cash & Miles, following the ticket handling principle regulated in Article 10.2 of VNA Conditions Of Carriage, published on website www.vietnamairlines.com, not including cancellation of awards due to force majeure stipulated by applicable laws.
- 8.9.8. Lotusmiles members can buy tickets by Cash and Miles for accompanying persons if they all share a reservation code with the member.
- 8.9.9. The value of the miles used in Cash and Miles payment is published on the website or mobile application at the time of reservation and payment.

Article 9. Lotusmiles products

9.1. Applicability

- 9.1.1. Members who wish to purchase additional qualifying miles and/or qualifying segments or to convert from award miles to qualifying miles and/or qualifying segments so as to make them enough for upgrading or maintaining their membership tiers.
- 9.1.2. Members who wish to purchase or receive transferred additional bonus miles so as to make them enough for redeeming Lotusmiles awards.
- 9.1.3. Non-members who wish to purchase tier upgrade in order to enjoy some immediate privileges.
- 9.1.4. Individuals or institutions wish to purchase Lotusmiles products to offer to their relatives, customers or partners as gifts.
- 9.1.5. Members with expired or about to expire miles want to prolong or reinstate to claim the awards.

9.2. Scope of application

- 9.2.1. Organization or individual can purchase at VNA ticket office, Lotusmiles partners.
- 9.2.2. Organization or individual can purchase on VNA website or mobile application.

9.3. General Regulations

9.3.1. Members may purchase products from Lotusmiles.

- 9.3.2. Customers who are members or are not members purchase Lotusmiles products for personal use (registration to become member is needed) or as gifts for other individuals/organizations.
- 9.3.3. Purchasing Lotusmiles products by package with price published on VNA 's website.
- 9.3.4. Purchased Lotusmiles products are non-refundable.

9.4. Lotusmiles products

9.4.1. Buy Qualifying miles/segments

- i. Qualifying miles/segments may be purchased for a current or past qualifying period by using the rolling period model.
- ii. The additional qualifying miles/segments required for maintaining or upgrading a tier shall be based on the difference between the standard qualifying miles/segments and the accumulated qualifying miles/segments during the qualifying period.

Example of purchasing qualifying miles/segments in order to maintain the tier for the current qualifying period: On 15 January 2024, a Gold member wishes to purchase qualifying miles/segments in order to maintain the Gold tier which is due to expire on 31 January 2024. The additional qualifying miles/segments to be purchased shall be used for the qualifying period (from 01 January 2023 to 31 January 2024). The Gold tier is effective from of the date of extension until 28 February 2025.

Example of purchasing qualifying miles/segments in order to maintain the tier for the past qualifying period: On 15 January 2024, a Titanium member wishes to acquire additional qualifying miles/segments in order to maintain the Gold tier which already expired on 31 December 2023. The additional qualifying miles/segments to be purchased shall be used for the qualifying period (from 1 December 2022 to 31 December 2023). The Gold tier is effective as of the date of upgrade until 31 January 2025.

Example of purchasing qualifying miles/segments in order to maintain the tier in the future qualifying period: On 15 January 2024, a Gold member wishes to acquire qualifying miles/segments in order to maintain the Gold tier which is due to expire on 29 February 2024. The additional qualifying miles/segments to be purchased shall be used for the qualifying period (from 1 February 2023 to 29 February 2024). The Gold tier is effective from of the date of extension until 31 March 2025.

iii. Qualifying miles are purchased by package, each package has 1,000 qualifying miles, for a minimum of 1,000 miles. Bonus miles shall be credited to the designated member account in proportion to the qualifying miles purchased and may be used in accordance with the Lotusmiles regulations on bonus miles.

- iv. Qualifying segment can be purchased by package of 1 segment, for a minimum of 1 segment.
- v. Should qualifying miles/segments be purchased for giveaway purposes, the buyer shall undertake that the same has been agreed upon by the receiving member. Should a member refuse to receive the giveaway miles or segments and card, the purchasing member shall inform VNA of the same immediately after receiving the card and return the card to VNA within 30 days. Following receipt of a notice of refusal from a member, VNA shall downgrade the tier to the original tier and/or close the member account.

9.4.2. Purchase of Bonus Miles

- i. Bonus miles may be purchased by package of 1,000 miles and for a minimum of 1,000 bonus miles.
- ii. If additional bonus miles are purchased at a booking office in order to make them enough for redeeming awards, a request for purchase of bonus miles should be attached to the request for award. Members pay for the miles together with other fees and taxes upon collection of award tickets.

9.4.3. Transferring Bonus Miles between Members

- i. Bonus miles may be transferred by package of 1,000 miles and for a minimum of 1,000 bonus miles.
- ii. Both the donor and the beneficiary must be Lotusmiles members.
- iii. The request for offer of bonus miles shall be signed at the ticket office by the offering and receiving members. This request shall specify the number the bonus miles to be offered and any fees arising out of such offer shall have to be paid by the members.
- iv. The receiving members shall present valid documents: member cards, identity cards or passports of both the transferring and receiving members upon paying for the fees at the ticket office.

9.4.4. Convert award miles to qualifying miles/segments

- i. The conversion is allowed within a single Lotusmiles account, not applied among different accounts.
- ii. The conversion is calculated in package, each package is 1.000 qualifying miles or 1 qualifying segment.
- iii. The maximum amount of qualifying miles/segments converted is 20.000 qualifying miles or 20 qualifying segments per calendar year (from January 1 to December 31).

9.4.5. Prolongation of award miles about to expire

i. Members can extend their award miles that are about to expire within 6 months from the date of extension.

- ii. Award miles are prolonged in packages, 500 miles per package, with a minimum of 1 package extension. The fee is published on VNA 's website.
- iii. Extended miles are valid for 12 months from the original expiration date, prior to the extension.

Example: On 15 January 2024, a Member extends 1,500 miles of which 1,000 miles will expire on 29 February 2024 and 500 miles will expire on 31 March 2024. After successful prolongation, the new mileage period is: 1,000 miles will expire on 28 February 2025 and 500 miles will expire on 31 March 2025.

9.4.6. Reinstate expired award miles

- i. Members can reinstate award miles that have expired 6 months prior to the processing date.
- ii. Transaction is made in packages, 500 miles per package, with minimum recovery of 1 package. The fees are published on VNA 's website.
- iii. Award miles are valid for 06 months from the date of successful transaction and rounded to the last day of the 06th month.

Example: On 15 January 2024, Member reinstates 1,500 miles of which 1,000 miles expired on 31 August 2023, and 500 miles expired on 30 September 2023. After successful transaction, the new term of 1,500 miles is 31 July 2024.

9.4.7. Lotusmiles Lucky Number

- i. Lucky numbers are valid for lifetime and not transferable.
- ii. In case of purchasing lucky number as gift to others, the buyer commits to have the consent of the recipient. In case the recipient refuses to receive the lucky number, it is necessary to notify VNA.

Article 10. Family Account

10.1. Subjects of application:

- 10.1.1. Family members include: parents, parents-in-law, adoptive parents/guardians recognized by law, spouse, children, adopted children, son/daughter in law, step father/mother recognized by law.
- 10.1.2. To join a family account, family members must be Lotusmiles Members.

10.2. Register family account:

- 10.2.1. Members 18 years of age or older, who have not joined any family account, will be eligible to invite family members (specified in section 1 Article 10) to form a family account. The inviter will be the Head of Household (HoH).
- 10.2.2. A family account has a minimum of 2 members and maximum of 10 members, including the HoH.

- 10.2.3. The HoH sends invitations to family members by logging into his/her Lotusmiles account and attaching proof of family relationship (Notarized copy or image of Household registration or Certificate of Residence information/Marriage certificate/Birth Certificate/Recognized Guardianship Document/Certificate of Adoption) in Vietnamese or English.
- 10.2.4. The Invitees need to confirm: Agree or refuse to participate in the family account within 30 days from the date the HoH sends the invitation, after 30 days the invitation will expire.
- 10.2.5. Lotusmiles program will proceed the verification within 15 working days from the date the invitee accepts to join the family account.

10.3. Earning miles/segments:

- 10.3.1. Family members have their own Lotusmiles accounts and accumulate bonus miles/qualifying miles/segments in accordance with Lotusmiles regulations.
- 10.3.2. Family's balance is the total amount of award miles available in each individual member's account.

10.4. Redeem miles:

- 10.4.1. The family members can use miles in their private account to get awards following Lotusmiles regulations.
- 10.4.2. In addition, the HoH or authorized member is entitled to use miles of the family account (total miles from individual account of each family member) to claim rewards for family members.
- 10.4.3. Miles are deducted on the principle that first accumulated miles will be deducted first.

10.5. Leaving the Family Account:

- 10.5.1. Family Members are allowed to leave the Family account at least 6 months from the date of being officially accepted as the Family account member.
- 10.5.2. The HoH is only allowed to leave the family account after appointing another member to be the new HoH with the consent of that member.
- 10.5.3. When leaving the family account, members are preserved their account balance at the time of leaving.
- 10.5.4. Family account is no longer valid when there is only one member.

Chapter III

GENERAL PROVISIONS

Article 11. Rights and Responsibilities of Vietnam Airlines

- 11.1. VNA may amend the contents of the Terms and Conditions at any time provided that the amendment has been accepted by the State's competent authorities. Members shall be informed of the amendment at least 10 days before it comes into effect.
- 11.2. VNA shall not be liable for failure to grant awards or for cancellation of awards due to force majeure stipulated by applicable laws of Vietnam.
- 11.3. VNA shall not be liable to the members for its refusal to grant awards and its handling of member accounts if it detects evidences of fraudulent transaction(s) as specified in Article 11.2, or evidences of violations of Article 5.1, 5.2, 5.6.5, Article 6.1.8, Article 7.9.14, Article 8.3.2, 8.3.6 at Chapter II of the Terms and Conditions.
- 11.4. VNA shall not be liable to the members for failure to provide the Lotusmiles privileges in whole or in part to the members due to force majeure.
- 11.5. VNA shall not be responsible for damage/loss of mails, cards, and publications available to customers and members in case addresses provided are inaccurate or not timely updated.
- 11.6. VNA shall be indemnified against any liability to the Members for disclosure of their information due to force majeure.
- 11.7. VNA shall be responsible for keeping the members' data confidential as specified in VNA's regulations on protection of secrecy of VNA's customers' information, which can be found on www.vietnamairlines.com. These data shall be kept registered in the Lotusmiles data system for up to 30 years after the members' last transaction with Lotusmiles.
- 11.8. Lotusmiles members' personal information shall be kept confidential, except required by the competent authorities.
 - If a member's personal information is collected, used and transferred, VNA shall be responsible for:
 - 11.8.1. Notifying the member of the purpose for the collection and use of the member' personal information before these actions take place;
 - 11.8.2. Use of the member's personal information according to the purpose that has been notified to the member and with the member's consent;
 - 11.8.3. The safety, accuracy and completeness of the member's personal information upon collection, use and transfer;
 - 11.8.4. Updating or modifying by itself the member's personal information when it is found that such information is inaccurate or else taking other measures so that the member can update or modify it.

11.8.5. Transferring the member's personal information to the third party only with the member's consent, except otherwise specified by applicable laws.

Article 12. Rights and Responsibilities of Lotusmiles Members

- 12.1. By enrolling in Lotusmiles, Members are required to agree on and be responsible for complying with the Lotusmiles Terms and Conditions.
- 12.2. Members must not create dummy account(s), credit cheating miles, use/redeem award(s) from dummy account(s) and/or from other members' account(s), purchase/sell Lotusmiles awards, update other members' accounts for earning miles/segments and/or for gaining privileges.
- 12.3. Members of Registration, Silver, Titanium, Gold, Platinum and Million Miler tiers shall receive their respective account statements, profile updates, Terms and Conditions updates even though they have not subscribed. Members shall receive Lotusmiles newsletters through email and be provided with information regarding the Lotusmiles Programme, new products/new offers and other special sales programmes offered by VNA (if registered).
- 12.4. When members wish to contact Lotusmiles via various channels, the following should be done:
 - 12.4.1. Contact to the operator 19001800 (in Vietnam) or +84 2438320320 (call from overseas): Call must be from the registered phone number.
 - 12.4.2. Contact to Lotusmiles email: members must send from registered email.
 - 12.4.3. In the event that a member wishes to authorize another person to conduct transactions relating to his or her own Lotusmiles account, the member is required to submit an authorization paper in the form of the Lotusmiles.
- 12.5. Members shall have the right to enroll in the program, have their tiers assessed, earn miles, redeem for awards, purchase and transfer miles, convert award miles, prolong/reinstate award miles, receive privileges for the respective membership tier, maintain and terminate Lotusmiles membership in accordance with the Lotusmiles Terms and Conditions.
- 12.6. If members lodge complaints about VNA's services relating to the carriage of passengers, the complaints shall be handled in accordance with VNA' conditions of carriage.