

Virgin Atlantic Airways Limited

Global Distribution Policy – Effective 24th October 2016

Introduction

In accordance with Section 11.3 of the Airline Reporting Corporation (“ARC”) Agent Reporting Agreement dated as of July 1, 2013 (as amended from time to time, the “ARA”) and International Air Transport Association (“IATA”) Resolution 824 sections 3.2 and 4, the Virgin Atlantic Airways Limited (“VS”) Global Distribution Policy (the “Policy”) clarifies the principles, policies, rules and instructions under which VS products, content and services can be used and distributed.

The objective of the Policy is to optimise the distribution of VS products and services and to ensure that the users of VS products and services experience service levels that are consistent with the high quality that is expected of the VS brand.

The Policy outlines the conditions under which all Agents and Entities are permitted to distribute VS products and services. It applies to any Entity or Agent using VS's Carrier Content and displaying, advertising, booking, selling or ticketing any VS product or service, and is effective immediately. Any Agent or Entity that continues to book, issue tickets, use or display our Carrier Content will be assumed to be in agreement with and will be deemed as having given acceptance to the Policy. Agents and Entities are permitted to use VAA Carrier Content for the purpose of providing travel search, booking or ticketing services.

VS reserves the right to review and amend the Policy from time to time. VS may also look to review any Agents' or Entities' performance in light of the Policy and may take action against any Entity or Agent that is not adhering to the Policy.

Terms of Reference:

Agent: means any entity that is acting on behalf of VS in respect to providing VS's air transportation products and services to customers.

Airline/s: means VS or Delta Air Lines or VS and Delta Air Lines as relevant.

Carrier Content: is the package of data VS prepares using its experience and which it provides to Agents or Entities for the purpose of them using it to provide services. The package of information making up Carrier Content may include, but is not limited to, all fares, schedules, seat availability, seat assignment, service enhancements, flight information, frequent flyer program account information, functionality, ancillary products and services, merchandising opportunities and inventory availability.

Entity: means any service provider that is using VS Carrier Content

RRP: means the recommended resale price as may be recommended by the Airline from time to time.

1. Protecting our Carrier Content, brand trade`marks and other intellectual property

1.1. VS retains all rights to our Carrier Content. We do not licence or permit any Agent or Entity to:

- a) use Carrier Content as part of services offered by the Agent or Entity that are not travel search, booking or ticketing services or any other permitted purpose.
- b) use Carrier Content as part of a service provided by Agent or Entity or licence or permit any third party to use or display Carrier Content such that it appears to customers to be a search, booking or ticketing service or a website provided by or associated with the Airlines; unless VS has waived the application of this clause 1.1 to a specific Agent or Entity pursuant to clause 1.2 below.

1.2. In certain cases where it is consistent with VS's distribution strategy, VS may waive the application of clause 1.1 (in whole or in part) to a specific Agent or Entity through a definitive written agreement between VS and the Agent or Entity, and VS reserves the right to grant and remove or withdraw this waiver for any Entity or Agent at its sole discretion.

1.3. The Agent or Entity shall not use, procure, or otherwise arrange for a "Sponsored Link" (as defined below) on any Internet search engine which uses or includes the trademarks, trade names, service marks or corporate names of either of the Airlines. Agents and Entities shall include the trademarks, trade names, service marks or corporate names of each of the Airlines as negatives within any search engine or search engine service which uses Sponsored Links. Negatives shall be added as broad-match in those search engines that have match-type functionality. For the purposes of the Policy a "Sponsored Link" means a link offered, created, or displayed for a fee (whether on a "cost-per-click" basis, commission, or any other commercial arrangement) by any Internet search engine using search terms or keywords to identify, draw attention to, or direct Internet traffic to an Internet site.

Required negative matched terms: Virgin Atlantic, Delta, Northwest, VS, NWA, NW, DL.

1.4. Each Agent or Entity shall strictly respect VS's intellectual property, including, without limitation, Carrier Content, service marks, trademarks, trade names and logos on their own websites and any permitted third party websites.

- 1.5. Except as expressly provided in associated agreements the Agent or Entity shall have no right to use names, logos or trademarks and shall not acquire any right or title in such names, logos or trademarks.
- 1.6. Where an Agent or Entity has been granted permission to use the Airlines' names, logos or trademarks in printed or displayed material, such use of the logos, trademarks or trade names shall be in accordance with the guidelines which are provided by the relevant Airline from time to time. In any event, all promotional material on which any such logos, trademarks or trade names are to be used must be submitted to the relevant Airline prior to publication for written approval at such Airlines' absolute discretion.

2. Clearly Displaying our Fares and other Carrier Content

- 2.1. All communications and publications using or relating to our Carrier Content, including our fare information, should at all times include all applicable taxes and charges as at time of publication.
- 2.2. The Agent or Entity commits to making best efforts to ensure this information is valid, correct and applied unchanged. This includes, but is not limited to the following:
 - a) all applicable taxes
 - b) airport charges
 - c) all other levies, charges and fees that are unavoidable and foreseeable at the time of publication, whereby the taxes, airport charges, and other levies, charges, and fees (e.g., security or fuel charges) are to be specified and added to the applicable product or service.
- 2.3. Optional services charges are also to be clearly communicated to passengers throughout the booking flow or via specific website content.
- 2.4. All communications and publications using or relating to our Carrier Content, including our fare information, should at all times include the applicable terms and conditions as set out in our conditions of carriage.
- 2.5. The Airlines may advise the Agent or Entity of recommended resale prices. The RRP is not binding and the Agent or Entity may independently determine the price at which it advertises and sells the Airlines' fares.

3. Ensuring Compliance with Applicable Laws, Rules, and Regulations

3.1. The Agent or Entity shall comply with all applicable provisions (if any) of the US Department of Transport Enhancing Airline Passenger Protections: Final Rule including:

- a) the full fare advertising rules in s399.84 in respect of the Airlines' flights;
- b) 14 C.F.R. Part 257, concerning the disclosure of codeshare services;
- c) 14 C.F.R. Part 258, concerning the disclosure of change of gauge services;
- d) delivery of all applicable ticket notices, including without limitation the notice of incorporated terms required by 14 C.F.R. Part 253; the baggage liability notice required by 14 C.F.R. Part 254, international liability limitation notices required pursuant to DOT Order 2006-10-14; and notice of overbooking required by 14 C.F.R. Part 250;
- e) the notice of baggage fees and other fees requirements in s399.85 in respect of the Airlines' flights;
- f) before it accepts any payment from a consumer booking with an Airline to, from or within the US, getting the consumer to give their written consent (or record through permanent means, the consumer giving their verbal consent) to pay the Agent or the Airline for any post-purchase government imposed tax or fee; and
- g) compliance with 49 C.F.R. Part 175.25(b) concerning hazardous materials notification during ticket purchase

This list of rules and regulations is not exhaustive and we recommend that any Agents or Entities take responsibility to become familiar with any local laws, rules, or regulations which apply to its activities in the markets in which it operates to remain in compliance.

4. Supporting our Joint Customers

The Airlines and the Agents or Entities want to ensure the best service for our joint customers. Therefore, prior to departure, any Agent or Entity who conducts a flight booking or issuance of tickets shall:

- a) fully support customers prior to departure and provide clear information regarding its airline travel (including booking reference, ticket number, origin / destination and flight date(s) / flight number(s)) as requested to from time to time by VS;

- b) endeavour to resolve any customer support issues prior to day of departure; and
- c) provide VS with genuine customer contact information to facilitate passenger servicing, this shall include but not be limited to:
 - i. Flight number
 - ii. Date of birth
 - iii. Flight date
 - iv. Payment details
 - v. Any specific special requests such as meal, seat choices etc.
 - vi. Genuine contact details – email and mobile
 - vii. Marketing preference to allow us to ensure we remain compliant in relation to any “do not contact” preferences.

4.2. Each Agent or Entity agrees to comply with the requirements of any applicable data protection laws and regulations relevant to their conduct and allow VS the right from time to time to audit to ensure compliance.