

## **SAA VOYAGER TERMS & CONDITIONS**

### Introduction

1.1 These South African Airways Voyager (“SAA Voyager”) Terms and Conditions (“Terms and Conditions”) form the basis of the SAA Voyager Loyalty Programme (“Voyager Programme”) and are binding and enforceable against any Member. These Terms and Conditions are intended to protect both Members and SAA Voyager. It is the Member's responsibility to read and understand these Terms and Conditions.

1.2 These Terms and Conditions are effective as at the date of publication (June 2022). SAA Voyager reserves the right to amend, change, modify, limit or cancel these Terms and Conditions or any part thereof from time to time. SAA Voyager may notify Members of any material changes to these Terms and Conditions; however, it will remain the Member's responsibility to refer to [www.flysaa.com](http://www.flysaa.com) for any future amendments to these Terms and Conditions.

1.3 All amounts and percentages stated in these Terms and Conditions are subject to change by SAA Voyager in its sole discretion from time to time.

1.4 On joining the Voyager Programme, all Members are deemed to have read and unconditionally accepted these Terms and Conditions governing the Voyager Programme.

1.5 The Terms and Conditions applicable to an Award redemption will be those in force at the time that miles are redeemed by Members for an Award.

1.6 These Terms and Conditions replace any previous terms and conditions applicable to the Voyager Programme and shall prevail notwithstanding any publicity material published by South African Airways or SAA Voyager.

### 2. Important Notice

2.1 By joining and/or making use of the Voyager Programme or any part thereof, Members unconditionally agree to these Terms and Conditions, which:

2.1.1 may limit the risk or liability of South African Airways or SAA Voyager (as the case may be) or a third party;

2.1.2 may create risk or liability for Members or a third party;

2.1.3 may compel Members to indemnify South African Airways or SAA Voyager (as the case may be) or a third party; and/or

2.1.4 serves as an acknowledgement, by Members or a third party, of a fact.

2.2 Members' attention is drawn to these Terms and Conditions as they are important and should be carefully noted by Members.

2.3 Nothing in these Terms and Conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either a Member, a third party or South African Airways (or SAA Voyager as the case may be) in terms of the Consumer Protection Act, 68 of 2008.

### 3. Definitions

3.1 In these Terms and Conditions unless the context otherwise requires:

- 3.1.1 "Active Member" means a Member who has earned or spent miles on their Membership account within a consecutive 12 (twelve) month period;
- 3.1.2 "Airline Partner" means an airline with which South African Airways (or SAA Voyager as the case may be) has entered into an agreement providing for Members to earn miles when flying on certain of that airline's flights or to spend miles for travel on certain of that airline's flights, or both;
- 3.1.3 "Appreciation Bonus miles" means miles awarded to a Member for flying a required threshold on South African Airways within a calendar year;
- 3.1.4 "Award or Award Certificate" means a physical or electronic document which is issued for certain Awards in respect of redeemed miles and which can be exchanged for an applicable product or service on SAA Voyager, Star Alliance, Airline Partner or Non-Airline Partner;
- 3.1.5 "Award Flight" means a flight on South African Airways, Star Alliance or an Airline Partner, which may be obtained by Members spending miles through the Voyager Programme subject to these Terms and Conditions;
- 3.1.6 "Base miles" means the number of miles earned for any activity by a Member on a determined Airline Partner or Non-Airline Partner, excluding any Bonus miles;
- 3.1.7 "Benefits" means any of the facilities, discounts, services or arrangements offered or available to a Member from time to time, including earning and spending miles;
- 3.1.8 "Bonus miles" means miles earned by Members from South African Airways (or SAA Voyager as the case may be) and/or promotional offers which contribute towards Mileage accumulation and not towards Members' Tier miles. The following are categorised as Bonus miles:
- 3.1.8.1 Enrolment Bonus miles;
  - 3.1.8.2 Class of Service Bonus miles (Business/First class);
  - 3.1.8.3 Appreciation Bonus miles;
  - 3.1.8.4 Tier Activity Bonus miles;
  - 3.1.8.5 Special Promotion Bonus miles; and
  - 3.1.8.6 Threshold Bonus miles.
- 3.1.9 "Class of Service Bonus" means additional miles Awarded for travel in a particular class of travel on an eligible flight;
- 3.1.10 "Codeshare Flight" means a flight where two or more airlines share the same flight, and each airline publishes and markets the flight under its own airline designator and flight number.
- 3.1.11 "Dynamic Awards" means flight Awards on flights operated by South African Airways that can be issued on any available revenue class;
- 3.1.12 "Enrolment Bonus miles" means miles awarded to a Member on activation of his/her account, after the first activity has been recorded;

- 3.1.13 "Frequent Flyer Programme" means a loyalty programme offered by an airline which recognises Members frequent activity on that airline and/or that of its partners;
- 3.1.14 "JourneyBlitz Award" means an Award offered on a promotional basis where seats are limited;
- 3.1.15 "Member / Membership" means an individual who is enrolled and accepted by South African Airways in the Voyager Programme.;
- 3.1.16 "Membership Card" means the SAA Voyager card that SAA Voyager issues to a Member in physical or digital format;
- 3.1.17 "Membership Number" means the SAA Voyager membership number allocated to a Member., and "Membership Numbers" shall have a corresponding meaning;
- 3.1.18 "Member Guide or Programme Guide" means the SAA Voyager Membership Guide published by SAA Voyager on [www.flysaa.com](http://www.flysaa.com);
- 3.1.19 "Member Information" means information about Members which may include personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI");
- 3.1.20 "miles or Mileage" means the currency used in the Voyager Programme;
- 3.1.21 "Non-Airline Partner" means an entity, other than an airline, with whom SAA Voyager has entered into an agreement to provide for Members to earn miles when acquiring certain goods or services (or as otherwise agreed with SAA Voyager) or to spend miles for certain goods or services, or both;
- 3.1.22 "Other Airline Partner" means an Airline Partner that is not a member of the Star Alliance at any point in time;
- 3.1.23 "PIN" means the Personal Identification Number which is issued to a Member by SAA Voyager;
- 3.1.24 "SAA Voyager Partner" means an Airline Partner or a Non-Airline Partner of SAA Voyager, and "SAA Voyager Partners" shall have a corresponding meaning;
- 3.1.25 "Sector" means a single non-stop journey from origin to destination;
- 3.1.26 "Select Fare Family " means a fare type on the services on South African Airways in Y, B, M and K class.
- 3.1.27 "South African Airways" or "SAA Voyager" means South African Airways SOC Limited registration number: 1997/022444/30, acting through its division SAA Voyager;
- 3.1.28 "Special Promotion Bonus miles" means miles awarded to a Member as a result of participating in a promotion offered by SAA Voyager;
- 3.1.29 "Star Alliance" means a global airline alliance of which South African Airways is a member;
- 3.1.30 "Star Alliance Partner" means any airline that is a current member of the Star Alliance at any point in time;
- 3.1.31 "Terms and Conditions" means these terms and conditions, as may be amended from time to time by SAA Voyager without notice to Members;

- 3.1.32 "Threshold Bonus miles" means miles awarded to a Member when a Member reaches a higher tier status level in the Voyager Programme;
- 3.1.33 "Tier Activity Bonus miles" means additional miles awarded to a Member who is on a particular status level for travel on certain eligible flights;
- 3.1.34 "Tier Benefits" means Benefits applicable to a specific status level;
- 3.1.35 "Tier miles" means miles which are awarded to Members and which entitle Members to attain a higher Voyager Programme status level or retain a current status level;
- 3.1.36 "Upgrade Award" means spending of miles by a Member for travel in a cabin, one cabin class higher than the class of the fare that was purchased by the Member;
- 3.1.37 "Voyager Mileage Summary" means a statement of activities over a specified period for a Member's account;
- 3.1.38 "Voyager Programme" means the Frequent Flyer Programme operated by South African Airways or SAA Voyager; and
- 3.1.39 "Voyager Service Centre" means the service centre established by SAA Voyager, where Member Information is processed and the Voyager Programme is administered.

#### 4. Eligibility of Membership

4.1 Membership to the Voyager Programme is available to individuals in their personal capacity only. Membership is not open to a collective group (i.e. not open to families, groups, corporate entities or companies, trusts, partnerships, other legal or non-legal entities, government departments or travel agencies). Membership shall only be conferred directly to a duly registered Member and not a third party agent (including a travel agent). SAA Voyager shall not confer Membership to any third party registering to participate in the Voyager Programme on behalf of another party.

4.2 SAA Voyager has the sole discretion whether to accept or reject any application for membership.

4.3 Membership will be established in the individual's personal capacity and name as it appears on the member's valid passport and/or official national identification document. Only such Member may earn miles on this Membership Number.

4.4 Any change to Membership details via the Voyager Service Centre may only be effected by a Member in writing or electronically with proof of valid identification.

4.5 Children 2 (two) years of age or older are eligible to join the Voyager Programme, provided that the application and all transactions are signed by the child's legal guardian.

4.6 Only 1 (one) Membership enrolment per person shall be accepted by SAA Voyager, accordingly enrolment Bonus miles shall be awarded once per Member.

4.7 In the event of a new Membership enrolment, Sectors flown on South African Airways Airline Partners during the immediate preceding 90 (ninety) day period prior to such Membership enrolment, may be credited to the Member's account. (refer to section 10 – claiming missing miles)

4.8 When using any of the services and/or Benefits offered under the Voyager Programme, Members must present Membership Card(s) for verification purposes. If a Member fails to and/or is

unable to present their Membership Card, the services and/or Benefits may be denied by SAA Voyager and/or SAA Voyager Partners in their sole discretion.

4.9 Except for Lifetime Platinum Members, SAA Voyager profiles/accounts will automatically be flagged as dormant if a Member has no activity recorded in their account for five (5) consecutive calendar years. Should a customer want to reactivate his/her account, the customer must re-register as a new Member.

## 5. Earning Miles

### 5.1 Membership number

5.1.1 Members must always quote their Membership Number when using the services and/or Benefits of any of the SAA Voyager Partners or making reservations with South African Airways.

5.1.2 A Membership Number, along with a Member's first name(s) and surname, should be confirmed when accepting airline tickets; upon check-in at the airport and utilising the service and/or Benefits of SAA Voyager partners.

5.1.3 Incorrect Membership Numbers provided when making reservations or during utilisation of the services and/or Benefits of any of the SAA Voyager partners cannot be changed at the check-in counters or partner reception desks.

### 5.2 South African Airways and SAA Voyager Airline Partners

5.2.1 Miles are earned when using the services of South African Airways and/or SAA Voyager Airline Partners. The rate of earning miles shall be in accordance with the earning schedule as applicable on [www.flysaa.com](http://www.flysaa.com) at any given time.

5.2.2 The earning schedule is subject to change from time to time by SAA Voyager without notice.

5.2.3 Members may earn miles on any eligible fare per flown Sector (i.e. any flight for which a separate ticket coupon is issued). For example: A Johannesburg to Cape Town return ticket consists of 2 (two) coupons: one from Johannesburg to Cape Town, and the second for the return portion. Miles can be accumulated only once per flight, regardless of the number of seats purchased. Members must actually fly as a passenger to receive credit.

5.2.4 No miles shall be earned for industry travel, agent discount tickets, industry discount tickets, tickets based on unpublished fares, charter tickets, SAA Voyager redemption tickets, compensation tickets, sponsorship tickets, pets and/or blocked off aircraft seats.

5.2.5 Travel on an Upgrade Award, last minute airport Upgrades or compensation upgrade vouchers shall only earn miles according to the actual fare purchased, as printed on the ticket.

5.2.6 SAA Voyager reserves the right to debit the account of any Member who has acquired miles contrary to these Terms and Conditions.

5.2.7 Miles cannot be transferred, assigned, sold or combined in any manner whatsoever with any account or miles of another person, whether or not that person is a Member.

5.2.8 Members need to decide prior to commencement of travel which Frequent Flyer Programme he would like to earn miles on as miles cannot be transferred from one Frequent Flyer Programme to another nor can miles be earned on more than one Frequent Flyer Programme for the same flight.

## 6. Tier Status and Benefits

6.1 Only Tier miles earned within a calendar year (i.e. 1 January until 31 December) on South African Airways, SAA marketing flight numbers where Mango or a Star Alliance Partner is the operating carrier and Star Alliance Partners shall determine a Member's Tier for Silver, Gold and Platinum status.

6.2 If a Member earns Gold status or a combination of Gold and Platinum status for 5 (five) consecutive calendar years, SAA Voyager will award the Member with complimentary Platinum Status. By accepting the complimentary Platinum status, the Member agrees that –

6.2.1 the complimentary Platinum status is valid for 1 (one) calendar year following the 5th (fifth) consecutive year of achieving Gold status;

6.2.2 the count of Gold status years is reset to 0 (zero), which means the years for which the complimentary Platinum status is being awarded will not be considered again in future determination of entitlement to complimentary Platinum status; and to earn Platinum status for the next year 120 000 Tier miles must be achieved; and

6.2.3 the complimentary Platinum status is excluded from calculation of Lifetime Platinum status.

6.3 To earn "Lifetime Platinum Status", Members will be required to earn a minimum of 120 000 (one hundred and twenty thousand) Tier miles per calendar year and achieve a cumulative minimum accrual of 720 000 (seven hundred and twenty thousand) Tier miles on the services of South African Airways and SAA marketing flight numbers where Mango is the operating carrier during a minimum of 4 (four) and a maximum of 6 (six) consecutive years. Flight activity on Star Alliance Carriers, SAA marketing flights will not count towards Lifetime Platinum Status.

6.4 Existing Lifetime Platinum members will be required to earn a minimum of 60 000 (sixty thousand) miles per calendar year on the services of South African Airways, to qualify for a Gold Companion Voyager card.

6.5 All Tier Benefits are only available if Members are travelling on South African Airways, unless otherwise specified by a partner and/or subject to Star Alliance Tier Benefits. These benefits are only applicable to the travelling Member.

6.6 No Tier Benefits are applicable when travelling on agent discount and/or industry discount tickets.

## 7. Cancelled flights and involuntary transfers

7.1 Should a Member be transferred to another South African Airways flight, which is different from the issued ticket, only the corresponding miles of the new flight will be accrued to the Member's account.

7.2 In the event of the Member being involuntarily transferred from a South African Airways flight to another airline which is not affiliated with SAA Voyager or the Voyager Programme, the Member can request the corresponding miles of the original South African Airways ticket, provided the cancellation was due to a condition within the control of South African Airways (this includes mechanical, and similar situations, but excludes circumstances beyond South African Airways' control, including but not limited to: weather, earthquake, fire, labour stoppages or strikes, civil unrest and closed airports). SAA Voyager shall not be liable to a Member for any claims which may

arise in the event that a flight operated by an Airline Partner is delayed and the Member subsequently misses the South African Airways flight.

7.3 To receive credit for the miles for cancelled flights and/or involuntary transfers, the Member is required to send a brief description of the incident with a copy of the relevant ticket and the original boarding pass to the nearest Voyager Service Centre within 90 (ninety) days of the event occurring.

7.4 In the event of the Member being involuntarily transferred from any other airline to another airline other than South African Airways, the Member will not be able to claim miles.

## 8. Non-Airline SAA Voyager Partners

8.1 Non-Airline Partners will determine, in their sole discretion, rates and/or transactions eligible to earn miles.

8.2 Missing miles with regards to Non-Airline Partners may be credited by SAA Voyager, provided that a legible copy of the Non-Airline Partner transaction record or invoice is submitted to SAA Voyager within 30 (thirty) days prior to the expiry of the 6 (six) month required time frame.

## 9. Financial Services

9.1 Members may earn miles on qualifying purchases with SAA Voyager-linked credit cards affiliated to its financial institution partners, including SAA Voyager branded credit and cheque cards.

9.2 Services or transactions such as, but not limited to, cash advances, traveller's cheques, administration and service fees, any purchase made in a casino, electronic transfers and insurance premiums do not qualify to earn miles.

## 10. Claiming Missing miles

10.1 Legible copies of airline tickets, e-ticket confirmation or boarding passes as well as all non-air partner invoices should be retained by Members until miles are reflected on the Member's Voyager Mileage Summary.

10.2 For all South African Airways and Star Alliance partner flights, the option exists for Members to claim missing miles via the South African Airways website ([www.flysaa.com](http://www.flysaa.com)) or the SAA Voyager App.

10.3 Miles should reflect on Member's Voyager Mileage Summary within 15 (fifteen) days of using the services of South African Airways, and within 45 (forty-five) days of any partner activity.

10.4 If miles for an activity are not reflected, Members must submit the relevant documents (as mentioned under paragraph 10.1 above), by no later than 30 (thirty) days prior to expiry of the required time frame, to the nearest Voyager Service Centre. Documents which are altered by the Member or any other third party in any manner whatsoever shall not be accepted by SAA Voyager. Refer to the "Earning miles" page on [www.flysaa.com](http://www.flysaa.com) for the validity period of claiming missing miles, for the respective SAA Voyager Partners.

10.5 Credit for missing miles on South African Airways, or Airline Partners may also be claimed, via the Voyager Service Centre by submitting a legible copy of the ticket or copies of original boarding passes with the exception of airlines that do require original boarding pass submissions for the flight in question.

10.6 Documents submitted for claiming missing miles shall not be returned to a Member. SAA Voyager shall retain such documents for record and auditing purposes.

#### 11. Expiry of miles

11.1 All miles earned are valid for 3 (three) years after the year in which such miles were earned by a Member. Any miles due to expire, will expire on 31 March each year. For purposes hereof a year is calculated from 1 April to 31 March.

11.2 If a minimum of 6 000 (six thousand) Tier miles (earned on South African Airways operated flights or SA 2000 Marketing flight numbers operated by Mango only excluding other affiliated airlines) have been flown for the period January to December preceding the date of expiry, Bonus miles with a validity of 1 (one) year equalling the total number of miles that expired will be awarded on 01 April.

11.3 Lifetime Platinum members who spend a minimum of R300 000 (three hundred thousand Rand) on the SAA Voyager Nedbank credit or cheque card during a calendar year preceding the date of expiry, Bonus miles with a validity of 1 (one) year equalling the total number of miles that expired will be awarded on 01 April.

#### 12. Conditions of Travel

12.1 Travel on South African Airways and on Airline Partners will at all times be subject to the appropriate carrier's filed tariffs and standard conditions of carriage.

12.2 South African Airways is not responsible in any manner whatsoever for any failure of Airline Partners to provide any services and/or Benefits to Members.

#### 13. SAA Voyager Partners - General

13.1 Members accept that South African Airways has contractual agreements with SAA Voyager Partners.

13.2 South African Airways reserves the right to decide if and how it will enforce any of its rights in terms of these contractual arrangements with SAA Voyager Partners.

13.3 Agreements with SAA Voyager Partners can also be changed at any time by agreement between South African Airways and respective SAA Voyager Partners.

13.4 Members therefore shall have no right of recourse against South African Airways and South African Airways shall not be liable to a Member or any third party if a SAA Voyager Partner in any manner breaches its contractual obligations to South African Airways, or refuses to grant Members any Miles, membership benefits or Awards. South African Airways will only credit Members with Miles, membership benefits or Awards, if the SAA Voyager Partner acknowledges that such is due to the Member.

13.5 South African Airways may, at its sole discretion, add to or reduce the number of SAA Voyager Partners or amend any terms and conditions and or services applicable to any SAA Voyager Partners with or without notice to Members.

#### 14. Spending miles

##### 14.1 General



14.1.1 Awards may be issued via [www.flysaa.com](http://www.flysaa.com), SAA Voyager App or by any South African Airways ticketing office or Voyager Service Centre.

14.1.2 Outside the borders of the Republic South Africa, only South African Airways ticketing offices are authorised to issue South African Airways and Airline Partner Award tickets. Members are also able to issue an electronic ticket via [www.flysaa.com](http://www.flysaa.com). Not all airports outside the Republic of South Africa have ticketing facilities.

14.1.3 Awards and Award tickets requested through a South African Airways ticketing office or Voyager Service Centre can only be processed during business hours. Refer to the "Voyager Contact" page on [www.flysaa.com](http://www.flysaa.com) for the business hours and contact details [<https://www.flysaa.com/za/en/voyager/AboutVoyager/flysaaVoyagerContacts.html>]. A signed written request accompanied by a copy of the Member's valid identification document and authority for payment of any applicable fees, is required. Such documentation can be emailed to [voyager@flysaa.com](mailto:voyager@flysaa.com). If a Member is a child or lacks legal capacity, their legal guardian must sign the Award request. Further documentation may be required by South African Airways which shall be communicated to the Member.

14.1.4 When dealing with the Voyager Service Centres, payment of taxes, fees, levies, charges and surcharges applicable are for the passenger's account and may only be made by credit card. Details of the credit card including card number, card association, and card expiry date are required.

14.1.5 South African Airways shall not be liable for any delays of travel dates or delays in processing Awards as a result of insufficient documentation, processing time or delivery time.

14.1.6 Service fees are applicable for Award tickets issued through a South African Airways ticketing office, as follows –

14.1.6.1 R200.00 (two hundred Rands) per ticket for routes within the Republic of South Africa; and

14.1.6.2 R500.00 (five hundred Rands) per ticket for international routes.

14.1.7 Award ticket processing fees are non-refundable.

14.1.8 Only 1 (one) Award may be used per Member, per Sector. Awards cannot be combined in any manner whatsoever with any account or Award of another person, whether or not that person is a Member.

14.1.9 South African Airways Award Certificates and Airline Partner Award Certificates are valid for a maximum period of 6 (six) months from the date of issue. The Award Certificate must be exchanged for the actual ticket before the Award Certificate expires.

14.1.10 Non-Airline Partner Award Certificates are valid for a maximum period of 3 (three) months from the date of issue. The Award Certificate must be exchanged for the actual service or product before the Award Certificate expires.

14.1.11 If an Award expires all the miles that were used to obtain such Award will be forfeited, even if the miles in whole or in part were not yet due to expire. No exceptions will be made.

14.1.12 Miles required for available Awards, except for Dynamic Awards, are published in the Award charts on [www.flysaa.com](http://www.flysaa.com). Refer to the "Spending miles" page for the applicable Award charts.

14.1.13 South African Airways is the sole authority with respect to the redemption and/or issuance of Awards.

14.1.14 Awards may not be used with any other discount or promotion.

14.1.15 Awards and Award tickets are not redeemable for cash or any other consideration.

14.1.16 Awards and Award tickets are at all times subject to availability.

14.1.17 Award tickets are issued on a return or one-way basis unless otherwise specified by South African Airways.

14.1.18 Award tickets cannot be issued on Codeshare Flights where South African Airways or the Airline Partner in question is not the operating airline.

14.1.19 Award travel is subject to all governmental and regulatory approvals.

14.1.20 Awards or miles may not be sold, bought, bartered or pooled. If determined that any Awards or airline tickets have been obtained in this manner, the ticket will be voided and cannot be used. All Members concerned may be disqualified by South African Airways from further participation in the Voyager Programme without any liability to such Members. South African Airways may, in its sole discretion, recover any costs or damages from the Member.

14.1.21 The Member must have sufficient miles for the Award required. The relevant number of miles will be withdrawn from the Member's account in accordance with the Award selected.

14.1.22 A Member has the option to purchase miles if they are short of miles for an Award. The Member may purchase up to 50% (fifty percent) of the total miles needed for an Award at the cost of R250.00 (two hundred and fifty Rand) per 1 000 (one thousand) miles. Payment must be made by credit card. Such miles are sold in denominations of 1 000 (one thousand).

14.1.23 The Member may request an Award for their personal use or anyone else they designate. However, the Member bears the sole responsibility for the use of the Awards.

14.1.24 Except for Dynamic Awards, South African Airways and Airline Partner Awards are only issued between the two cities served, using the most direct route.

14.1.25 Award tickets for confirmed bookings must be issued according to ticket time limit rules and regulations.

14.1.26 For international travel, Award tickets must be issued according to the passenger's full name as displayed on the passenger's passport. For domestic travel, Award tickets must be issued according to the passenger's full name as displayed on the passenger's passport and/or identification document.

14.1.27 The surname of the person using the Award must correspond with the Award recipient's surname specified at the time of issuing the Award.

14.1.28 Once issued, Awards and tickets are not transferable in any manner whatsoever.

14.1.29 Subject to the specific Airline Partner or Non-Airline Partner's rules, Awards can be reversed within 30 (thirty) days of date of issue. A reversal fee of R210.00 (two hundred and ten Rand) and any other fees relevant to such reversal are applicable, with the exception of Platinum and Lifetime Platinum Members. For any Award reversal, only the miles that are still within validity will be credited back into the Member's account. Expired miles shall not be reinstated.

14.1.30 Should a Member need to change a ticketed Award Flight, and such a change results in the change of flight routing, zone, region or class, the Award must be reversed and re-issued for the new flight. Once travel has commenced no changes to the flight routing, or region will be permitted. Award Flights must be taken in the order they were originally booked and ticketed.

14.1.31 SAA Voyager reserves the right to request valid proof of identification of any person making use of any services or Benefits of the SAA Voyager Programme and may refuse, in its sole discretion, services and/or Benefits in the absence of such identification.

14.1.32 It is the responsibility of each Member to keep track of any and all redemptions made against their account.

14.1.33 No Award disputes will be considered by South African Airways unless notified in writing within 90 (ninety) days of the date the Award was issued. A signed, written request, along with a copy of the Member's identity document or passport must be sent to: Voyager Programme Compliance Division, Isando, South Africa, 1600. A scanned copy of a signed letter can be sent by e-mail to [voyagercompliance@flysaa.com](mailto:voyagercompliance@flysaa.com). No telephonic requests will be accepted.

14.1.34 In the event of flight cancellations:

14.1.34.1 the Member will, at the sole discretion of South African Airways and/or the Airline Partner, be transferred to the next available flight with the Airline Partner specified on the Award ticket;

14.1.34.2 the Member will travel in the class of service actually purchased (passenger's original airline ticket purchased), and not the upgraded class, when travelling on an Upgrade Award; and

14.1.34.3 where applicable, the Member must submit a request for the unused Award to a Voyager Service Centre so that the unused miles can be credited to the Member's Voyager account. This must be accompanied by documentation of the circumstances, including copies of boarding passes and airline ticket(s).

14.1.35 Award tickets cannot be changed or endorsed by another carrier unless otherwise specified by South African Airways or SAA Voyager.

## 14.2 Dynamic Awards

14.2.1 Dynamic Awards are only permitted on South African Airways flight numbers and published revenue fare classes, where South African Airways is the operating carrier (flight number range SA 001 – SA 999).

14.2.2 Dynamic Awards will be issued for the base fare and carrier imposed fees.

14.2.3 Dynamic Awards exclude, where applicable, any other charges including but not limited to: government taxes, surcharges and levies; third-party taxes, credit card levy or surcharge. Members are responsible for and must settle all relevant airport taxes and any additional relevant fees that are due for payment when issuing Award tickets. Such payments must be made - by card or any other form of payment as may apply from time to time.

14.2.4 Dynamic Awards are self-service Awards and are exclusively available via [www.flysaa.com](http://www.flysaa.com).

14.2.5 There is no Award chart for Dynamic Awards. To obtain a Dynamic Award miles quote for a specific flight or to make an actual flight booking; Members are required to login to their account on [www.flysaa.com](http://www.flysaa.com) with a valid Membership Number and PIN, and follow the booking process.

14.2.6 Dynamic Awards may only be issued for a confirmed Award Flight.

14.2.7 Award Certificates are not issued for Dynamic Awards. The Award and ticket are issued in a single transaction.

14.2.8 The fare rules for the published revenue class will apply, in addition to these Terms and Conditions. Any fees or charges resulting from voluntary changes will be collected in cash or card.

14.2.9 Miles redeemable for child and infant tickets are chargeable as per applicable fare rules.

14.2.10 Date changes are permitted on certain booking classes or as per the fare rules.

14.2.11 Subject to the fare rules, if a date change must be made for a booking class or if a date change results in a different booking class, the Dynamic Award ticket must be refunded, the Award reversed and a new Award must be requested, booked and ticketed.

14.2.12 Dynamic Award tickets are refundable subject to the original fare rules and these Terms and Conditions.

14.2.13 For travel within South Africa, Dynamic Award tickets are valid for 6 (six) months from the date of first travel (first departure date).

14.2.14 For travel in regions other than within South Africa, Dynamic Award tickets are valid for 12 (twelve) months from the date of first travel (first departure date).

### 14.3 South African Airways Upgrade Awards

14.3.1 South African Airways Upgrade Awards are only permitted on South African Airways flight numbers where South African Airways is the operating carrier (flight number range SA 001 – SA 999).

14.3.2 South African Airways Upgrade Awards can only be issued on a Sector basis.

14.3.3 South African Airways Upgrade Awards are subject to seat availability and confirmation of a seat will be considered between 24 (twenty-four) to 48 (forty-eight) hours prior to departure of a flight sector requested.

14.3.4 South African Airways Upgrade Awards are issued only for travel within the qualifying region of the Award as specified in the Award chart.

14.3.5 South African Airways Upgrade Awards exclude the difference in cost between the lower class and the upgrade class. All taxes, fees, levies, charges and surcharges applicable are excluded and for the passenger's account. Members are responsible for and must settle all relevant payments as mentioned above when issuing their Upgrade Award ticket.

14.3.6 South African Airways Upgrade Award Certificates are available via [www.flysaa.com](http://www.flysaa.com).

14.3.7 Miles required for South African Airways Upgrade Awards are as per the Award chart published on [www.flysaa.com](http://www.flysaa.com). Refer to the "Spending miles" page for the applicable Upgrade Award chart.

14.3.8 Upgrade Awards may only be used for an upgrade to the next higher cabin class. Only the Select Fare Family Economy class tickets are eligible for a South African Airways Upgrade Award

14.3.9 The eligible Economy class booking must first be ticketed on South African Airways ticket stock (i.e. on ticket numbers that start with "083". E.g. 08324009045671) before the Upgrade Award can be processed for ticketing.

14.3.10 Members must request the relevant Upgrade Award. Once the applicable miles have been withdrawn, the ticket will be re-issued accordingly.

14.3.11 Date changes are permitted and the fare rules and restrictions of the original Economy published revenue classes apply, in addition to these Terms and Conditions.

14.3.12 Original endorsements apply to the upgraded ticket.

14.3.13 South African Airways Upgrade Award tickets are refundable subject to the original fare rules and these Terms and Conditions.

#### 14.4 Journey Blitz Awards

14.4.1 JourneyBlitz Awards are only offered periodically, as promotional Awards on South African Airways.

14.4.2 JourneyBlitz Awards are only permitted on specific South African Airways flights or regions, where South African Airways is the operating carrier (flight number range SA 001 – SA 999).

14.4.3 JourneyBlitz Awards exclude all taxes, fees, levies, charges and surcharges. Members are responsible for and must settle all payments when issuing their Award ticket. Such payments must be made by credit card.

14.4.4 JourneyBlitz Awards are self-service Awards and are exclusively available via [www.flysaa.com](http://www.flysaa.com).

14.4.5 JourneyBlitz Awards may only be issued for a confirmed Award Flight.

14.4.6 The Award and ticket must be issued in a single transaction.

14.4.7 The booking class for JourneyBlitz Economy class is 'X', and the booking class for JourneyBlitz Business class is 'I'.

14.4.8 JourneyBlitz Awards are non-reversible and non-refundable; no changes will be permitted.

14.4.9 JourneyBlitz Awards for unaccompanied Minors (UM's) must be requested via the Call Centre.

#### 14.5 Star Alliance flight Awards and Star Alliance Upgrade Awards

14.5.1 Miles required for Star Alliance flight Awards and Star Alliance Upgrade Awards are as per the Award charts published on [www.flysaa.com](http://www.flysaa.com). Awards are valid on Star Alliance Partner(s). Refer to the "Voyager & Star Alliance" page for the Star Alliance Award charts.

14.5.2 Rules specific to Star Alliance flight Awards and Star Alliance Upgrade Awards are on the "Voyager & Star Alliance" page on [www.flysaa.com](http://www.flysaa.com) [webpage address: [https://www.flysaa.com/za/en/voyager/AboutVoyager/flysaa\\_VoyagerStarAlliance.html](https://www.flysaa.com/za/en/voyager/AboutVoyager/flysaa_VoyagerStarAlliance.html)]. The rules are in addition to these Terms and Conditions.

14.5.3 Star Alliance Awards exclude all taxes, fees, levies, charges and surcharges applicable. Members are responsible for and must settle the relevant payments when issuing their Award ticket. Such payments must be made by credit card.

14.5.4 Star Alliance Upgrade Awards exclude the difference in cost of taxes, fees, levies, charges and surcharges between the lower class and the upgrade class. Members are responsible for and must settle all payments before travel. Star Alliance Upgrade Awards are only available via an upgrade link on [www.flysaa.com](http://www.flysaa.com) post log-in. [webpage address: <https://www.flysaa.com/za/en/redeemmiles!redeemmiles.action>]

#### 14.6 Other Airline Partner Awards

14.6.1 Miles required for other airline Awards are as per the Award charts published on [www.flysaa.com](http://www.flysaa.com). Awards must be on flights operated by the airline specified in the published Award charts. Refer to the "Spending miles" page for the applicable Award charts.

14.6.2 Rules specific to other airline Awards are on the "Airline partners' terms & conditions" page on [www.flysaa.com](http://www.flysaa.com) [webpage address: <https://www.flysaa.com/za/en/voyager/AboutVoyager/airline-partner-terms-and-conditions.html>]. The rules are in addition to these Terms and Conditions.

14.6.3 Other airline Awards exclude all taxes, fees, levies, charges and surcharges applicable. Members are responsible for payments when issuing their Award ticket. Such payments must be made by credit card.

14.6.4 No changes to the booking class will be permitted.

#### 14.7 Non-Airline Partner Awards

14.7.1 Save for conversion of miles to another loyalty programme affiliated to SAA Voyager, miles required for Non-Airline Partner Awards are as per the Award charts published on [www.flysaa.com](http://www.flysaa.com). Refer to the "Spending miles" page for the applicable Award charts.

14.7.2 Rules specific to Non-Airline Partner Awards are on the "Non-Airline partners' terms & conditions" page on [www.flysaa.com](http://www.flysaa.com) [webpage address: <https://www.flysaa.com/za/en/voyager/AboutVoyager/non-airline-partner-terms-and-conditions.html>]. The rules are in addition to these Terms and Conditions.

#### 14.8 Donation of miles to charity organisations

14.8.1 Members may donate a minimum of 3 000 (six thousand) miles to a charity organisation affiliated to SAA Voyager.

14.8.2 Miles donated to a charity organisation cannot be reversed or refunded.

#### 15. Chauffeur Driven service currently not available

15.1 The chauffeur drive services to and from the airport, irrespective of class of travel, is exclusively available to Lifetime Platinum Members. In the event that a redemption ticket is booked, chauffeur service will only be available if the redemption booking was secured by the Lifetime Platinum member using Voyager miles.

15.2 The chauffeur drive service is also available to Platinum Members, when travelling in Premium Class and Y, B, M and K Economy Class.

15.3 The chauffeur service is available to Lifetime Platinum and Platinum members (as stated under paragraph 15.1 and 15.2 above) including a maximum of 2 (two) guests per vehicle on qualifying South African Airways operated flights. The chauffeur service shall only be available where

the date and other details of the qualifying confirmed flight correspond with the requested chauffeur pick-up or drop-off date.

15.4 Chauffeur drive service requests must be submitted at least 48 (forty-eight) hours prior to departure. It is the responsibility of the Member to make and amend chauffeur drive service bookings accordingly. No shows will be for the Member's account.

#### 16. Modification and suspension rights

16.1 SAA Voyager information shall not be forwarded to inactive Members.

16.2 Destinations served and flight schedules may be changed and/or cancelled at any time at the discretion of South African Airways and/or SAA Voyager Partners, with or without notice to Members and without recourse, liability or penalty to South African Airways and/or SAA Voyager Partners.

16.3 South African Airways and participating SAA Voyager Partners reserve the right, in its sole discretion, to exclude certain fares, rates, services and/or programmes from earning miles.

16.4 Participation in the SAA Voyager Programmes subject to all laws, government or other regulatory rules, policies, procedures and requirements as applicable from time to time.

#### 17. Disqualification, suspension and termination of Membership by SAA

17.1 South African Airways reserves the right, in its sole and absolute discretion, to suspend and/or disqualify any Member from participating or further participating in the SAA Voyager Programme at any time or to terminate Membership as set forth in paragraph 17.3 below on notice to the Member.

17.2 Members shall adhere to and strictly comply with these Terms and Conditions. Furthermore, Members shall comply with all air travel terms, conditions South African Airways' terms and conditions of carriage for passengers and baggage and terms and conditions of carriage for passengers and baggage of the Airline Partners. Members shall at all times be courteous and respectful in dealing with any staff, agents or employees of South African Airways and Airline Partners.

17.3 Should the Member in any manner whatsoever:

17.3.1 breach, abuse or misuse any Benefits;

17.3.2 fraudulently acquire miles or Awards (including suspected or actual fraud and/or suspected or actual abuse of miles or Awards); and/or

17.3.3 breach any of the terms under these Terms and Conditions, South African Airways shall have the right, without prejudice to any other rights or remedies as may be available to it (whether at law, delict or otherwise), to:

17.3.3.1 forthwith suspend and/or disqualify a Member from participation or further participation in the SAA Voyager Programme and to cancel all accumulated miles; or

17.3.3.2 immediately terminate Membership and to cancel all accumulated miles; and render the Member liable for all legal costs and expenses as may be incurred by South African Airways pursuant thereto.

17.4 If South African Airways determines that a flight ticket or any other Airline Partner service has been acquired by means of an Award for which a passenger or Member does not qualify or has,

amongst other, been bought, sold, bartered, pooled or stolen, the Award and or ticket will be cancelled, confiscated and not honoured. In such circumstances the traveller will be liable for payment of the full cost of the service. Individuals selling or bartering Awards may be liable for damages and all legal costs incurred by South African Airways, including all litigation costs and expenses and attorney fees (on an attorney-own client scale) and their participation in the Voyager Programme may be terminated in the sole discretion of South African Airways.

17.5 South African Airways reserves the right to audit and suspend any SAA Voyager account, at any time without notice to a Member, until such audit is completed.

## 18. Deceased SAA Voyager Members

18.1 SAA Voyager must be informed of the Member's death and a valid death certificate and an extract copy of the deceased Member's last will and testament must be submitted to the nearest Voyager Service Centre.

18.2 If the beneficiary dies, the deceased Member's account reverts to SAA Voyager.

18.3 Accumulated miles from the deceased Member's account cannot be split among family members (unless specified in the Member's last will and testament), nor be combined with any other SAA Voyager Membership Number.

18.4 However, the deceased Member's beneficiaries may request Awards from the deceased Member's account, provided that there are sufficient unexpired miles available.

18.5 The beneficiary cannot transfer the Awards mentioned above to a third party.

18.6 No miles will be credited to the Member's account after the date of death as stated on the death certificate.

## 20. Cancellation of Membership by Members

20.1 Members may cancel Membership in the Voyager Programme at any time without penalty' Members shall be required to provide a copy of their identification document (ID) or passport associated with the Membership.

20.2 All accumulated miles will, immediately upon receipt by South African Airways of notice of cancellation of Membership, be forfeited and the Member's account will be closed. Miles cannot be transferred, assigned, sold or combined in any manner whatsoever with any account or miles of another person, whether or not that person is a Member.

20.3 The cancellation of Membership is a Member's sole right and remedy with respect to any dispute a Member may have with South African Airways.

## 21. Postal and courier responsibility

21.1 South African Airways cannot be held responsible in any manner whatsoever for postal delays or for items lost or damaged in the post.

21.2 SAA Voyager takes no responsibility whatsoever for any disruption or loss of Voyager Programme updates or literature, as well as submitted documentation due to postal / courier service failure or strike action.

## 22. Exclusion of liability



22.1 South African Airways will not assume responsibility to a Member (or any person nominated by a Member for an Award) for any indirect, consequential or special damages, howsoever caused, whether arising from any act or omission of South African Airways, its employees, officers, directors, shareholder, agents or any third party for whom South African Airways is vicariously responsible (contractually or otherwise) save where such damages were caused by the gross negligence or wilful misconduct of South African Airways or any third party for whom South African Airways is vicariously responsible (contractually or otherwise). MEMBERS HEREBY INDEMNIFY SOUTH AFRICAN AIRWAYS AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY A MEMBER OR ANY THIRD PARTY ARISING IN ANY WAY FROM THE MEMBER'S USE OF THE SAA VOYAGER WEBSITE, THE SOUTH AFRICAN AIRWAYS WEBSITE (WWW.FLYSAA.COM) AND/OR ANY LINKED THIRD PARTY WEBSITE.

### 23. Limitation of liability

23.1 Any claim for direct damages that the Member or the holder of any Award issued may have against South African Airways:

23.1.1 may only be brought in the South Gauteng High Court of South Africa, Johannesburg, the jurisdiction of which the Member consents; and

23.1.2 shall be the lesser of the actual loss suffered or R500.00 (five hundred Rand), which may be discharged by South African Airways in its discretion, by the Awarding of accrual miles equivalent to the amount Awarded.

### 24. No representations

24.1 Members may not rely on any representation or term express, understood or implied, which allegedly induced them to become a Member of the SAA Voyager Programme, unless such representation is recorded herein or in writing and signed by a duly authorised representative on behalf of South African Airways.

### 25. Variation, cancellation and waiver

25.1 Subject to the provisions of paragraph 16 above, South African Airways shall be entitled at any time to amend or revise these Terms and Conditions.

25.2 No contract varying, adding to, deleting from or terminating these Terms and Conditions (and no waiver of any right under these Terms and Conditions) may be claimed by the Member unless such is in writing and is signed by or on behalf of South African Airways by a duly authorised representative.

### 26. Cession, transfer, assignment and delegation

26.1 Members may not cede, assign or transfer their rights nor delegate their obligations at any time, except as expressly set out herein.

26.2 South African Airways may cede, assign or transfer its rights and/or delegate its obligations at any time, without the consent of the Members.

### 27. Applicable law

27.1 These Terms and Conditions shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

### 28. Conflicts and ambiguities

28.1 If there is any conflict between these Terms and Conditions and any other terms, rules or regulations of the Voyager Programme, or any Awards thereunder, or if there is any ambiguity, inconsistency or omission, it shall be referred to the Executive of SAA Voyager Customer Loyalty whose decision on this matter shall be final and binding on the Member.

## 29. Electronic communications and transactions

### 29.1 Privacy policy

29.1.1 South African Airways respects Members' privacy and will take reasonable measures to protect same, as more fully detailed below.

29.1.2 South African Airways may require a Member to provide certain Member Information, which includes but is not limited to –

- 29.1.2.1 the Member's name and surname;
- 29.1.2.2 the Member's email address;
- 29.1.2.3 the Member's physical and postal address;
- 29.1.2.4 the Member's gender;
- 29.1.2.5 the Member's contact numbers;
- 29.1.2.6 the Member's date of birth; and
- 29.1.2.7 the Member's identification and/or passport number.

29.1.3 Should the Member Information change, it is the Member's responsibility to inform South African Airways and provide the updated Member Information as soon as reasonably possible to enable South African Airways to update the Member Information.

29.1.4 Member Information may be collected automatically via "cookies". "Cookies" are small text files a website can use (and which South African Airways may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content. The type of information collected by cookies is not used to personally identify a Member. If a Member does not want information collected through the use of cookies, there is a simple procedure in most browsers that will allow a Member to deny or accept the cookie feature. Please note that the cookies function may be necessary to provide a Member with certain features available on the South African Airways' website ( [www.flysaa.com](http://www.flysaa.com) ), and thus if a Member disables the cookies function on their internet browser the Member may not be able to use those features, and the Member's access to the South African Airways website will therefore be limited and not able to be optimized. If a Member accepts the "cookie" function, the Member accordingly thereby consents to South African Airways using any personal information collected by the cookie function subject to the provisions of paragraph 29.1.7.

29.1.5 Members may choose to provide additional personal information to South African Airways, in which event Members agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent Member affiliation with anyone or anything.

29.1.6 The purposes for which South African Airways will use Member Information are as follows:

- 29.1.6.1 to communicate with Members;
- 29.1.6.2 to contact Members regarding current or new services or Benefits (provided Members have consented to receiving such marketing material);
- 29.1.6.3 to inform Members of new features, special offers and promotions (provided Members have consented to receiving such marketing material);
- 29.1.6.4 for non-personal statistical purposes; and
- 29.1.6.5 to improve Member experience on South African Airways' website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with South African Airways.
- 29.1.7 South African Airways may share Member Information with business partners for commercial reasons.
- 29.1.8 South African Airways will not use a Member's personal information for any purpose (other than as stated above) without Members' express consent. South African Airways will not use or disclose Member Information to third parties without Member consent, unless the use or disclosure is –
  - 29.1.8.1 required in order to comply with applicable law, order of court or legal process served on South African Airways; and/or
  - 29.1.8.2 disclosure is necessary to protect and defend the rights or property of South African Airways.
- 29.1.9 South African Airways will be entitled to disclose Member Information to those employees and/or third party service providers requiring such information for purposes of ensuring the smooth function of the Voyager Programme.
- 29.1.10 South African Airways shall –
  - 29.1.10.1 treat Member Information as strictly confidential;
  - 29.1.10.2 take appropriate technical and organisational measures to ensure that Member Information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 29.1.10.3 provide Members with access to Member Information to view and/or update personal details;
  - 29.1.10.4 promptly notify Members if South African Airways become aware of any unauthorised use, disclosure or processing of your Member Information;
  - 29.1.10.5 provide Members with reasonable evidence of South African Airways' compliance with its obligations under these Terms and Conditions on reasonable notice and request; and
  - 29.1.10.6 upon Member's request, promptly return or destroy any and all Member Information in South African Airways possession or control.
- 29.1.11 South African Airways will not retain Member Information longer than the period for which it is needed, unless South African Airways are required by law to do so, or Members consent to South African Airways retaining such information for a longer period. South African Airways policy for retention of documents and/or information is 5 years.

29.1.12 Whilst South African Airways will do all things reasonably necessary to protect Members' rights of privacy, South African Airways cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of Member Information, whilst in South African Airways' possession, made by third parties who are not subject to South African Airways' control, unless such disclosure is as a result of South African Airways gross negligence.

29.1.13 If Members disclose Member Information to a third party, such as an entity which operates a website linked to this South African Airways' website or anyone other than South African Airways, SOUTH AFRICAN AIRWAYS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY MEMBERS AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because South African Airways do not regulate or control how that third party uses Member Information. Members should always ensure that they read the privacy policy of any third party.

## 29.2 Security of information

29.2.1 All reasonable steps will be taken to secure Member Information.

29.2.2 Members undertake not to divulge their user name and passwords or PIN to any other person. Should Members divulge such information, South African Airways accepts no responsibility for losses.

29.2.3 It is expressly prohibited for any Member, person, business, or entity to gain or attempt to gain unauthorised access to any page on the South African Airways website ([www.flysaa.com](http://www.flysaa.com)) to deliver or attempt to deliver any unauthorised damaging or malicious code to the website. Any Member or person who delivers or attempts to deliver any unauthorised, damaging or malicious code to the website or attempts to gain unauthorised access to any page on the website shall be held criminally liable, and in the event that South African Airways or SAA Voyager should suffer any damage or loss, civil damages will be claimed against such Member or person.

## 29.3 Disclaimer

29.3.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, South African Airways shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the website or the services or content provided from and through the website. Furthermore, South African Airways makes no representations or warranties, implied or otherwise, that, among others, the content and technology available from the website are free from errors or omissions or that the service will be 100% (one hundred percent) uninterrupted and error free.

29.3.2 The website is supplied on an 'as is' basis and has not been compiled or supplied to meet the Member's individual requirements. It is the sole responsibility of the Member to satisfy him/herself that the service available from and through the website will meet the Member's individual requirements and be compatible with the Member's hardware and/or software.

29.3.3 Information, ideas and opinions expressed on the website ([www.flysaa.com](http://www.flysaa.com)) should not be regarded as professional advice or the official opinion of South African Airways or SAA Voyager.

29.3.4 When Members visit the South African Airways website or send emails to South African Airways or SAA Voyager, the Member consent to receiving communications from South African Airways electronically.

## 30. LINKED THIRD PARTY WEBSITES

30.1 The South African Airways website ([www.flysaa.com](http://www.flysaa.com)) may contain links or references to other websites ("Third Party Websites") outside of South African Airways control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and South African Airways is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

30.2 Notwithstanding the fact that the South African Airways website may refer to or provide links to Third Party Websites, Members' use of such Third Party Websites is entirely at its own risk and South African Airways are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

### 31. NOTICES

31.1 As a Member, you agree that your domicilia citandi et executandi ("domicilium") will be the address provided by you when you registered as a Member for the purposes of receiving any written notices in respect of these Terms and Conditions. Members may, by written notice to South African Airways, vary its domicilium to any other address which is not a post office box. Should Members have any questions or queries under these Terms and Conditions, please contact South African Airways at:

Address: South African Airways, Airways Park, Jones Road, Kempton Park, 1627

E-mail address: [voyager@flysaa.com](mailto:voyager@flysaa.com)

### 32. PROVISIONS SEVERABLE

All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect.