

## **Elevate Program – General Terms and Conditions**

Your company (“Company” or “your Company”) has elected to participate in Virgin America’s corporate rewards program known as Elevate. The following terms and conditions (the “Program Rules”) form the basis of your Company’s participation in the Elevate Program (“Elevate” or “the Program”). Virgin America reserves the right to modify these Program Rules at any time and without notice and such updated Program Rules will become effective at the time they are made available at [www.virginamerica.com/vx/elevate-inc](http://www.virginamerica.com/vx/elevate-inc)).

### **General Conditions**

#### **1. Earning Elevate Reward Dollars**

1.1 The Elevate Program is a corporate incentive program for business travel purchases on Virgin America flights by U.S. based corporate customers.

In order for your Company to earn and accrue Elevate reward dollars, the following ticketing conditions must be satisfied:

- a) Published fare tickets must be purchased by your Company and issued in the any of the 50 states of the United States;
- b) Those tickets must be issued using the assigned Elevate, Inc. Identification Code (“Elevate Code”); and
- c) Those tickets must be flown on Virgin America during the Program term.

1.2 For your Company tickets that satisfy the conditions in Section 1.1, Elevate reward dollars are credited to your Company account based on actual net flown revenue, excluding all taxes, fees, surcharges and commissions, realized by Virgin America from your Company’s business travel that has the Company-assigned Virgin America Elevate Code in the promo code box on [virginamerica.com](http://virginamerica.com) or in the ticket designator box through your travel agency or TMC of the flown ticket (“Eligible Revenue”). Government fares, meeting fares, negotiated fares, or any fare requiring the use of another identification code in the tour code box or the use of a ticket designator on a ticket does not qualify as Eligible Revenue for Elevate. No bonus commission programs or rate programs shall apply to Eligible Revenue under the Elevate Program. Eligible Revenue earned, if any, will be credited to your Company according to the fare paid, not the cabin flown, and will not be credited on any upgrade.

1.3 Elevate reward dollars are earned by your Company in the amount of 3% of the base fare in all fare classes including Main Cabin, Main Cabin Select, and First and excludes all taxes, fees, surcharges, upgrades, or other ancillary items. Virgin America reserves the right to change the method for earning Elevate reward dollars, the eligible fare classes, and the percentage amount credited without notice.

## **2. Program Term**

2.1 To earn Elevate reward dollars and to remain in the Elevate Program, your Company must generate a minimum of \$20,000 in Virgin America net flown revenue in the initial 12-month period of the Elevate Program. If your Company is successful in achieving this minimum net flown revenue requirement in the initial term, your Company will earn Elevate Reward dollars and your Company's participation in the Elevate Program will be automatically renewed for another 12-month term. If your Company fails to meet the minimum net flown revenue requirement during any 12-month period of the agreement, your Company's participation in the Elevate Program will not be renewed and your Company will not accrue any benefits during that 12-month Program term (e.g., if your Company achieves net flown revenue of \$19,000 during a 12-month term, the minimum net revenue is not achieved and no Elevate Reward dollars are earned by your Company).

2.2 Participation in the Elevate Program is between the Virgin America and the Company. Only the Company can accrue Elevate Reward dollars under the Program, and the Company, in accordance with Program Rules, will determine how those reward dollars are redeemed by the Company (and if rewards are distributed to Company employees).

2.3 Elevate Reward dollars earned must be redeemed and used in accordance with the Elevate Program. Virgin America will make available to the Company Elevate Reward dollars earned, based on net flown revenue on Virgin America. When enrolled in the Program, the Company is assigned a unique Elevate ID Code. In order for the flown revenue to be automatically tracked and counted toward the Program, each business travel ticket must include the Company's Elevate ID Code. No retroactive credit will be applied if the Elevate ID Code is not recorded properly on Company tickets.

## **3. Redeeming Elevate Reward Dollars**

3.1 Elevate Reward dollars are issued once each year for all Elevate customers on or around the same date. You must be a member of Elevate for one year prior to receiving any Elevate Reward dollar amount. If you become a member close to the annual payout date, you may receive rewards outside of the standard cycle and the required program amount of \$20,000 may be prorated higher or lower depending on the period of time before or after the annual reward date.

3.2 Elevate Reward dollars may only be redeemed on Virgin America operated flights purchased on virginamerica.com and expire one year from issue date. Elevate Reward dollars can only be used on the base fare on Virgin America operated flights and cannot be used for taxes, fees, checked luggage, upgrades, or other ancillary items.

## **4. Miscellaneous**

4.1 No Barter, Sale Transfer or Assignment of Elevate Reward Dollars. The sale, barter, transfer or assignment of any Elevate Reward dollars is expressly prohibited and a violation of the Program Rules. In the event that your Company engages in any such activity, Virgin

America can immediately terminate your Company's participation in the Elevate Program, causing your Company to forfeit all accrued but unused Elevate Reward dollars.

4.2 Termination of Your Participation in Elevate. Virgin America may terminate your Company's participation in Elevate if your Company (1) fails to follow the Program Rules, (2) abuses its Elevate privileges, (3) engages in any conduct detrimental to the interest of the Virgin America, or (4) provides false or misleading information to Virgin America in connection with the Elevate Program. In addition, in connection with such termination, your Company will forfeit of all rewards or benefits earned but not redeemed in the Program. Your qualification for enrollment in Elevate is based on information provided by your Company at the time of enrollment. Should any of that information prove to be inaccurate, Virgin America may terminate your participation in the Elevate Program.

4.3 Modifications or Termination of the Elevate Program. Elevate Program participation and rewards offered to its members ("Rewards") are provided at the discretion of the Virgin America, and Virgin America has the right to terminate the Elevate Program, or to change the Elevate Program Rules, regulations, benefits, conditions of participation, or Elevate Reward dollars offered in whole or in part, at any time with or without notice, even though changes may affect the value of the Elevate Reward dollars accrued. Virgin America may also, among other things, withdraw, limit, modify or cancel any Elevate rewards; increase revenue requirements; modify or regulate the transferability of accrued Elevate Rewards; add an unlimited number of blackout days; or limit the number of seats available, to any or all destinations where Elevate Reward dollars may be used to purchase tickets. You may not rely upon the continued availability of an Elevate Program or Elevate Reward dollars or Elevate Rewards level, and Elevate Rewards may not be eligible for redemption or use to all destinations or on all flights.

4.4 Elevate Data. By participating in the Elevate Program you understand and agree that travel data collected by the Elevate Program can be viewed and used by Virgin America for its business and marketing purposes.

4.5 Your Company's Responsibilities. Your Company is responsible for adhering to and ensuring that its employees adhere to all terms and conditions of the Elevate Program. Your Company is responsible for advising Virgin America of any change of address, and Virgin America shall have no liability for lost, delayed or misdirected mail or any consequences thereof.

4.6 Taxes. Any taxes, duties or charges resulting from the issue or use of Elevate Reward dollars shall be the responsibility of your Company.

4.7 Miscellaneous. All transportation is subject to Virgin America's Conditions of Carriage and applicable law. Participation in the Elevate Program may not be assigned by your Company. Virgin America shall not be liable for any liability or damages incurred by your Company in connection with its participation in the Elevate Program. The Elevate Program shall be construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles.