

West Coast Air Ltd.
Air Bucks Travel Reward Program
Terms of Use and Agreement

The following Air Bucks Voucher Agreement describes the terms and conditions that apply to the pre-paid account of your Air Bucks travel reward program. This agreement is divided into two parts. Part One describes the terms that apply generally to the Air Bucks Voucher. Part Two contains important legal terms and conditions, including information regarding West Coast Air Ltd.'s privacy statement, our mutual agreement to exclusively arbitrate disputes, and how we may make changes to this agreement.

By using Air Bucks Vouchers, you agree to the terms of this agreement. Please keep a copy of this agreement for your records.

PART ONE: AIR BUCKS GENERAL TERMS

About Your Account; Air Bucks Purchases Only

The Air Bucks Voucher is issued to you by West Coast Air Ltd. It confirms you have you have purchased a prepaid electronic travel credit dollar value. This voucher is valid as payment on all routes, scenic tours, and charters West Coast Air flies. The denominations that you purchase on your Air Bucks Voucher are a pre-payment only for the travel services of West Coast Air Ltd. Unless otherwise required by law or permitted by this agreement, any amount on your Air Bucks Voucher is non-refundable and may not be redeemed for cash. No interest, dividends, or any other earnings on funds deposited to an Air Bucks Voucher will accrue or be paid or credited to you by West Coast Air Ltd.

Purchasing Voucher Credit Value.

Air Bucks Vouchers may be redeemed for future travel on West Coast Air at www.westcoastair.com or through West Coast Air reservations. You can purchase an Air Bucks Voucher using a cheque, money transfer, credit card, debit card by calling 1-800-347-2222, or in cash by visiting any West Coast Air terminal.

You have agreed to establish an Air Bucks Account "the Account" for use of prepaid travel service "the Service". You agree to pay for the Service by deductions from your Account. After your initial Account set up, we will provide the Service to you until you have depleted your Account balance.

Air Bucks vouchers are sold in set denominations that start at a cost of \$1000.00 as follows:

<u>Purchase</u>	<u>Voucher Credit Value</u>	
\$ 1,000	\$ 1,100	=10% bonus credit
\$ 2,500	\$ 2,900	=16% bonus credit
\$ 5,000	\$ 6,000	=20% bonus credit
\$ 10,000	\$ 12,500	=25% bonus credit
\$ 25,000	\$ 32,000	=28% bonus credit
\$ 50,000	\$ 65,000	=30% bonus credit
\$ 75,000	\$ 98,250	=31% bonus credit
\$ 100,000	\$ 132,000	=32% bonus credit

Fees and Voucher Balances.

West Coast Air Ltd. does not charge any fees for the issuance, activation, or use of your Air Bucks Voucher and your Air Bucks Voucher has no expiration date. If there are no transactions on your account for twenty-four (24) consecutive months and there is a balance, we will make reasonable attempts to contact you. If no contact can be made based on the contact information on your profile, we reserve the right to deactivate your account and void any remaining balance. It is your responsibility to ensure that your contact information is kept up to date in your Air Buck's profile.

Receipts and Statements.

You will not be sent statements of itemized transactions from your Air Bucks Voucher account. You can check the balance of your Air Bucks account or review recent transactions on your Air Bucks account by logging in to your account at our web site at www.westcoastair.com or by calling the Air Bucks department at (604)-648-4407 or email airbucks@westcoastair.com. You will need to have your Air Bucks Voucher number available in order to access your account. You are advised to keep a record of all bookings on your account and to check your online reports to ensure that only authorized transactions are on your account

Flight Cancellation, No-shows.

Flights booked using Air Bucks Vouchers are subject to West Coast Air Ltd.'s cancellation policy in effect at the time of booking. For further clarity, charges that would normally be incurred for late cancellation or no-shows will be charged against your Air Bucks account.

Billing Errors, Corrections.

We reserve the right to correct the balance of your Air Bucks account if we believe that a clerical, billing or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your Air Bucks account, please call our customer service department at 1-800-347-2222. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. We shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

Registration; Liability for Unauthorized Transactions.

Because your Air Bucks Voucher is used like cash for purchases from West Coast Air Ltd, you are responsible for all transactions associated with your Air Bucks Voucher, including unauthorized transactions. If your online password is compromised or you become aware of unauthorized transactions on your account, please notify us immediately at 1-800-347-2222.

PART TWO: IMPORTANT LEGAL TERMS**Privacy Statement.**

For information concerning how we collect, use and disclose information concerning the Air Bucks Voucher and how to select privacy preferences regarding certain promotional communications, you should refer to our privacy statement at www.westcoastair.com or call 1-800-347-2222 and ask us to mail you a copy.

Changes to This Agreement.

We may amend the terms of this agreement at any time, including any rights or obligations you or we may have. We will notify you of any change, addition or deletion by email. In addition, we will post the terms to the modified agreement on our web site at www.westcoastair.com. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our web site or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Air Bucks Vouchers. You are deemed to accept the changes, additions or deletions if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice, or (2) you use your Air Bucks Voucher after such notice period. If you do not accept the changes, additions or deletions, your Air Bucks Vouchers will be cancelled and any amounts remaining on your Air Bucks Voucher will be refunded to you.

Cancellation of This Agreement.

We may suspend or terminate this agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Air Bucks Voucher. If we terminate this agreement without cause, we will refund the

balance held in your Air Bucks Voucher account less any amounts that you may owe us. In the event that this agreement is terminated, this Part Two shall survive in accordance with its terms.

Arbitration Rights.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Binding Arbitration.

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this Agreement or your use of the Air Bucks Voucher (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures.

You must first present any claim or dispute to us by contacting our Customer Service Department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days. Unless you and we agree otherwise, any arbitration will take place in Vancouver, British Columbia, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute.

Costs of Arbitration.

All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions.

By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Governing Law – British Columbia.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Disclaimers and Limits of Liability.

WEST COAST AIR LTD. MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIR BUCKS VOUCHER , INCLUDING, BUT NOT LIMITED TO,

ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WEST COAST AIR LTD. DOES NOT REPRESENT OR WARRANT THAT YOUR AIR BUCKS VOUCHER WILL ALWAYS BE ACCESSIBLE OR ACCEPTED.

IN THE EVENT THAT WEST COAST AIR LTD ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR AIR BUCKS VOUCHER . WEST COAST AIR LTD SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WEST COAST AIR LTD. OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO AN AIR BUCKS VOUCHER THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

Assignment.

We may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement; Construction.

This agreement is the complete and exclusive statement of agreement between you and West Coast Air Ltd., and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

Inquiries or Questions.

If you have any questions regarding this agreement or your Air Bucks Voucher, please visit our web site at www.westcoastair.com or call us at 1-800-347-2222.