

NEXUS AIRLINES CORPORATE REWARDS PROGRAM

Terms and Conditions

Program Overview

1. The Nexus Airlines Corporate Rewards Program (**Program**) is offered by Aviair Pty Ltd (ABN 94 009 145 055), trading as Nexus Airlines, or any of its related bodies corporate, as applicable (**Nexus Airlines**), to eligible businesses to reward frequent travel on the Nexus Airlines network.
2. By registering for the Program, the Company agrees:
 - a) to these Terms and Conditions; and
 - b) that a Nexus Airlines representative may contact the Company to discuss its ongoing company travel requirements on Nexus Airlines. Contact will be made in accordance with Nexus Airlines Privacy Policy.
3. All travel under the Program remains subject to Nexus Airlines Conditions of Carriage, available at nexusairlines.com.au/before-you-fly/conditions-of-carriage.

Definitions

Term	Meaning
Company	A business that has been accepted by Nexus Airlines into the Program in accordance with these Terms and Conditions.
Disruption	An event that prevents a flight from completing its scheduled route, including adverse weather conditions, mechanical issues, air traffic control restrictions, or other operational or safety reasons.
Eligible Flight	A qualifying flight as described in clause 4.
One-way Flight	A flight taken on a single flight number from a point of origin to a destination, irrespective of whether there are stops enroute.

Personnel	Officers, employees, contractors and consultants of the Company travelling in the course of their employment or engagement. It does not include family of the Personnel.
Program Period	The Program runs from 2 June 2026 to 31 December 2027 (unless extended or withdrawn earlier by Nexus Airlines in accordance with these Terms and Conditions).
Quarter	A three (3) calendar month accrual period commencing on the date the Company's first Eligible Flight in that period is completed, and ending three (3) calendar months from that date.
Reward Flight	A complimentary One-way Flight on the Nexus Airlines network earned by a Company upon its Personnel completing nine (9) Eligible Flights in a Quarter.
Reward Flight Booking Form	<p>The form available is to be completed by the Company when claiming a Reward Flight, including the following details:</p> <p>(a) the Company's ABN;</p> <p>(b) the date and booking reference for each qualifying Eligible Flight in the relevant Quarter; and</p> <p>(c) the preferred date and route for the Reward Flight.</p>

Eligibility to participate in the Program

1. To be eligible to participate in the Program, a business must:
 - a) hold an active Australian Company Number (ACN) or Australian Business Number (ABN); and
 - b) accurately complete the Registration Form.

2. The following businesses are not eligible to participate in the Program:
 - a) businesses that are party to a separate corporate agreement, discount arrangement or negotiated fare arrangement with Nexus Airlines; or

- b) businesses whose association with Nexus Airlines could, in Nexus Airline's reasonable opinion, damage or bring into disrepute the reputation or brand of Nexus Airlines.
- 3. Nexus Airlines reserves the right to accept or reject any Company Registration.

Eligible Flights

- 4. To qualify as an Eligible Flight, the flight must be:
 - a) booked by the Company for its Personnel;
 - b) for a paid One-way Flight taken on the Nexus Airlines network;
 - c) completed during the Program Period;
 - d) taken by the Company's Personnel in the course of their employment or engagement with the Company. Flights taken for personal, holiday or leisure travel are not eligible.
- 5. All flights (including Reward Flights) are subject to availability. Nexus Airlines does not guarantee availability on any particular route, date or fare class.
- 6. Eligible Flights do not include:
 - a) charter flights or hybrid-charter flights operated by Nexus Airlines, including all flights between Perth and Kalgoorlie;
 - b) flights booked under any other corporate agreement, discount arrangement or incentive program with Nexus Airlines;
 - c) flights that are cancelled, not completed or where the passenger fails to board (no-show);
 - d) any flight that departs but does not reach its scheduled destination due to a Disruption, including where the aircraft returns to the point of departure;
 - e) Reward Flights; and
 - f) NexYou fares.

Reward Flights

- 7. When a Company completes nine (9) Eligible Flights within a Quarter, it will receive one (1) complimentary One-way Flight to be used on Nexus Airlines within a six (6) calendar month period, taken from the date the ninth (9th) Eligible Flight is taken.
- 8. A One-way Flight counts as one (1) Reward Flight. A return booking counts as two (2) Reward Flights.
- 9. To redeem a Reward Flight, the Company must:

- a) complete and submit the Reward Flight Booking Form found at [insert]; and
- b) ensure the requested Reward Flight is no earlier than 72 hours after the date the form is submitted.

10. The Reward Flight:

- a) is only valid on Nexus Airlines operated services;
- b) may be used by the Company's Personnel only;
- c) must be redeemed within six (6) calendar months of the date the ninth (9th) Eligible Flight was taken. Any Reward not redeemed within this period will be forfeited and neither the Company or its Personnel will have any further entitlement in respect of that Reward Flight;
- d) is subject to availability at the time of booking. Nexus Airlines does not guarantee availability on any particular route, date or fare class;
- e) is non-transferable, non-exchangeable and not redeemable for cash; and
- f) covers the full fare, including applicable taxes and charges.

11. There is no limit on the number of Reward Flights a Company may accrue during the Program Period.

Privacy Policy

12. Nexus Airlines will handle all personal information in accordance with its Privacy Policy, available at nexusairlines.com.au/contact-us/privacy-policy. The Privacy Policy sets out how Nexus Airlines collects, holds, uses and discloses personal information, and how individuals may access or correct their information or make a privacy complaint.

Tax

13. A Reward Flight earned under this Program may have tax implications for the Company, including potential fringe benefits tax obligations under the *Fringe Benefits Tax Assessment Act 1986* (Cth). The Company is solely responsible for determining and meeting any tax obligations arising from its participation in the Program, including any FBT liability associated with the use of a Reward Flight. Nexus Airlines will not be responsible for compensating the Company or its Personnel for any FBT implications arising from the Program. Nexus Airlines does not provide tax advice. Nexus Airlines recommends that the Company seeks independent tax advice.

Variation and Withdrawal

14. Nexus Airlines may need, and is entitled, to change these Terms and Conditions from time to time. Nexus Airlines will act reasonably in making any changes and publish any changes to the Terms and Conditions on the Nexus Airlines website. It's important the Company

understands that the eligibility criteria for both Eligible Flights and Reward Flights may change over time.

15. Any variation will not affect completed Eligible Flights or Reward Flights already earned and not yet redeemed as at the effective date of the change.
16. Nexus Airlines reserves the right to, at any time, to withdraw the Program. Any withdrawal will not affect any Reward Flights already earned and not yet redeemed as at the withdrawal date.

Misuse

17. If Nexus Airlines reasonably suspects any of the following, it may notify the Company and cancel the Company's participation in the Program:
 - a) misuse of the Program (including claiming non-business travel as Eligible Flights);
 - b) fraudulent or misleading conduct;
 - c) the Company or its personnel engaging in conduct, or having an association, which in Nexus Airlines' reasonable opinion could adversely affect Nexus Airlines' reputation, brand or goodwill; or
 - d) a breach of these Terms and Conditions.
18. Where Nexus Airlines issues a notice under clause 18, it will provide the Company with a reasonable opportunity to respond. Nexus Airlines will consider any information provided by the Company before making a final decision to cancel the Company's participation.
19. Nothing in this clause prevents Nexus Airlines from immediately suspending or cancelling a Company's participation where Nexus Airlines considers it reasonably necessary. Any decision under this clause will be made by Nexus Airlines in its sole discretion and at any time.
20. Upon cancellation under this clause, any Eligible Flights completed and any Reward Flights earned but not yet redeemed are forfeited, and the Company will have no further entitlement under the Program.

Liability and Consumer Law

21. Nothing in these Terms and Conditions excludes, restricts or modifies any statutory guarantees, to the extent applicable, under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).
22. To the extent permitted by law, Nexus Airlines liability arising directly from the Program is limited to the resupply of the relevant Reward Flight. These Terms and Conditions do not limit any additional rights and remedies that the Company may be entitled to under the *Competition and Consumer Act 2010 (Cth)*.

23. Nexus Airlines liability with regard to the performance of flights is as described in its Conditions of Carriage, and is also subject to *Civil Aviation (Carrier's Liability) Act 1959* (Cth).

Governing Law

24. These Terms and Conditions are governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.