

MILES-TO-GOsm PROGRAM RULES

Welcome to the ToGoAway Travel Network Miles-To-Gosm Frequent Traveler Program

WELCOME

Welcome! ToGoAway Travel Network has introduced a unique travel awards program in the travel industry to reward and recognize our travelers whether you travel often or occasionally. We are committed to maintaining our position as an innovative and successful travel agency.

The *Exclusive* MILES-TO-GOsm program offers you the opportunity to earn points with *every qualifying purchase you make only at ToGoAway Travel Network*. You can claim awards ranging from free airline tickets, credit for cruises, to discounts on hotel and car rentals

MEMBERSHIP

- 1. Although each individual can enroll separately and only once in the program, <u>one</u> member of a family may enroll and be designated to earn all of the points awarded for vacation or leisure trips. Whoever <u>pays</u> for the travel arrangements earn the MILES-TO-GOsm points.
- 2. Corporations, partnerships and/or other entities may enroll as participants. However, the company must enroll as only one account
- 3. Points cannot be earned before you have enrolled in the MILES-TO-GOsm program. No retroactive credit will be given.
- 4. In order to protect the security of your account, legal name change requests must be submitted in writing along with your signature to ToGoAway Travel Network. You must include supporting legal documentation, such as a copy of a marriage certificate or divorce decree. This documentation must contain both your former and current names.
- 5. MILES-TO-GOsm points earned at ToGoAway Travel Network may not be combined with points earned in any other program unless associated with ToGoAway Travel Network.
- 6. Membership is open to any individual with a mailing address in the U.S.
- 7. Each individual account must reflect the individual's full first and last name. Only the member named on the account that pays for the travel may accrue points and will be entitled to access the account information.
- 8. Any member who does not have a change to their account balance for a period of 365 consecutive days may not receive newsletters, correspondence or other materials, including notification of program changes.

- 9. An account that does not show any activity for 24 months will be changed to "inactive" status and accumulated points will expire. It will be necessary for the former MILES-TO-GOsm account holder to enroll in MILES-TO-GOsm as a new member.
- 10. Points can be earned for cruises, vacation packages, cars, or tours. You will have four (4) years to use any MILES-TO-GOsm Points (MTGP) you earn, as long as you remain in "active" status. Points earned in any calendar year will expire after four (4) calendar years unless it is used to claim awards.
- 11. Each member is responsible for advising ToGoAway Travel Network of any change in address, and ToGoAway Travel Network shall have no liability for misdirected mail, or any consequences thereof.
- 12. Name and address changes should be requested in writing and include the signature of applicable member.
- 13. ToGoAway Travel Network has waived the MILES-TO-GOsm program annual membership fee for your first three (3) years of membership as a benefit for being a charter member. Currently there are no plans to implement a fee for the MILES-TO-GOsm, but in the event there would be, you will be notified sixty (60) days in advance if there would be any fee for the program, and if you would want to continue receiving MILES-TO-GOsm benefits.

EARNING MILES-TO-GOsm

To earn ToGoAway Travel Network MILES-TO-GOsm points when you travel, you must purchase your travel arrangements at ToGoAway Travel Network or on www.ToGoAway.com and follow these rules and guidelines.

- 1. You will earn one point for every dollar spent exclusive of taxes and surcharges for the purchase of cruises, tours, vacation packages, car, and hotel reservations. From time to time BONUS MILES-TO-GOsm points may be offered by ToGoAway Travel Network.
- 2. When reservations are only made for cars and hotels, documentation proving payments for hotel and car rentals must be provided in order to reconcile MILES-TO-GOsm points in the ToGoAway Travel Network database. In addition, verification that the reservations remain with ToGoAway Travel Network and the commissions were paid is required to validate points.
- 3. Reservations must be booked in the same name as it appears on your MILES-TO-GOsm membership enrollment form.
- 4. MILES-TO-GOsm points are combinable only between spouses. Businesses within the same company may pool their points provided payments for travel service are made by that business.
- 5. Members of ToGoAway Travel Network MILES-TO-GOsm program who are also members of other travel programs may also receive credit in both programs for the same travel arrangements, provided the travel arrangements are made through ToGoAway Travel Network. MILES-TO-GOsm Points are not combinable, with frequent traveler or credit card programs

POINTS ACCRUAL

1. Only members of MILES-TO-GOsm are eligible to accrue points in the program. Point credits may only be earned for transactions dated after the member's enrollment in the program.

- 2. ToGoAway Travel Network reserves the right to establish additional means of accruing points, to delete any or all means currently recognized, or to exclude specific types of transactions or tickets from the accumulation of points without notice.
- 3. Points will not be earned on unused, refunded or any additional tickets purchased for the same flight for any reason.
- 4. Pooling or combining points earned by two or more members into one account is not allowed, except as specifically explained on page 1, item 2 and page 2, item 4.
- 5. ToGoAway Travel Network is the final authority on qualification for mileage credit and the number of award certificates required to redeem an award.
- 6. ToGoAway Travel Network reserves the right to utilize any scheduled carrier or combination of vendors/carriers to fulfill the requested itinerary for the MILES-TO-GOsm award.
- 7. MILES-TO-GOsm points are not combinable with mileage earned from frequent travel award program or from any other promotion or source which awards airline miles.

REQUESTING AWARDS

- 1. To request your Award Certificate, simply complete the Award Request Form available online at www.ToGoAway.com and return it to ToGoAway Travel Network. If you do not have access to the internet, you may request the award by contacting ToGoAway Travel Network. Be sure to include your name, address, point level, award description, daytime telephone number, and signature. We cannot accept award requests by telephone. Award Certificates can be issued only by ToGoAway Travel Network where the qualifying travel arrangements were purchased.
- 2. Your points will be verified by ToGoAway Travel Network, who will verify that there are adequate points for the award you are requesting. Upon issuance, you will be issued notification of any balance after your award level points have been deducted.
- 3. Awards will be delivered only to the name and address of the ToGoAway Travel Network MILES-TO-GOsm member claiming the award.

ToGoAway Travel Network MILES-TO-GOsm Points may not be brokered, bartered, sold or altered in any way. Any persons selling, purchasing or bartering the MILES-TO-GOsm Points may be liable for payment of damages, litigation and transaction costs. All such items are void and may be confiscated. ToGoAway Travel Network reserves the right to request information on any award certificate that in ToGoAway Travel Network's sole judgment may be in violation of any rules governing ToGoAway Travel Network's MILES-TO-GOsm Frequent Traveler Program.

REDEEMING AWARDS

Award travel is subject to capacity controls. Current award information can be found at **www.togoaway.com/miles.cfm**. ToGoAway Travel Network and the vendors work within a limit of the available travel arrangements. As an example: for airline tickets the number of seats varies depending upon flight, date, season, and destination. Seats for award travel are booked in special classes of services. If the class of service applicable to the award is not available, another flight, date, destination or airline must be selected. Once these seats are filled there may be no more award seats available. Members may not make reservations for MILES-TO-GOsm awards him/herself since reserving a seat in an incorrect class of service may result in a cancelled reservation.

- 1. The completed MILES-TO-GOsm award request form must be received at ToGoAway Travel Network <u>not less than 45 working days prior to your first choice of travel date</u>.
- 2. Your written request must be submitted with accompanying appropriate documentation, if required.
- 3. MILES-TO-GOsm Points are issued only in the name of the MILES-TO-GOsm member who earns the award and must be exchanged for travel only by the person in whose name it is issued.

REDEEMING AIRLINE TICKETS AND OTHER AWARDS

- 1. All award tickets, once ticketed by ToGoAway Travel Network will be subject to the following:
 - A) Non-refundable, non-transferable, no cash value
 - B) Require a Saturday night stay over and/or other nights as prescribed by the rules of the ticketed carriers
 - C) Meet all required minimum/maximum stay requirements as prescribed by the ticketed carrier. ToGoAway Travel Network reserves the right to require minimum/maximum length of stay of MILES-TO-GOsm awards (i.e. minimum 7 day stay/maximum 21 day stay).
 - D) ToGoAway Travel Network reserves the right to plan the itinerary from point of origin to ultimate destination as it sees fit which may include direct and/or connecting flights even though non-stops may be available.
 - E) ToGoAway Travel Network reserves the right to utilize any scheduled carrier or combination of carriers to fulfill the requested itinerary for the MILES-TO-GOsm Award. When the request for a free ticket from ToGoAway Travel Network is made, ToGoAway Travel Network has the right to select any carrier to provide the transportation for the requested itinerary.
- 2. Awards are subject to availability and may not be used during selected holiday dates established by ToGoAway Travel Network and all blackout dates published by the airline on which the award is ticketed.
- 3. Awards may not be used in conjunction with group, package or other special rates or offers.
- 4. The award ticket is <u>excluding taxes</u>, <u>airport usage fees</u>, <u>surcharges</u>, <u>security charges</u>, and any other taxes or fees imposed on the airline ticket purchase. Those fees must be paid by the award recipient by cash or check at the time of ticketing and may not be charged to a credit card.
- 5. Certificate is not valid toward refund or reissue of previously purchased tickets or toward the purchase of a Miscellaneous Charges Order (MCO) or Prepaid Ticket Advice (PTA).
- 6. Certificate is void if altered, photocopied or otherwise duplicated and will not be extended, redeposited or replaced if lost, stolen or destroyed.
- 7. Certificate may not be combined with Transportation Voucher, Travel Certificate, Airline Passes of any nature, Senior Citizen coupons, Point Award Certificates, promotional coupons or to upgrade the flight portion of any airline ticket.
- 8. Passengers traveling on a free award ticket will be routed to their destination, as necessary, based on availability and market conditions.
- 9. ToGoAway Travel Network will be the final authority as to whether an itinerary qualifies for award travel. Terms and conditions of this offer and awards for which certificates may

be redeemed are subject to change without notice. Such changes may affect the ability to use and obtain this certificate.

10. ToGoAway Travel Network will provide at its sole discretion opportunities to redeem MILES-TO-GOsm awards to be used as payment and/or partial payments for hotel stays, cruises, tours and vacation packages. Information on these opportunities will be published online at www.togoaway.com.

GENERAL RULES

- 1. ToGoAway Travel Network reserves the right to change or temporarily suspend any or all aspects of the MILES-TO-GOsm program at any time with or without notice. This means for example, that ToGoAway Travel Network may change carriers for awards, award availability, rules concerning earning of points, use of travel awards and point levels; add an unlimited number of blackout dates; or limit the number of seats available to any or all destinations.
- 2. The program award structure is subject to modification, cancellation or limitation at ToGoAway Travel Network's discretion, with or without notice. The number of award certificates required to redeem any award may be substantially increased, any award may be withdrawn and restriction on any award or its redemption may be imposed at any time. The accumulation of mileage does not entitle program members to any vested rights with respect to any awards of the program.
- 3. ToGoAway Travel Network also reserves the right to discontinue the MILES-TO-GOsm program at any time. This means that regardless of the amount you participate in the program, your ability to accumulate points and claim awards can be terminated.
- 4. ToGoAway Travel Network reserves the right to disqualify any member from further participation in the MILES-TO-GOsm program if in ToGoAway Travel Network's sole judgment, that member has violated any of the rules described in this brochure. Disqualification may result in termination of an individual's membership and loss of accumulated MILES-TO-GOsm points and any certificates or tickets that have been issued.
- 5. It is the responsibility of each member to understand all MILES-TO-GOsm rules and policies. ToGoAway Travel Network will attempt to communicate, in a timely manner, with the program participants through regular newsletter mailings; however, ToGoAway Travel Network shall have no liability for any failure to do so. ToGoAway Travel Network is not responsible for correspondence lost or delayed in the mail, or any consequences thereof.
- 6. Accrued points and certificates do not constitute property of the member. Neither accrued points nor certificates are transferable (i) upon death (ii) as part of a domestic relations matter, (iii) or as part of any other legal settlement.
- 7. If ToGoAway Travel Network or MILES-TO-GOsm improperly denies a member an accrual or benefit, liability will be limited to the equivalent of that accrual or benefit.
- 8. ToGoAway Travel Network is not responsible for cancellation of award reservations, points accrual or change to any associated travel plans by a member.
- 9. MILES-TO-GOsm points have no cash value. Tax consequences of MILES-TO-GOsm awards, if any, are the responsibility of the MILES-TO-GOsm participant.
- 10. ToGoAway Travel Network also reserves the right to make changes in the program rules, accrual rates, award structure, or levels of points required for any or all awards, in whole

or in part, at any time, such as raising points levels, revising the procedures and regulations for points accrual, award redemption and ticketing, limiting the period for which accrued points may be maintained, adding an unlimited number of blackout days, or limiting the number of seats available to any or all destinations. Any changes can be made without advance notice.

- 11. In addition to travel award tickets, ToGoAway Travel Network may from time to time offer "bonus" awards or credits or promotional incentives for members use, such as drink coupon books, rental car discounts, hotel discounts, or discounts at recreational parks. Such offers are not a part of the program's formal award structure and may be temporary in nature. ToGoAway Travel Network reserves the right to modify or eliminate such offers at any time.
- 12. These offers are void where prohibited by law.
- 13. Any feature of this program is void where prohibited by law.
- 14. ToGoAway Travel Network will make all the necessary arrangements, including reservations and ticketing.
- 15. To transfer MILES-TO-GOsm award <u>certificates</u>, the name of the person traveling on the award ticket must be indicated on the Award Ticket Request Form.
- 16. Travel awards are limited to cities served by gateways, stopovers, and open jaw travel is not permitted. ToGoAway Travel Network can provide you with information on gateway cities upon written request.
- 17. All award travel must originate and terminate in a city served by a gateway city.
- 18. Award tickets are issued for specific travel dates and itinerary only, and are non-refundable.
- 19. Members traveling are responsible for their own proof of citizenship documentation.
- 20. ToGoAway Travel Network is not responsible for any irregular operations, delays, or cancellations by carriers.

ToGoAway Travel Network may find it necessary to change the MILES-TO-GOsm program rules, regulations, travel awards and special offers at any time. This means that ToGoAway Travel Network may initiate changes which affect, for example, included airlines, cruise lines, tour operators, and offer suppliers of travel products with regards to the rules for earning points, points levels and rules for the use of travel awards, continued availability of awards, blackout dates, and limited seating for travel awards, and the features of special offers. ToGoAway Travel Network reserves the right to end the MILES-TO-GOsm program with or without notice.

Points can be earned for cruises, vacation packages, car & hotels. You will have four (4) years to use any MILES-TO-GOsm Points (MTGP) you earn, as long as you remain in "active" status. Points earned in any calendar year will expire after four (4) calendar years unless it is used to claim awards.

This program guide contains information about how to earn point credits and claim awards, as well as other important rules regarding the ToGoAway Travel Network MILES-TO-GOsm program. After you have read it please save your guide for future reference

IMPORTANT NOTICE

- 1. ToGoAway Travel Network MILES-TO-GOsm frequent traveler Program official rules, special offers, blackout dates, awards and point levels are subject to change with or without prior notice. Current information is available online at www.ToGoAway.com
- 2. Not more than 10,000 BONUS POINTS may be used to fulfill the award level for a free airline ticket.

3. ToGoAway Travel Network is solely responsible for the interpretation and application of the policies and procedures communicated in this document. All determinations by ToGoAway Travel Network shall be final and conclusive in each case.

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