

Applicability

The Mile High Elite Program remains subject to the terms and conditions concerning Denver Air Connection's website and mobile app. These Terms and Conditions collectively referred to herein as the "Terms." By enrolling as a member or participating in the Mile High Elite Program, you agree to be bound by and accept the Terms. If you do not intend to be legally bound by these Terms, do not enroll or participate in the Mile High Elite Program or use any Mile High Elite Program Points.

Platform Terms

Denver Air Connection may modify the Terms at any time. No other act, document, agreement, usage, or custom will be deemed to amend or modify these Terms. These Terms, when so amended, will be posted on denverairconnection.com. Your continued participation in the Mile High Elite Program or use of any Mile High Elite Program Points after such modified Terms are posted will constitute acceptance of any such amendment.

You are responsible for reading the Terms, additional member information, and account details available in your online Denver Air Connection account to understand your rights, responsibilities, and benefits under the Mile High Elite Program.

How to Earn

The following terms apply to how you can earn Mile High Elite Program Points.

Denver Air Connection reserves the right to modify how Points are earned or awarded; this right may be exercised at any time and at Denver Air Connection's sole discretion.

1. Eligible members may earn Mile High Elite Program Points based on the following:
 - a. Denver Air Connection passengers will receive one Point per one way segment purchased and flown.
 - b. Telluride exception: flight segments to or from Telluride will receive two Mile High Elite Program Points per one way segment purchased and flown.
 - c. Segments purchased but not flown are not eligible for Mile High Elite Program Points.
2. Transactions using Mile High Program Points will not accrue additional Points.
3. To ensure you receive credit for your Denver Air Connection segments, you must provide your Mile High Elite Program number when making travel reservations or checking in for a flight.
4. No Mile High Elite Program Points will be awarded for unused tickets or canceled flights. To receive Mile High Elite Program Points, the information on your Denver Air Connection account (e.g., name, date of birth, address) must match the information in your reservation.
 - a. Denver Air Connection is the final authority on Mile High Elite Program Points and reserves the right to deny or revoke any Points at any time (including after such Points have been posted or earned) if Denver Air Connection determines the Points were improperly given.
5. Requesting Points for past eligible transactions:

- a. You may request Mile High Elite Program Points for past, eligible transactions up to 60 days from the flight date. Unless otherwise expressly permitted by Denver Air Connection in its sole discretion, transactions occurring before your enrollment date are not eligible Mile High Elite Program Points.
6. You are responsible for ensuring that your Mile High Elite Program Points earned are properly credited. If you believe that mileage or Mile High Elite Program Points have been earned but not properly credited, you may be required to submit documentation or other proof satisfactory to Denver Air Connection, which may include copies of boarding passes and proof of payment.

Mile High Elite Program Point Transfers

1. Mile High Elite Program Points and their use on Denver Air Connection are only for your personal benefit and cannot be sold, assigned, advertised for sale or bartered or accessed. Violation of these terms and conditions will lead to loss of Points and termination of your Mile High Elite Program account.
2. Except as otherwise explained below Mile High Elite Program Points are not transferable and may not be combined by members, their estates, successors, or assigns. Accrued Mile High Program Points do not constitute property of the member, do not have any residual property rights value, and are not transferable (i) upon termination, (ii) upon cancelation, (iii) as part of a domestic relations matter, or (iv) otherwise by operation of law.
3. Transfer Requests: Members wishing to transfer Mile High Elite Program Points to another individual may not do so unless specifically approved by Denver Air Connection. Any decision made by Denver Air Connection is final and not subject to review.
4. Death of a Mile High Elite Program member
 - a. Accrued Mile High Elite Program and Benefits do not constitute property of a Program member or their estate, do not have any residual property rights value, and are not transferable upon their death.

How to Redeem

The following Terms apply to redeeming Mile High Elite Program Points

1. Mile High Elite Program Points may be redeemed by contacting Denver Air Connection customer service or through your account on DenverAirConnection.com
2. Flight award tickets are subject to availability and while supplies last. Denver Air Connection reserves the right to determine on which flights Mile High Elite Program Points are available for redemption.
3. You may not be able to use Mile High Elite Program Points for travel to all destinations or on all flights. Any award may be withdrawn or subject to increased point requirements or new restrictions at any time.
4. Mile High Elite Program Points entitle you to one-way travel unless otherwise noted. Travel between most Denver Air Connection destinations require redemption of six points per segment. Travel to/from Telluride (TEX) requires redemption of 12 points per

segment. Point redemption values are subject to change at Denver Air Connection's discretion at any time.

5. Mile High Reward Points may not be used in conjunction with any other promotion, coupon, discount, or special offer; and are void where prohibited by law.
6. Your Mile High Elite Program Points are only valid for designated destinations served at the time you use the ticket. If the ticketed destination is no longer served, you may request Mile High Elite Program Points be credited to your account by contacting Denver Air Connection Customer Service.
7. Flights Purchased with Mile High Elite Program Points are subject to special limitations on seating availability. Reservations for flight awards will be accepted, and you will have a confirmed seat, if award seats are available for the Mile High Elite Program at the time of reservation.

Expiration dates and restricted transfers of flight award tickets

1. Once ticketed, you must complete travel. Changes to reservations may be made up to 72 hours before scheduled travel. Changes made less than 72 hours prior to flight time are subject to fees and/or Mile High Reward Point forfeiture.
2. Tickets are subject to the rules prohibiting purchase, sale, or barter of Mile High Elite Program Points, as well as rules pertaining to any special Denver Air Connection Offers, may be issued in any name designated by the Mile High Elite Program member; however, the recipient of the ticket must be identified at the time the award reservation is ticketed and cannot be identified at a later point in time, such as a charity to be named later, or conditioned upon the outcome of a future event, such as the winner of a contest or the onward sale of the ticket.
3. If you voluntarily terminate your Mile High Elite Program account, Denver Air Connection will honor award tickets already issued at the time of account termination, but such award tickets cannot be modified or transferred.
4. Award tickets have no cash value and are non-transferable and non-assignable.
5. Mile High Elite Program reinstatement/reissuance charges/changes to or cancellation of Mile High Elite Program reservations
 - a. You may change or cancel travel reservations made with Mile High Elite Program Points with no charge incurred up to 72 hours prior to departure. However, if you change or cancel your travel award reservation after this deadline ticketing fees may apply for each ticket and are due at the time your ticket is reissued. Points used on segments not flown are forfeited. Required points and fees are subject to change without notice.
 - b. Mile High Elite Program Points will be reinstated for wholly unused reward tickets if the reservation is canceled 72 hours before departure.
 - c. Any unused tickets will not be reinstated.
 - d. Denver Air Connection is not responsible for the cancellation of Mile High Elite Program Point reservations or changes to any travel plans made by Mile High Elite Program members.
6. Flight awards legal requirements, applicable taxes, fees and charges.

- a. Denver Air Connection Mile High Elite Program Point awards are subject to, and the passenger is responsible for, any applicable departure taxes, security fees, federal inspection fees, passenger facility charges or other taxes, fees, and surcharges assessed by appropriate authorities.
- b. Taxes and fees are payable upon redemption. Baggage Fees may be collected upon check in.
- c. All travel in connection with the Mile High Elite Program will be subject to the tariffs, contract of carriage, ticket terms, and baggage fees applicable at the time of redemption.

General Terms

1. Mile High Elite Program reservation of rights. These reservations of rights apply to all aspects of the Mile High Elite Program.
2. Denver Air Connection offers the Mile High Elite Program at its discretion and has the right to terminate the Program, in whole or in part, or to change or amend the Terms, in whole or in part, at any time, even if the changes affect the value of Mile High Elite Program and already accumulated.
3. Denver Air Connection reserves the right to end the Mile High Elite Program with or without notice.
4. Denver Air Connection may, in its discretion, change the Mile High Elite Program, including its rules, regulations, travel awards, and special offers at any time with or without notice. This means that the accumulation of Mile High Elite Program Points does not entitle you to any vested rights with respect to such rewards and benefits.
5. Denver Air Connection may, among other things, withdraw, limit, modify, or cancel any Mile High Elite Program Points or benefits; including rules for earning, redeeming, retaining, forfeiting or rules for the use of Mile High Elite Program Points; rename or redefine program elements or benefits; or modify or end any associated benefits.
6. Denver Air Connection may make any one or more of these changes at any time, even though such changes may affect your ability to use earned Points that you have already accumulated.
7. Earned Points and Benefits are subject to government regulations.

Suspension/termination of the Mile High Elite Program accounts

1. Denver Air Connection reserves the right to terminate your Mile High Elite Program account for inactivity. Your account may be deemed inactive and terminated without notice if you have not had any earning or redeeming activity for at least 18 consecutive months.
2. Denver Air Connection may at any time suspend or terminate any Mile High Elite Program account for any reason in its sole discretion, such as suspending or terminating any account associated with a customer who violates Denver Air Connection policies and procedures as determined by Denver Air Connection in its sole discretion, including, without limitation, when such customer has been added to the Denver Air Connection “no fly list” for any reason.

3. Denver Air Connection reserves the right to audit any accounts at any time and without notice to the member to ensure compliance with Terms, Conditions of Carriage and applicable information (including validating that the name and date of birth on the Mile High Elite Program account matches the name and date of birth in a flight reservation). If an audit reveals discrepancies or violations, point accrual and redemption may be delayed until the discrepancies or violations are resolved in a manner satisfactory to Denver Air Connection. Pending such resolution, members may be prohibited from accessing or using their account as determined in Denver Air Connection's sole discretion.
4. Termination of your Mile High Elite Program account by Denver Air Connection for any reason will result in the immediate forfeiture of all accrued and unused Mile High Elite Program Points benefits. Certain terminations may also result in cancellation of existing redemptions.
5. If your account is terminated due to inappropriate conduct or while under investigation, you may not open a new Mile High Elite Program account or participate in the Mile High Elite Program in any capacity without obtaining the express written permission of Denver Air Connection.
6. You may voluntarily terminate your Mile High Elite Program account on DenverAirConnection.com or by providing written notice to Denver Air Connection Customer Service.
7. All requests to terminate your account must include the following information to confirm your identity: Your full name, your Mile High Elite Program number, email address on your Mile High Elite Program account, and your date of birth.
8. Mile High Elite Program account termination is permanent, but if you terminate your Mile High Elite Program account voluntarily while in good standing, you may open a new Mile High Elite Program account at any time; however, any Mile High Elite Program Points which may have been available under your previous Mile High Elite Program account before termination will not be reactivated or transferred to your new Mile High Elite Program account.
9. Each eligible individual is limited to one Mile High Elite Program membership.

Account access, Denver Air Connection data, use of data and privacy

1. Denver Air Connection collects personal data about participants online, in accordance with its Privacy Policy.
2. You understand and agree that the Mile High Elite Program and any and all information associated with the Mile High Elite Program such as your Mile High Elite Program member information, Mile High Elite Program account number and password are solely owned by Denver Air Connection as "Denver Air Connection Data" and are confidential information of Denver Air Connection.
3. As a Mile High Elite Program member, you may not give or approve access to your Mile High Elite Program account by any third-party on-line service, including, but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.

4. As a Mile High Elite Program member, you must access your account information directly through the Denver Air Connection Platforms (as defined in the Platform Terms) and not through a third-party website, including but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.
5. Denver Air Connection assumes no responsibility for and is not liable for any unauthorized access by third parties to a member's account or account information, including any unauthorized award transaction made from the account, except as provided under applicable laws. Denver Air Connection assumes no obligation or duty to re-credit any unauthorized mileage withdrawal made by third parties; however, Denver Air Connection reserves the right to review, in its sole discretion, requests for re-crediting unauthorized mileage withdrawals provided such request is made to Denver Air Connection within three months of the unauthorized withdrawal.
6. To the maximum extent permissible by applicable law, and except with regard to Denver Air Connection's gross negligence, fraud or willful misconduct, Denver Air Connection will have no liability in connection with any unauthorized use or access of your Mile High Elite Program account, Mile High Elite Program account number or password.
7. Except for the sharing of your Mile High Elite Program account number with Mile High Elite Program Partners as permitted by the Mile High Elite Program, you may not share any Mile High Elite Program Data with any third party without Denver Air Connection's express consent.

Taxes

1. Any valuation of the Mile High Elite Program miles or any other Mile High Elite Program and Benefits is based on available information provided to Denver Air Connection.
2. Income tax liability related to any Mile High Elite Program Points, if applicable, is the sole responsibility of the member.

Communications from Denver Air Connection

1. By participating in the Mile High Elite rewards program, you consent to receive communications from Denver Air Connection including by telephone, e-mail, and text message. Message and data rates may apply.
2. Your reward itineraries, mileage summaries, and redemption receipts will be sent to the email address that you provide. You may also receive special promotional materials at the email address you provide.

Name and address change

1. You will be responsible for letting Denver Air Connection know of any name, email, or address change on your account. Please ensure that the name in your Mile High Elite Program account matches exactly the name on your government-issued photo ID used when you travel.
2. Name change requests must be made through Denver Air Connection customer service.

Reactivation of miles

Unless otherwise stated, if your account has no Qualifying Activity in any 18-month period, all points in the account will expire. "Qualifying Activity" is defined as redeeming any Mile High Elite Program Points or accruing Mile High Elite Program Points on any eligible flight segments with Denver Air Connection. Denver Air Connection does not permit reactivation of an expired account under any circumstances.

Prohibitions

1. Transfers of your Mile High Elite Program Points: You may not, at any time, purchase, transfer, sell, advertise for sale, or barter (including by means of transferring, gifting, or promising) any Mile High Elite Program Points. Any such Mile High Elite Program Points are void if transferred for cash or other consideration. Violators (including any passenger who uses a purchased or bartered award ticket) may be liable for damages and litigation costs, including Denver Air Connection's attorneys' fees and costs incurred in enforcing this rule.
2. Fraud, misrepresentation, abuse, or violation of these Terms is subject to administrative or legal action by appropriate governmental authorities and Denver Air Connection. Such action may include the forfeiture of any Mile High Elite Program Points in a member's account including existing redemptions, as well as termination of the account and the member's future participation in the Mile High Elite Program. In addition, Denver Air Connection reserves the right to take appropriate legal action to recover damages, including its attorneys' fees and costs incurred in any lawsuit.

Consequences/remedies

1. Use of award tickets that have been acquired by purchase or for any other consideration may result in the tickets being canceled, confiscated, or the passenger being denied boarding. If a trip has started, any continued travel will be at the passenger's expense on a full-fare basis. The passenger or member who attempts to use such a ticket may also be liable to Denver Air Connection for the cost of a full fare ticket for any segments flown on a sold or bartered ticket.
2. All reservations or award tickets that are made or purchased through fraudulent means are void and will be cancelled by Denver Air Connection.

Governing law and dispute resolution

1. You agree that you will notify Denver Air Connection of any dispute by submitting your concerns to Denver Air Connection, including a description of the nature of the dispute. Following delivery of such submission, you agree to allow Denver Air Connection sixty (60) days to provide a substantive response and to try to resolve the dispute, before filing any lawsuit or any other proceeding against Denver Air Connection related to the dispute. **COMPLIANCE WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN SHALL BE A CONDITION PRECEDENT TO YOUR RIGHT TO FILE ANY LAWSUIT, ARBITRATION, ADMINISTRATIVE OR ANY OTHER PROCEEDING AGAINST DENVER AIR CONNECTION. YOU AGREE THAT YOUR FAILURE TO COMPLY WITH THESE NOTIFICATION PROCEDURES WILL ENTITLE DENVER AIR CONNECTION TO RECOVER**

FROM YOU REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING THE LAWSUIT OR ANY OTHER PROCEEDING.

- 2. YOU AGREE THAT THE RESOLUTION OF ANY DISPUTE, CLAIM, OR CONTROVERSY RELATED TO THE PROGRAM SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT NO SUCH PROCEEDING MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING DENVER AIR CONNECTION OR ITS AFFILIATED ENTITIES. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST DENVER AIR CONNECTION.**
- 3. YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY ON ALL CLAIMS THAT MAY BE DECIDED BY A JURY**
4. If you are (i) an individual who is either a U.S. Citizen or a resident of the U.S. or its territories or (ii) an entity, you agree that these Terms are made and entered into in Arapahoe County, Colorado. You agree that Colorado law governs the interpretation and enforcement of these Terms or any dispute arising from your participation in the Mile High Elite Program or use of any Mile High Elite Program points or Benefits, without regard to conflicts of law principles. Except as set forth below, any lawsuit brought by you related to your participation in the Mile High Elite Program or use of any Mile High Elite Program points or Benefits or these Terms must be brought in the state or federal courts of Arapahoe County, Colorado.
- 5. IN NO EVENT SHALL DENVER AIR CONNECTION'S LIABILITY EXCEED THE EQUIVALENT VALUE, AS DETERMINED BY DENVER AIR CONNECTION, OF THAT ACCRUAL OR BENEFIT. IN NO EVENT SHALL DENVER AIR CONNECTION BE LIABLE TO A MEMBER, OR ANYONE ACTING ON THE MEMBER'S BEHALF, FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, ARISING OUT OF THE ACTS OR OMISSIONS OF DENVER AIR CONNECTION IN CONNECTION WITH THE PROGRAM, OR COSTS OR ATTORNEYS' FEES.**

Order of precedence; rules of interpretation

1. These Terms contain the entire agreement between you and Denver Air Connection with respect to the Mile High Elite Program and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings, and agreements, whether written or oral, between you and Denver Air Connection with respect to the Mile High Elite Program or any past Denver Air Connection rewards program.
2. In interpreting these Terms and Conditions, the conjunction "or" will be understood in its inclusive sense (and/or), and use of the words "includes" or "including", "for example", or "e.g." (and their derivatives) will be deemed to be followed with the phrase "without limitation".
3. Mile High Elite Program participants acknowledge that these Terms and Conditions are reasonable, valid, and enforceable. However, if a court of competent jurisdiction finds any of the provisions of these Terms and Conditions to be too broad to be enforceable, it is the intention of Denver Air Connection that such provision be reduced in scope by the

court only to the extent deemed necessary by that court to render the provision reasonable and enforceable. If any part of these Terms and Conditions are held to be invalid, this invalidity will not affect the operation of any other part of the Terms and Conditions.