

Regulations of the EL AL Frequent Flyer Program

As of April 1st, 2025

General

These Regulations regulate the terms and conditions of the two Programs (as defined below) that are operated by the FFP, including options for redeeming benefits accrued in the Programs. The FFP Regulations comprise two different Programs:

1. The Points Program – this program regulates the FFP Point accrual terms and conditions and the options for exercise of the FFP Members' Rights under this program. This program is an open-ended benefits program that commences upon registration of an FFP Member who meets the eligibility criteria until cancellation of the FFP Member's membership of this program or until its termination by EL AL, whichever is earlier.
2. The New Diamonds Program – this program, which shall take effect on April 1, 2025, regulates the Diamond accrual terms and conditions under this program and the options for using the Diamonds that are accrued to the FFP Member's credit under this program. This program is a fixed-term benefits program valid for 9 calendar months. For the avoidance of doubt, an FFP Member's membership of the Points Program results in automatic membership of the New Diamonds Program. To further clarify, EL AL may renew this fixed-term program for an additional period/s, replace it with other programs or terminate it at the end of a fixed term, according to such terms and conditions as shall be determined thereby from time to time and subject to any law.

For the avoidance of doubt, all of the provisions in respect of which it is not explicitly stated otherwise shall apply to both of the Programs jointly for reasons of convenience only. However, please note the specific provisions that apply to each program separately and the specific terms and conditions thereof.

A. General

1. Definitions

- 1.1 "EL AL" - EL AL Israel Airlines Ltd., private company 52-001714-6 PO Box 41, Ben Gurion Airport 7015001, website: www.elal.com, and anyone on its behalf. Any reference in these Regulations to "EL AL" also includes a reference to the FFP as defined in section 1.2 below.
- 1.2 "FFP" - EL AL Frequent Flyer Ltd., P.C. 51-652676-1, EL AL's customer loyalty program in Israel and worldwide. The address of the FFP is 3 Ariel Sharon St., Or Yehuda.
- 1.3 "Dollar" or "\$" - US dollars or its value in NIS according to the exchange rate determined on the day of payment

according to the high rate of transfers and checks as it appears in EL AL's Amadeus system.

1.4 "Programs" – the "Points Program" and the "New Diamonds Program" which establish (each one in its field) the rules of the activity, the conditions for accrual of the Rights and the options for exercise of the FFP Members' Rights.

1.5 "Rights" – Points and/or Diamonds, as defined below.

1.6 "Member" or "FFP Member" - a person that meets the conditions of eligibility and membership in the FFP as stipulated in these Regulations and that has received from the FFP a member number that appears in the FFP's computerized database.

1.7 "Codeshare Flights" - flights marketed under the code LY and operated by another airline.

1.8 "Award Ticket" - a flight ticket issued by EL AL after its purchase by the Member, in accordance with the specific conditions for this type of ticket detailed on the EL AL website, as well as for the dates and destinations as determined when booking the ticket, except for tickets the validity of which has been defined as limited, such as tickets deriving from various promotions.

1.9 "CASH&POINTS Product" - flight tickets, ancillary products such as seating and baggage and/or additional ancillary products as publicized from time to time by EL AL.

1.10 "Point" - a Right accumulated in the Member's account under the Points Program, as determined and publicized from time to time by EL AL and/or the FFP, which is valid for a period of 18 months in accordance with section 12 below, unless otherwise determined by EL AL and/or the FFP.

1.11 "Diamond" (Yahalom) - a Right accumulated in the Member's account under the New Diamonds Program, as determined and publicized from time to time by EL AL and/or the FFP.

1.12 "Upgrade" – change of the seating class on the aircraft to a higher class, in exchange for Rights and/or money.

1.13 "FLY CARD " - a credit card from EL AL issued by Diners Club Israel or CAL, which grants various benefits to the holders of this card according to the relevant conditions.

1.14 "FLY CARD PREMIUM " - credit card from EL AL issued by Diners Club Israel or CAL or American Express, which grants various benefits to the holders of this card according to the relevant conditions.

1.15 "Executive Circle" – a circle designed for FFP Members whose updated residential address in the Member's account is outside of Israel and who meet the conditions of the circle as detailed on the EL AL website. It is clarified that FFP Members that hold a FLY CARD or FLY CARD PREMIUM credit card will not be associated with this circle.

3. The Points Program and New Diamonds Program Rules

2.1 FFP membership under the Points Program and the New Diamonds Program is subject to all types of rules, conditions, laws, regulations, policies, and procedures ("Program Rules") that EL AL may adopt from time to time at its sole discretion.

2.2 The accumulation of the Rights and their redemption is subject to the rules of the Programs, as determined and publicized by EL AL and/or the FFP from time to time.

2.3 Notwithstanding the provisions of these Regulations, EL AL reserves the sole discretion, subject to any law:

2.3.1 To terminate the Points Program and/or the New Diamonds Program, and therefore, and without considering the extent of the Member's participation in the Programs, the right to accumulate Rights and redeem them may be stopped at any moment, as determined and publicized by the FFP.

2.3.2 To determine and make adjustments to the rules of the FFP's Programs, including, without derogating from the generality of the aforesaid, with respect to: the accumulated Points, the quantity of Points and/or Diamonds (as defined) needed for a benefit, status, card, Upgrade, registration, voucher or any right in the FFP, in part or in full, the rules for accumulating Rights, the rules for redemption of the Rights, the rules for Upgrades and the types of Award Tickets, the method and scope of redemption and accumulation of the Rights when purchasing flight tickets sold through a combination of cash and Points, the benefits, the validity of the benefits, engagements with Partners as defined in the Regulations, etc.

2.3.3 To change and limit the period of time during which Rights accrued may be saved and/or used, etc.

2.3.4 To determine days and/or periods and/or flights for which it will not be possible to accumulate Rights and/or use the Rights accumulated for the purpose of redeeming the Award Tickets for flights and limit the number of seats available, for all or some of the Members, for all or part of the destinations, etc.

2.4 Changes in the FFP's Programs will be made at EL AL's sole discretion and subject to any laws.

3 FFP Registration and Membership

3.1 Registration for and membership of the FFP is personal and is open to individuals aged 2 years and above. A Member cannot have more than one account in EL AL's FFP.

3.2 The registration to the FFP in Israel will be carried out only for holders of an Israeli identity card. Registration for residents of foreign countries requires a current residential address abroad. These Regulations will apply to all FFP Members living abroad, unless explicitly stated otherwise.

3.3 Membership in the FFP is personal, may not be transferred to another person, and may not be exchanged for money or money equivalent.

3.4 Membership in the FFP is dependent upon the member maintaining and updating their personal email address.

3.5 EL AL employees and their family members, employees of EL AL subsidiaries and their family members and EL AL retirees will be allowed to join the FFP. However, it is clarified, *inter alia*, that such employees will only be allowed to accumulate FFP Rights for tickets purchased at full price (not including tickets for free and/or discounted flights by virtue of being EL AL employees and their families, EL AL retirees or employees of EL AL subsidiaries, including members of their families, subject to subsection 10.6 below) and/or to accumulate Rights from Partners, all including the possibilities of redeeming the Rights subject to the specific conditions and rules, as determined and publicized by EL AL from time to time.

3.6 In the event of separation, divorce, etc., the accumulated Rights will remain in the Member's account, unless a court order has been issued instructing EL AL to do otherwise.

3.7 EL AL is entitled to demand payment for registration and joining the FFP on all or part of the joining channels, as determined and publicized by EL AL and/or the FFP from time to time, at EL AL's sole discretion.

Subject to the provisions of any law, the payment for registration and joining will not be refunded. Notwithstanding the aforesaid, in the event of

cancellation of registration in accordance with the Consumer Protection Law, 5744-1984, a cancellation fee of 5% of the registration fee or NIS 100, whichever is lower, will be charged (subject to the provisions of the Consumer Protection Law, 5741-1981, and any modification thereto).

3.8 Additional provisions regarding the eligibility conditions for joining the FFP:

3.8.1 Companies, associations, organizations and/or institutions are not allowed to join the FFP, unless EL AL has approved it, at its sole discretion.

3.8.2 Individuals above the age of two years and up to the age of eighteen may join the FFP only with the consent of their legal guardian.

3.9 A Member that has registered several times to the FFP, by himself or through others, will be deprived of his membership in the FFP and all the various memberships through which he registered will be canceled, along with the accumulated Rights and any other benefit that may arise from membership in the FFP, this derogating from any other right available to EL AL according to these Regulations and according to any law. In this case, the registration fees paid will not be refunded.

In case of a third party that registered a member and/or members to the FFP, without EL AL's prior approval, then without derogating from any other right that EL AL has under these Regulations and according to any law, EL AL shall be entitled to cancel all the various memberships that were opened unlawfully, including the account of a third party, as well as to cancel all the Rights and any other benefits accumulated therein. In this case, the registration fees paid will not be refunded.

4 FLY CARD and FLY CARD PREMIUM credit cards

4.1 FFP Members that have a bank account in Israel only, are entitled to apply for the issuance of a FLY CARD or FLY CARD PREMIUM credit card, and subject to the approval of the relevant issuer, at its sole discretion, they will be issued this credit card. It is clarified that the FLY CARD or FLY CARD PREMIUM card is a non-bank card, though in certain banks the card may be issued as a bank card.

4.2 It is clarified that the issuance of a FLY CARD or FLY CARD PREMIUM card, the conditions of its use and its possession are subject to the conditions of the issuing credit company, including the conversion ratios.

4.3 Receipt of a FLY CARD / FLY CARD PREMIUM credit card may involve a monthly fee, as determined from time to time by EL AL and/or the issuing credit company or bank.

4.4 FLY CARD, FLY CARD PREMIUM credit card holders may be entitled to various benefits as updated from time to time and as detailed in the

conditions applicable to this card, both at EL AL and at the credit company or bank.

4.5 The accumulation from the FLY CARD or FLY CARD PREMIUM credit card is for the personal account of the Member that owns the credit card only. In the case of a corporate card - the Rights will be transferred to the account of the Member whose name is registered on the corporate credit card.

4.6 The benefits on the FLY CARD and FLY CARD PREMIUM cards provided by the card partners are subject to the conditions of the partner companies and under their responsibility.

5 Deviation from or violation of the FFP rules

5.1 The FFP may audit the Member's account, without prior notice. During the audit, there may be cases in which the Member will not be able to perform any activity in his account, including the realization of various benefits and including the realization of an Award Ticket. The FFP will seek to shorten the audit period as much as possible under the circumstances.

5.2 Due to any deviation or failure to comply with the rules of the FFP, including –

- Failure to comply with the provisions of these Regulations;
- Abuse of FFP benefits;
- Behavior that harms the interests of EL AL, including inappropriate behavior towards EL AL employees and/or its customers and/or any person on its behalf and/or causing damage to EL AL, its employees, its partners, its customers or any person on its behalf;
- Deception in the information provided to EL AL, the FFP and/or its partners;
- Forbidden trade (including attempted trade) in Points and/or Diamonds and/or Rights, grants or benefits (section 13 below);
- Failure to pay the consideration for flight tickets and related products purchased by the Member;
- An act of fraud, theft or deceit, whether or not such constitutes a criminal offense; etc.

EL AL shall be entitled, at its sole discretion, to take one or more of the actions detailed in subsections 5.2.1 - 5.2.7 below, without derogating from any other remedy available thereto under these Regulations and under any law:

- 5.2.1 Terminate the Member's membership in the FFP, unilaterally and immediately; termination of membership in the FFP entails, among other matters, the cancellation of all or part of the Points and/or benefits and/or Diamonds and/or Rights accrued;
- 5.2.2 Delete or deduct, in whole or in part, the Rights that have been or will be accumulated for the benefit of the Member;
- 5.2.3 Charge him for damages or losses caused to EL AL;
- 5.2.4 Downgrade the Member to a lower status in the FFP that grants reduced rights and/or cancel all or part of the benefits accrued by the Member under his previous status;
- 5.2.5 Immediately suspend the accumulation of the Rights in the Member's account until the conclusion of the inquiry in his matter for a specific period to be determined by EL AL;
- 5.2.6 Cancel Award Tickets or Upgrades issued to a Member.
- 5.2.7 Take any other action required at its sole discretion under the circumstances of the matter.

6 Termination of FFP Membership

- 6.1 FFP membership may be terminated in the following circumstances:
 - 6.1.1 At the Member's request, through written notice to EL AL.
 - 6.1.2 According to EL AL's decision, due to the Member's deviation from the rules of the FFP, as specified in section 5 above.
 - 6.1.3 In the event of cancellation of the FFP's Programs by EL AL and/or the FFP - in this case the FFP will give its Members a notice in advance, with accordance to the law, during which they will be able to exercise the rights they have accrued.
 - 6.1.4 In the event of the Member's death, whether or not he left a will. In this case, subsection 6.3 below will apply.
- 6.2 The FFP Member will not be entitled to compensation and/or any other remedy for termination of membership in the FFP for any reason whatsoever.
- 6.3 Upon termination of membership, any benefit or entitlement (including to Points and/or Diamonds) that the Member had, will expire, except in the case of death, in which case the Points accrued under the Points Program only will

be transferred, with their original expiry date to the heirs of the deceased, subject to the provision of an appropriate order (probate order or inheritance order and/or any other judicial order).

For the avoidance of doubt, status under the New Diamonds Program cannot pass by inheritance, such that the status of the deceased customer shall expire upon his death.

7 The Website and Contact with the FFP

- 7.1 A Member will be able to receive information and services through the website or by phone, after an identification process. For placing orders, changes and cancellations in a telephone service, handling fees will be charged in an amount that will be updated by EL AL from time to time.
- 7.2 It is the responsibility of the Member to change the initial secret code when he first enters the system, and to keep it in a safe place protected from disclosure.
- 7.3 The user is solely responsible for any use he makes of his account using his member number and/or secret code, and EL AL and the FFP are not responsible for any use, of any kind, that is made of the Member's account through any of them, including through a travel agent to whom the Member provided the information. Any instruction for information or to perform an action that is given while identifying using the Member's number and/or the secret code will bind the Member for any purpose, even if it turns out in retrospect that it was another person who acted without permission from the Member.
- 7.4 Any inquiry to the FFP to receive information and/or perform account operations, by the Member or his representative, either orally or in writing, will require the applicant to identify himself with the Member's name, member number, telephone identification code or internet password.

8 General

- 8.1 A Member's personal details have changed, either at the time of his registration or afterwards, he shall notify the FFP thereof, through the website or in writing, through fax or mail.
- 8.2 In the event of a change in the Member's name or passport number, he must notify the FFP in writing, along with a true copy of the original ID card, passport or other official document attesting to the change and stating the opinion of the FFP.
- 8.3 After joining the FFP, the Member's details will be included in the database of the FFP customers.

Subject to the provisions of all laws and EL AL's privacy policy, EL AL will make use of the aforementioned database for marketing purposes, including direct mailing of information brochures and special offers to FFP Members, including

transfer of information to partners - to the extent necessary for the purpose of cooperation and for the provision of unique services and benefits to its customers, and will carry out additional actions as part of its current activities. In the event that the Member does not wish to be included in the mailing list (of any kind), he must notify EL AL through the internet or in writing via fax or mail.

- 8.4 EL AL shall be entitled to provide any information related to Rights accumulated from flights financed by a corporation or any other entity, by which or for which the Member is employed and/or on whose behalf the Member flies, including government entities, and shall also be entitled to delete Rights and/or cancel other benefits in accordance with the requirement of that corporation or entity, without derogating from its right to perform the actions listed in section 5.2 above. The Member will not have any claim and/or demand and/or argument in this respect.
- 8.5 EL AL may, at its sole discretion and/or that of the FFP, choose the method of mailing to FFP Members, as well as whether to mail at all, and if so - whether to mail to all FFP Members or only to some of them. Mailings made by mail will be sent to the address registered in the Member's account, unless the Member has provided the FFP with a different address. Mailings from FFP Members will be sent to the FFP or to the address of the representative office abroad, as the case may be, as it appears on the website. EL AL will not be responsible for mail that is delayed, lost or does not reach its destination for any reason.
- 8.6 EL AL and the FFP may modify and update the provisions of these Regulations from time to time, at their sole discretion. Unless explicitly stated otherwise, the terms of the Regulations that will apply will be those valid at the relevant time. Any change will apply from the date of the change and subject to any law.

In addition, EL AL and the FFP may adapt these Regulations and the rules arising therefrom to the regulations and laws of a particular country in which the FFP operates. In such a case, the revised FFP rules will apply to the Members in that country.

- 8.7 Provisions in these Regulations in the masculine form shall also include the feminine form, and provisions in the singular shall also include the plural, *mutatis mutandis*.
- 8.8 No waiver, extension, discount or change in any condition in these Regulations will be valid unless made in writing by EL AL, and no delay in using and/or enforcing EL AL's rights will be considered a waiver, and EL AL will be entitled to exercise its rights, in full or in part, both according to these Regulations and according to the law, whenever it so deems proper, including deducting or deleting Points, canceling vouchers and other benefits and changing the status of a Member, if it is found that they were accumulated and/or issued and/or awarded due to a mistake.

If for any reason it is determined by a competent court that any of the provisions of these Regulations is invalid or unenforceable, this provision will be enforced to the extent permitted according to such judicial decision, and this will not affect the rest of the conditions detailed in the Regulations.

- 8.9 EL AL is not responsible and will not bear any tax, such as - without derogating from the generality of the aforesaid - income tax that a Member may owe as a result of accumulating Points and/or Rights and/or other benefits and/or exercising them in any form. The Member alone will be taxed as stated, if applicable. EL AL recommends that Members obtain additional information on this subject from a CPA or tax consultant. EL AL may transfer to the tax authorities details regarding the accumulation of Points and/or Rights and/or other benefits and/or their exercise in any form, by Members, subject to the provisions of any law.
- 8.10 These Regulations will be interpreted according to the laws of the State of Israel. The competent courts in Tel Aviv will have the unique and exclusive jurisdiction to hear any claim in connection with these Regulations and the rights and obligations arising therefrom.
- 8.11 Your privacy is important to us. For more information about the privacy policy>
- 8.12 The computer records of EL AL and the FFP are binding for all purposes.
- 8.13 EL AL may transfer or delegate its rights and obligations vis-à-vis the Members under these Regulations, in whole or in part, to any third party, provided that the same does not undermine the rights of the Members under these Regulations. Without derogating from the generality of the aforesaid, EL AL may do so, *inter alia*, by transferring the FFP's activities, in whole or in part, to a separate corporation.

9 Publication of the Regulations and its Rules

- 9.1 The conditions specified in these Regulations, as well as the program rules, publicized from time to time by EL AL on the EL AL website, are the rules binding EL AL and the Members. In the event of a discrepancy between the Regulations and rules appearing in any other publication, the publications on the website will prevail and will be binding.
- 9.2 It is the Member's responsibility to follow changes and announcements published on the EL AL website.
- 9.3 Without imposing any responsibility on EL AL or reducing the Member's responsibility as stated in section 9.2, the rules of the program or part thereof, including changes thereto, will be distributed from time to time to all or some of the Members – at the sole discretion of EL AL – on the internet, by e-mail , in newsletters or periodic mailings.

B. The Points Program

10 Accumulation of Points under the Points Program

- 10.1 Crediting Points to an FFP Member's account will only be possible according to the rules detailed in these Regulations and the FFP rules. In any case, the decision on crediting Points is at EL AL's sole discretion.
- 10.2 Accumulation of Points as part of FFP membership will be given for flights that are actually made by the Member on EL AL flights; for using any type of the FLY CARD credit card; for the benefits provided in the "EXECUTIVE" circle; and in respect of cooperation agreements with various entities - under conditions as determined by EL AL from time to time at its sole discretion.
- 10.3 An FFP Member will also be entitled to accumulate Points on Codeshare Flights if his reservation was made with the code LY and in accordance with the conditions of accumulation for such tickets. Accumulation of Points will only be possible after the flight has actually been made by the FFP Member.
- 10.4 Where a Member who ordered a ticket on an EL AL flight is transferred by EL AL to a flight on another airline for any reason (for example, due to overbooking, flight cancellation, etc.), Points will be accumulated in the Member's account for the flight as if the original flight were made by EL AL. In order for the Member's account to be credited accordingly, the Member must produce, at EL AL's request, relevant confirmations, including in connection with the fact that the flight was finally made by another airline, and that the Member actually flew on the same flight. Flights on foreign airlines that were not carried out at the initiative of EL AL, as mentioned above, are not entitled to accumulation of Points, unless there are agreements between EL AL and those foreign airlines for the mutual accumulation of frequent flyer points ("Reciprocal Frequent Flyer Agreements") and in accordance with the conditions on accumulation for these tickets.
- 10.5 Flights that are carried out by EL AL at the initiative of another airline (for example due to overbooking, flight cancellation, etc.) will not earn Points.
- 10.6 Notwithstanding the aforesaid, flights with Award Tickets, free flights, special flights, charter flights, flights with foreign companies, discounted flights, as well as airline tickets for employees, retirees of EL AL and its subsidiaries and their families that are entitled thereto, will not earn Points, unless expressly specified otherwise.
- 10.7 Points from a particular flight will be credited to one account of one Member only, based on the flight actually performed by that Member, based on the price of the flight ticket (accumulation will not be given for taxes, levies, fees, surcharges and fees of travel agents and other distribution channels and flight ancillary products), in accordance with the rules publicized by EL AL. There are cases in which the accumulation of Points will be calculated according to the

flight destination and the registration class only and not based on the price of the flight ticket, as specified in the rules publicized by EL AL.

Accumulation of Points for flight tickets purchased with the CASH&POINTS product will be given only for the cash payment component (not including payment for taxes, levies, fees, surcharges and commissions of travel agents and other distribution channels and flight-ancillary products), in accordance with the conditions of accumulation based on the price of a flight ticket as detailed on the EL AL website. Accumulation of Points for flight tickets purchased with the CASH&POINTS product will not be given at all if the flight ticket includes a connecting flight of a foreign company.

- 10.8 In the event of a downgrade in the service class for any reason, the Points will be credited according to the seating class in which the Member actually flew and not according to the ticket.
- 10.9 Accumulation of Points will be possible on the basis of only one seat on the flight per person, even if the Member purchased more than one seat on the flight, subject to the Member having actually made his flight.
- 10.10 The benefits provided as part of the FFP, including the FFP Points, are personal, cannot be converted into money or money equivalent and are not transferable, except in the event as determined otherwise by EL AL regarding the FFP, at its sole discretion.
- 10.11 It is possible to update EL AL flight Points that were not credited, up to one year from the actual flight date, provided that the passenger was a Member of the FFP at the time of said flight and at the time of the update.

In addition, it is possible to update EL AL flight Points for eligible flights, made up to two months retroactively from the date of confirmation of the Member's joining the FFP.

Update of the details of purchases of products or services (including flights) in partner companies will be made according to the rules specified in section 11 below.

- 10.12 It is the Member's sole responsibility to check the status of the Points in his account, as well as update as to any other benefits, including their expiration date, and to inform EL AL in any case that he believes there has been an error in his account. It is clarified that the Member will not have any claim or argument against EL AL for not performing the aforementioned inquiry.

11 Partners of the Points Program

- 11.1 EL AL may create business partnerships with companies in Israel and abroad, including airlines (hereinafter: "the Partners"), which will allow any Member who purchases a product and/or service from that business to accumulate

Points. These partnerships and agreements do not constitute a contract for the benefit of a third party.

11.2 Accumulation of Points will be according to the conditions specified and/or will be specified in the unique agreements between such partner and EL AL. EL AL may enter into agreements with Partners that grant benefits to FFP Members that reside abroad only (including only in a certain country) or to Members that reside in Israel only or to Members of a certain status or to Members who hold a credit card of the FFP, and these agreements and the granting of benefits to a certain segment of Members, do not require the FFP to contract or grant the same benefits to another segment of FFP Members. It is clarified, that no claim or argument by an FFP Member due to non-receipt of benefits granted under these partnership agreements by a certain FFP Member sector will be accepted.

11.3 EL AL shall be entitled to terminate the contract with any of the Partners at any time and/or change the terms of the contract, subject to proper notice being given to the FFP Members.

11.4 The responsibility with regard to the services and/or products of the Partners, including the provision of the services/products, their nature, quality, price, etc., as well as notifying EL AL regarding the eligibility for Points for the services and/or products purchased by the Member, applies to FFP Members only, and EL AL is not a party to any claim in this regard.

The Member will not have any claim and/or demand and/or argument against EL AL in connection with the matters regulated by this section.

11.5 The responsibility to check the eligibility to accumulate partner points rests with the FFP Member, as well as the responsibility to verify that the Points were awarded to him, accordingly.

It is also the Member's responsibility to specify his FFP member number when purchasing the product or service that qualifies for accumulating Points, so that his account is credited with partner points. In each such purchase, it will be possible to specify only one member number per transaction (member number of the person that made the purchase).

11.6 In the event that the account of a Member that purchased a product/service from a partner is not credited, or in the event that the Member believes that his account is not credited with all the Points, the Member must contact the partner to clarify the matter.

11.7 An update regarding Points for using the services/products of the partner companies following the FFP Member's inquiry with the partner can take up to three months from the date of receiving the appropriate information from the partner company.

- 11.8 An FFP Member that is also a member of another airline's frequent flyer program, who flew on a Codeshare Flight, or on a flight of an airline that has a Reciprocal Frequent Flyer Agreement with EL AL, will be able to accumulate Points for his account, only in one of the frequent flyer programs, of EL AL or of the other airline only.

For the avoidance of doubt, if the Member decided to accumulate the points on the other airline, it will not be possible to transfer the points to the FFP account, and vice versa.

- 11.9 Redemption of Award Tickets of any type on flights with airlines with which EL AL has a Reciprocal Frequent Flyer Agreement, will be subject to restrictions and stipulations detailed in the FFP regulations, as publicized from time to time, and are subject to change without prior notice. Also, a Member who flies on Codeshare Flights or with airlines with which EL AL has a Reciprocal Frequent Flyer Agreement, will not be entitled to the various FFP benefits.

12 Validity of Points and Benefits under the Points Program

- 12.1 The frequent flyer Points accrued in the Member's account will be valid for 18 months, with the exception of Points as specified in Section 12.5.

- 12.2 Manner of extending the validity of Points –

The frequent flyer Points will be extended for an additional 18 months (to be counted from the dates specified below), provided the Member meets one of the two qualifying conditions below ("the Qualifying Conditions"):

(1) Accumulation of at least one Point from a flight ticket (including Codeshare Flights and flights with foreign companies with which the FFP has a cooperation agreement), including accumulation due to payment for additional baggage and Space seat, as well as Upgrades (for the monetary component in Points upgrade and orders made on the upgrades arena only).

(2) Making purchases with a FLY CARD credit card in the minimum amount of NIS 5,000 on at least one month during this period. In a credit/credit installments transaction, the entire transaction amount will be counted once only at the time of the first charge after execution of the transaction, after which the amounts of the future monthly charges that the customer pays in each credit installment will not be counted for purposes of meeting the monthly charges threshold of NIS 5,000.

- 12.3 The determining date for extending the validity of the Points:

(1) For accumulation of Points from a flight ticket - the date of extension of the validity of the Points to 18 months will be calculated from the date of departure of the flight, even if the flight was updated in the Member's account after the flight date, subject to Section 10.11 of the Regulations.

(2) For purchases using FLYCARD - the date of extension of the validity of the Points to 18 months will be calculated from the monthly credit card charge date. In a credit/credit installments transaction, the date of extension of the validity of the Points will be counted from the first charge date following execution of the transaction, and thereafter, the amounts of the future monthly charges paid by the client in the credit transaction will not be counted for the purpose of meeting the monthly charges threshold of NIS 5,000.

- 12.4 If one of the Qualifying Conditions as aforesaid is not met, then after 18 months from the date of accumulation, the Points will be deleted immediately from the Member's account, without the need for prior notice.
- 12.5 Points received by inheritance or donation: Points received by inheritance will be transferred to the heir's account with their validity as it was in the account from which they were transferred at the time of their transfer. Points that are donated, subject to an existing arrangement between EL AL and the donated body, will be transferred to the account of the donated body with validity of 18 months from the date of their donation. It is clarified that notwithstanding the above, the validity of Points received from an inheritance or a donation, will not be extended in any case, including in case the Qualifying Conditions mentioned above are met.
- 12.6 The validity of an Award Ticket is 12 months from the day it is issued, except for promotional ticket, which have a shorter validity, in accordance with the publicized conditions.
- 12.7 An unused and expired Award Ticket will not be renewed and will be void without the possibility of using the Points that were used for its issuance.

13 Purchase of Points under the Points Program

- 13.1 Subject to the provisions of this section, a Member will be entitled to purchase Points. The price and amount of Points that may be purchased will be determined from time to time by EL AL and the FFP Members will be advised thereof.
- 13.2 EL AL may determine from time to time, at its full discretion, conditions regarding the purchase of Points, including the price and value of the Points, the method of purchasing the Points and a limit on the amount of Points that can be purchased (in general, for a certain period, etc.) and also determine that no more Points can be purchased, either for a certain period or not at all.
- 13.3 Prohibition on Trading in FFP Points, grants and benefits:

Trading in FFP Points, grants or benefits is strictly prohibited. The FFP will be entitled to take action against persons that violate this section in accordance with section 5 above.

14 Redeeming Points into Award Tickets under the Points Program

- 14.1 In order to redeem Points for flight tickets, a reservation for the Award Ticket and ticketing must be made immediately via the internet, the service center or through the travel agents (that is, it cannot be redeemed by booking through agents on the internet).
- 14.2 Redeeming Points on Award Tickets will be subject to the availability of the relevant registration departments.
- 14.3 An Award Ticket can only be used on scheduled EL AL flights (unless expressly specified otherwise). Without derogating from the generality of the aforesaid, in the event of a flight cancellation or rescheduling, even if done by EL AL for any reason whatsoever, EL AL will not be obligated to transfer a Member holding an Award Ticket to an alternative flight with another company.
- 14.4 In the event that the Member is prevented, due to EL AL, from redeeming the Award Tickets as mentioned, the Member will be entitled to return them to the FFP and receive Points in exchange for the unused portion of the Award Ticket. If the Member paid for the ticket or part of it in money, the Member will be entitled to a refund for such part paid by him as aforesaid.
- 14.5 In the event that the Member was issued an Award Ticket and did not use it or partially used it or the ticket expired, for reasons unrelated to EL AL, he will be entitled to a refund of money and Points in accordance with the terms of the ticket, for the proportional portion that was not used, in exchange for payment of handling fees, cancellation fees and/or or NO SHOW fees (according to interest), at a rate to be determined by EL AL from time to time. In any case, Points will not be returned to the Member's account if they have expired. The above is subject to the provisions of any law and/or promotional conditions that may be in place from time to time.
- 14.6 An unused and unexpired Award Ticket can be returned and credited with Points to the Member's account, provided that the validity of the Points that were used to issue it has not yet expired, all subject to payment of handling fees. If only some of the Points used to generate the Award Ticket are valid - only those valid Points will be returned to the account.
- 14.7 Any change to the Award Ticket of any kind is subject to a fee.
- 14.8 The Award Ticket is valid for departure (the first flight on the ticket) within one year from the date of ticketing. It is not possible to change the passenger's name and/or extend the validity of the departure date beyond one year from the date of ticketing. The above is subject to the provisions of any law and/or promotional conditions that may be in place from time to time.
- 14.9 It is the Member's responsibility to book the Award Ticket according to the FFP rules. EL AL may change these rules from time to time.

- 14.10 Award Tickets may be issued for flights of partner airlines to the frequent flyer program, in accordance with the FFP rules and agreements between the partner companies. These tickets cannot be changed or cancelled. EL AL is not responsible for a flight through an Award Ticket on another airline that has a cooperation agreement with the FFP.
- 14.11 Only the Member may issue Award Tickets from his account to any person, if he so indicated in advance when placing the order and issuing the ticket.
- 14.12 The passenger's name cannot be changed after the Award Ticket has been issued.
- 14.13 No discounts of any kind will be given on Award Ticket rates (discounts for children, young people, students or pensioners).
- 14.14 EL AL may determine, in accordance with its sole discretion, days and/or periods and/or flights for which it will not be possible to use the Points accumulated for the purpose of redeeming the Award Tickets and/or to limit the number of seats available for Award Tickets, for all or part of the Members, to all or to some destinations, etc. For this purpose, EL AL may set aside designated award booking classes for the purpose of redeeming Award Tickets, in which the allocation of seats will be limited and may change according to the flight date and destination.
- 14.15 A Member, or a person acting on his behalf, that makes a flight reservation using a points Award Ticket must indicate this at his own risk, when making the reservation. A Member who orders an Award Ticket at the travel agents or through a representative at the EL AL telephone service center is required to indicate whether he wishes to redeem Points for the Award Ticket from one or more accounts, already at the time of booking and not at the time of ticketing, and if not otherwise stated by the Member, then two flight tickets will be issued from two accounts.
- 14.16 All the rules and laws applicable to flight tickets, including the ticket conditions, the general conditions of carriage and the IATA rules, apply to the Award Tickets.
- 14.17 The method of payment for an Award Ticket is as follows: charge through Points plus payment in money for taxes, levies, fees and supplements applicable to the ticket, in accordance with the price shown at the time of ticketing.

The number of Points to redeem for Award Tickets as shown in the price list from time to time will be published on the EL AL website, which may change from time to time, including depending on the destination of the flight, the time of the flight, and other considerations.

Booking an Award Ticket through the service center will entail handling fees, unless otherwise determined by EL AL.

- 14.18 Different destinations may be combined on the Award Ticket issued on EL AL flights (Open Jaw). The price for each direction will be half of the price of the award price list (round trip) for that destination. This ticket does not include the connecting flight between the two destinations.
- 14.19 The Award Tickets that may be redeemed on EL AL flights will be issued to destinations that EL AL flies to and from only. Award Tickets cannot be issued, as the case may be, on special flights that do not exist in EL AL's flight schedule.
- 14.20 For cases of no-show by a passenger who is registered for the flight and who is supposed to fly using an Award Ticket, handling fees and no-show fees will be charged, as detailed during the booking of the Award Ticket.
- 14.21 The Upgrade process using Points will be carried out as detailed on the EL AL website.

15 Redeeming Points in a CASH&POINTS product under the Points Program

- 15.1 FFP Members are entitled to redeem Points they have earned for the cash and points product as detailed on the EL AL website, as updated from time to time.
- 15.2 The availability of the CASH&POINTS benefit will be in accordance with supply and demand considerations and according to the availability of available seats on the flight. Also, the availability of the CASH&POINTS benefit may change depending on the destination of the flight, the time of the flight, as well as other commercial and business economic considerations, which will be determined by the FFP.
- 15.3 The conversion ratio of Points to money may change according to the destination of the flight, the date of the flight, supply and demand conditions, as well as other commercial and business economic considerations, which will be determined by the FFP.
- 15.4 The use of the CASH&POINTS benefit will be possible through the EL AL website or through the travel agents (that is, not including booking through online agents).
- 15.5 The conditions of the flight tickets, boarding and baggage purchased with the CASH&POINTS benefit, including cancellation and change conditions, will be detailed during the purchase process.
- 15.6 Preferred Seats: The purchase of a preferred seat will be subject to the seating procedures detailed on the EL AL website. Registering for the service does not constitute an obligation on the part of EL AL to assign a seat to the registrant. The seat will be provided at the time of check-in at the airport and according to the availability of the seats on the flight.

B. The New Diamonds Program
valid from April 1, 2025 until December 31, 2025

- 16 "Diamond" – A right accrued in the Member's account, as shall be determined and publicly released from time to time by EL AL and/or the FFP.
- 17 Upon joining as an FFP Member and commencement of your activity under the Points Program, you will also automatically join the New Diamonds Program, subject to the provisions of this chapter.
- 18 In addition to accrual of the Points (as defined above) and use thereof under the Points Program as defined above, additional rights shall accrue to your credit under the New Diamonds Program, as shall be determined and publicly released from time to time by EL AL and/or the FFP.
- 19 The New Diamonds Program is in effect for nine (calendar) months.
- 20 Your status as an FFP Member shall be determined, inter alia, based on the number of Diamonds that accrue to your credit. FFP membership is divided into five tiers, as follows:
- 20.1 "Matmid Member" – a basic tier FFP Member who accrues Points according to the FFP rules and has received an FFP Member number.
- 20.2 "Silver Member" – a Matmid Member who has accrued the minimum number of Diamonds required for the silver tier according to the FFP rules during the 12 consecutive months preceding the date of review of eligibility, as determined in the silver tier rules.
- 20.3 "Gold Member" - a Matmid Member who has accrued the minimum number of Diamonds required for the gold tier according to the FFP rules during the 12 consecutive months preceding the date of review of eligibility, as determined in the gold tier rules.
- 20.3.1 "Lifetime Gold Member" - gold status granted to: (1) FFP Members aged 67 and above who consecutively held Gold, Platinum or Top Platinum status for the last 10 years (the 10 consecutive years preceding the granting of the benefit); or (2) FFP Members who consecutively held Gold, Platinum or Top Platinum status for 15 years, subject to the provisions of these Regulations.
- 20.4 "Platinum Member" - a Matmid Member who has accrued the minimum number of Diamonds required for the platinum tier according to the FFP rules during the 12 consecutive months preceding the date of review of eligibility, as determined in the platinum tier rules.

- 20.5 "Top Platinum Member" - a Matmid Member who has accrued the minimum number of Diamonds required for the top platinum tier according to the FFP rules during the 12 consecutive months preceding the date of review of eligibility, as determined in the top platinum tier rules.
- 21 The benefit is personal and non-transferable, including between FFP Members and/or family members and/or friends. The status of a Member who passes away shall expire upon Member's death and cannot pass by inheritance.
- 22 "Benefits in the King David Club" – Lounge access benefits as published in the EL AL website.
- 23 The Member's status and the type of credit card he holds (FLY CARD or FLY CARD PREMIUM) determine the benefits to which the Member will be entitled, including promotions specific to a certain tier, entitlement to Upgrades and more, as is determined by EL AL from time to time. Benefits will be granted to FFP Members according to their status at the time the benefit is redeemed.
- 24 The benefits granted in each of the tiers under the program, including lounge access benefits, are not fixed and may change from time to time, *inter alia* in order to maintain the quality of the benefits and the service for each tier and due to various constraints. Accordingly, the FFP does not commit to offer any specific set of benefits for any tier of membership. Details regarding the benefits of each tier at any given moment appear on the EL AL website.
- 25 The eligibility review for each tier checks the number of Diamonds or Diamonds and flight segments (as the case may be) that have accrued to the Member's credit, according to the FFP rules (as updated from time to time on the EL AL website), during the 12 consecutive months preceding the date of review of eligibility. The eligibility of each FFP Member is reviewed daily. An FFP Member who is found to meet the eligibility criteria for a certain tier will be upgraded to such tier. Status renewal for another year or downgrade to a different status shall be made **once a year** (12 months after the date of receipt of the status or the last renewal date of the status, in relation to the specific FFP Member). At the end of the status period, insofar as the FFP Member does not meet the threshold for retaining the status for another year, the FFP Member shall be downgraded to a tier corresponding to the number of Diamonds or the number of Diamonds and flight segments (as the case may be) that have accrued in his account. Therefore, an FFP Member may be downgraded by several tiers at once if he does not meet the relevant threshold for a certain tier.
- The required thresholds for each tier are posted on the EL AL website.
- 26 Upon conclusion of the term of the New Diamonds Program, which was set for nine months, EL AL shall be entitled to renew the validity of the New Diamonds Program for additional periods, renew the same with different terms and conditions, determine additional tiers, remove existing tiers, change the threshold allowing entry or transition to a certain tier, change the Diamond accrual ratio,

change or cancel the Diamond accrual limit, substitute the program with another program or cancel it, at its sole discretion. If the fixed term of the program comes to an end and is not renewed, the tiers and any right deriving therefrom at the end of the term will be cancelled.

- 27 Without derogating from the generality of the provisions of these Regulations, it is clarified that the airline industry is by nature a dynamic industry and significantly affected by external circumstances beyond EL AL's control. Hence, insofar as EL AL decides, at the end of the fixed-term program, to continue the program in such or other format, but decides to change the threshold required for certain tiers, it shall inform the FFP Members of the change to the threshold required for a tier around 3 months prior to renewal of the fixed-term program in the new format, and in any event such change shall not exceed 30% of the number of Diamonds required for eligibility for any tier prior to the change.

For illustrative purposes only (without the specific example having any practical significance): if a specific tier requires 100 Diamonds and the program came to an end but it was decided to continue it in a new program with different terms and conditions (for an additional nine months), for purposes of the new tier, no more than 130 Diamonds shall be required.

Transition provisions

- 28 The Diamonds accrued in the "old" Diamonds program, which is in effect until March 31, 2025 (the "**Old Diamonds Program**") shall not be cancelled. The tier acquired in the Old Diamonds Program shall not be impacted and shall remain in effect for one year from the date on which it was achieved, until the date on which the tier is reexamined, according to the New Diamonds Program, as shall be in effect at such time.

And for illustrative purposes only:

An FFP Member who accrues Diamonds that eligible for a Top Platinum status on December 1, 2024 will enjoy such status for one year until November 30, 2025, at which time his status shall be reexamined for the first time according to the New Diamonds Program.

It is the Diamonds he accrued throughout this period (from December 1, 2024) that shall be used to re-determine his status at the end of the period.