

1. Definitions

"Airline" means either or both –

- (i) Air Pacific Limited including Air Pacific Limited trading as Fiji Airways and
- (ii) Fiji Airlines Limited trading as Fiji Link

"Fiji Airways" means Air Pacific Limited trading as Fiji Airways "Fiji Link" means Fiji Airlines Limited trading as Fiji Link

"FJ Code" means the code issued to the Airline by the International Aviation Transport Authority (IATA) for purposes of its identification as well as its destination and its traffic documents.

"Montreal Convention" means the Montreal Convention 1999.

"Warsaw Convention" means the Warsaw Convention 1929, or that Convention as amended at the Hague on 28 September 1955 and by Montreal Protocols [Nos. 1, 2 and 4] whichever may be applicable.

"Baggage": means your personal property accompanying you on your trip. It consists of both your checked baggage and cabin baggage. "Carrier": means all air carriers that carry or undertake to carry you and your baggage or perform any other service.

"Contract" means your acknowledgement and acceptance of –

- (i) this ticket and its terms; our General Conditions of Carriage (Passenger and Baggage) and any applicable tariffs filed with governments;
- (ii) applicable laws and international conventions;
- (iii) the fare rules as applicable; and
- (iv) any oral or written directions issued by the Airline.

to which the carriage of all passengers on any flights under the FJ Code is subject.

2. Conditions of Contract

2.1 Carriage hereunder is subject to the provisions of the Warsaw Convention or Montreal Convention as applicable unless such carriage is not "international" carriage as defined by those conventions.

2.2 To the extent not in conflict with the Conventions, your carriage and other services performed by the Airline are subject to:

- (i) Conditions endorsed on the Itinerary & receipt / Boarding pass / E-ticket wallet;
- (ii) These Terms and Conditions;
- (iii) The Airline's General Conditions of Carriage (Passenger and Baggage), available on request, and any applicable tariffs filed by the Airlines with regulatory bodies;
- (iv) Applicable laws and International Conventions
- (v) The Airline's oral and/or written directions to passengers.
- (vi) In the event of any inconsistency between these Terms and Conditions and the General Conditions of Carriage, the General Conditions of Carriage shall prevail.

2.3 If the Airline issues a ticket or boarding pass for another carrier's flight, it does so only as an agent for that carrier.

2.4 Unless otherwise stated, a ticket is valid for one year from the issue date.

2.5 The Airline will use all efforts to carry you and your baggage reasonably in accordance with the date and time of the flight(s) specified, but does not guarantee it will be able to do so. Schedules may change without notice.

2.6 You must:

- (i) Comply with all applicable government travel requirements including the carriage of valid passports and visas to enter the countries to which you are travelling.
- (ii) Please ensure check in by the required check-in time.

2.7 The contract between you and the Airline, including any exclusion or limitation of liability, applies to benefit:

- (i) The Airline's employees, agents and representatives
- (ii) All other carriers used by the Airline to carry you; and
- (iii) Those other carriers' employees, agents and representatives, and the Airline holds that benefit on trust for them, and can, if requested by them, enforce it on their behalf.

2.8 If your checked baggage on the Airline's international flight has been lost or damaged (or part thereof), you must notify the Airline in writing within 7 days and in the case of delay, within 21 days of delivery. In respect of damage, loss or destruction of cabin baggage you must notify the Airline in writing within 7 days from the date the carriage ended. If your checked baggage is lost or destroyed during domestic carriage you must notify the Airline in writing within 21 days from when you should have received the checked baggage. In respect of damage, loss or destruction of cabin

baggage, you must notify the Airline in writing within 7 days from the date when the carriage ended.

- 2.9 This e-ticket document does not constitute a document of carriage and in the event of any differences between it and the record of booking in the Airline's databases, the latter will prevail.

3. Cabin Baggage Allowances

- 3.1 Passengers (except infants) are allowed the following baggage allowances:

International Flights

| | | All Destinations | | |
|----------------|-------------|--|------------------|---------------------------|
| | | Weight | Number of Pieces | Within Maximum Dimensions |
| Adult & Child | Economy | 7 Kg (15 lbs) | 1 piece | 55x40x23cm |
| | Business | 7 Kg (15 lbs) | 2 pieces | 56x45x25cm |
| Infant(<2 Yrs) | All Classes | Plus 3kg (7lbs) for accompanying adult (1 piece) | | |

Domestic Flights

| Passenger Type | Class of Travel | Weight Allowance |
|--|-----------------|------------------|
| Adult & Children | Economy | 7 kg (15lbs) |
| Infant(<2 Yrs) | All Classes | N/A |
| Total dimensions* of the bags must not exceed 115cm (45in) | | |

- 3.2 Enhanced security screening measures apply on international flights from and to Fiji with respect to the carriage of liquids, aerosols and gels. If you want to take liquids, aerosols or gels through the screening point, make sure each item is 100ml or less and all items fit comfortably in a transparent re-sealable 1 litre plastic bag. Only one bag per person is allowed.

3.3 Restrictions on Cabin Baggage

Some items cannot be carried in the cabin of the aircraft and are therefore classified as Prohibited Items under this Conditions of Carriage. Prohibited Items include but are not limited to weapons, restraining devices, knives and sharp tools or cutting implements such as scissors and screwdrivers, lighters and some sporting goods such as bats and clubs. The list of Prohibited Items may vary depending where you board an aircraft. We have the right to amend the list of Prohibited Items from time to time. Please check with us or your Authorized Agent prior to travel on what items you may be permitted to take in as Checked Baggage.

It's important to know that even if an item is generally permitted, it may be subject to additional screening or not allowed through the checkpoint if it triggers an alarm during the screening process, appears to have been tampered with, or poses other security concerns. The final decision rests with the air transport security authority on whether to allow any items on the plane. Also, please note that some of these Prohibited Items are illegal in certain jurisdictions and passengers will be subject to the law of that jurisdiction. It is a passenger's responsibility to be aware that origination and destination ports may have local laws prohibiting the possession of these items. If you try to include a Prohibited Item in your Cabin Baggage, you acknowledge that we have the right to take them from you. We do not accept any responsibility for items which we refuse to carry as Cabin Baggage and which are not carried as Checked Baggage. You are responsible for your personal items that are in your care and control.

3.4 Cabin Baggage Non-Compliant Fees

Non-compliant cabin bags are subject to excess charges at the check-in counter when checked in and the following cabin bag fees are applicable for any non-compliant cabin bags found at the boarding This is charged from FJ's point to point routes.

| From | To | Charge per bag |
|-----------|-----------------|----------------|
| Fiji | AU/NZ/HK/Pac Is | FJD100 |
| Fiji | US | FJD200 |
| US | Fiji | USD120 |
| Hong Kong | Fiji | HKD400 |
| Australia | Fiji Network | AUD100 |

| | | |
|-----------------|--------------|----------------------------------|
| New Zealand | Fiji Network | NZD100 |
| Pacific Islands | Fiji Network | FJD100 converted to POS currency |

4. Checked Baggage Allowances (Fiji Airways and Fiji Link)

4.1 Passengers (except infants) are allowed following baggage. No single item may exceed 30kg in weight.

International Flights

| | | All Destinations (Except To/From USA/CA) | Travel To/From Honolulu | | Travel To/From Los Angeles/San Francisco & Canada | |
|----------------|-------------|--|---------------------------|------------------|---|------------------|
| | | Weight | Weight | Number of Pieces | Weight | Number of Pieces |
| Adult & Child | Economy | 23 kg (50 lbs) | 23 kg (50 lbs) | 1 piece | 23 kg (50 lbs) | 1 piece |
| | Business | 40 kg (88 lbs) | 30 kg (66 lbs) | 1 piece | 30 kg (66 lbs) | 3 pieces |
| Infant(<2 Yrs) | All Classes | 10 kg (22 lbs) + Stroller | 10 kg (22 lbs) + Stroller | 1 piece | 10 kg (22 lbs) + Stroller | 1 piece |

Total dimensions* of 1 piece should not exceed 158cm (62in)

Domestic Flights

| Passenger Type | Class of Travel | Weight Allowance |
|------------------|-----------------|------------------|
| Adult & Children | Economy | 15 kg (33lbs) |
| Infant(<2 Yrs) | All Classes | 1 stroller |

Total dimensions* of the bags must not exceed 115cm (45in)

4.2 Oversized baggage/ Bulky items: Fee for bulky items such as surf boards and golf bags is to be charged in addition to any excess baggage fees. Refer excess and oversized baggage section on website for bulky item fee and conditions.

4.3 Checked Baggage Policy

(i) Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you unless applicable law requires you to be present at the airport of arrival for customs clearance.

(ii) Unacceptable Items as Checked Baggage

While we will make best efforts to take care of your checked in items, we cannot guarantee that delicate or valuable items are able to withstand baggage handling processes during carriage by air. Checked Baggage can also be delayed, damaged or lost, therefore items which you may consider valuable to you or which you may need urgently should be carried with you as unchecked baggage provided it is not classified as one of the Prohibited Items listed in 14 (a) below and or by any applicable laws and regulations.

The following items must NOT be included in your Checked Baggage. You will be required to remove such items from your checked baggage and either carry them as unchecked baggage or make alternate arrangement for their transportation.

- (a) dangerous goods as specified in clause 15.
- (b) fragile or perishable items
- (c) money, Jewelry, precious metal, silverware
- (d) negotiable papers, share certificates, securities or other valuable documents
- (e) cameras, video cameras and related equipment
- (f) commercial goods, samples or business documents
- (g) electrical and electronic devices
- (h) passports and other travel documents.
- (i) essential medicines

If you carry items in contravention of these Conditions of Carriage, we will use all available defences against any claim in respect of any damage, loss or destruction of those items.

- (iii) In all cases of alleged loss or damage, proof of actual loss or damage will be required in order to initiate investigation of any such claims.
- (iv) We will not be liable for any damage arising from compliance with any laws or Government regulations, order or

- requirements, or from your failure to comply with the same.
- (v) We will have no liability for destruction, loss of or damage to your Checked Baggage if the damage resulted from the inherent defect or quality of Checked Baggage.
- (vi) We shall have limited or no liability for Damage to or loss of articles not permitted to be contained in Checked Baggage under clause 15 and 14(a) except as otherwise provided by the Montreal Convention and subject to applicable defenses therein, including contributory negligence and wrongful acts or omissions by you.
- (vii) We shall not be liable for general wear and tear or for damage to protruding or moving parts, such as wheels and handles where we consider the parts are not of suitable quality or nature to withstand baggage handling during carriage by air.
- (viii) In the case of Checked or Unchecked Baggage if there has been contributory negligence on your part we may be exonerated wholly or partly from our liability in accordance with applicable law.

4.4 If part of journey includes code share flights or flights on other airlines, operating carriers' baggage allowance applies. Be sure to label baggage inside and out, and with your name, address and contact number for your destination. Labels can be obtained from the Airlines, your local travel agent or at check-in. Mattresses will not be accepted for carriage as checked baggage. (Accepted as Freight only). All Fiji Link flights are weight restricted for safety reasons and depending on load; bags/surfboards may not be carried on same flights.

5. International Notice – Limitation of Liability (Fiji Airways only)

- 5.1** If your journey has a destination or stop in another country other than the one from which you depart, a treaty known as the Warsaw Convention may govern the liability of all airlines involved in your journey and may limit the amount of damages that can be recovered for your death or injury. However, many airlines have voluntarily agreed to waive those limits (in whole or in part).
- 5.2** Fiji Airways will not rely on the limitation in Article 22 (1) of the Warsaw Convention or the Warsaw Convention as amended at The Hague for any claim for recoverable compensatory damages arising under Article 17 of that Convention.
- 5.3** Fiji Airways will not rely on any defence under Article 20 (1) of the Convention for that part of any claim for recoverable compensatory damages arising under Article 17 of the Convention that does not exceed 100,000 Special Drawing Rights. Otherwise Fiji Airways will rely on all other defences under the Convention.
- 5.4** In addition, in cases of death or bodily injury, if required by law, Fiji Airways will make advance payments to the person entitled to compensation, if required, to meet immediate economic needs, in proportion to the hardship suffered.
- 5.5** Liability for loss, delay or damage to baggage is limited to about US\$20 per kilo for checked baggage and US\$400 per passenger for unchecked baggage. For travel pursuant to a contract of carriage providing for travel wholly between United States points, such liability is limited to a maximum of US\$2,500 per passenger.
- 5.6** There is no waiver of any rights or limitation of liability by any entity or carrier (including any carrier performing any part of the carriage shown on the ticket) other than Fiji Airways

6. Domestic Notice – Limitation of Liability

- 6.1** "Domestic Carriage" for the purpose of this paragraph means carriage which is not "international carriage" as defined by the Warsaw Convention or the Montreal Convention.

Passenger: Domestic Carriage is subject to the Fiji Civil Aviation Act (cap 174) as amended. This legislation limits liability for death or injury of any passenger to FJD500, 000.

Baggage: Checked baggage liability limit – FJD1, 000 per passenger for destruction, loss or damage. Cabin baggage liability limit – FJD200 per passenger.

- 6.2 To the extent permitted by law all liability is excluded for:**

- (i) Any injury in the nature of depression, anxiety, depressive illness, functional overlay or psychiatric injuries or for distress, grief, or loss of enjoyment however caused;
- (ii) Any indirect or consequential loss or damage resulting from lost, damaged or delayed baggage, whether the carriage is international carriage or domestic carriage; and
- (iii) Normal wear and tear to baggage and for delay, damage or loss of fragile, delicate or perishable item, medicine, money, jewelry, precious metals, negotiable papers, securities, valuable items (including cameras, computers and electronic equipment), commercial goods or documents in checked baggage. (Such items should be kept with you or in your cabin baggage under your care or send by freight).

- 6.3** In respect to baggage liability is limited to FJD1000 (for checked baggage), and FJD100 per passenger (for cabin baggage). Damage must be sighted by an employee or representative of the Airline at the airport/airstrip. Delayed/lost baggage must be reported on arrival and a complaint in writing must be received within 14 days of when you should have received it.

- 6.4** For any direct or consequential losses or damages in relation to your baggage or articles that are not checked baggage, the Airline will not have any liability, subject to any rights you may have under the Fair Trading Decree 1992 (Fiji). To the extent permitted by law, if you are or hold yourself out as acquiring this carriage or other services from the carrier for the purpose of a business, then the provisions of the Fair Trading Decree 1992 (Fiji) will not apply to such carriage

or those service.

7. Seating

7.1 The Airline does not guarantee you any particular seat even if your reservation is confirmed. You must accept any seat allocated on the flight even if this involves a downgrade, or wait until the next flight on which a seat is available in the class of service paid for.

7.2 The Airline may refuse carriage of any passenger or passenger's baggage without any liability on its part if due to the passenger's physical state the passenger requires an additional seat (for economy class travel only) unless the passenger agrees to pay for an additional economy class seat at the applicable fare including all applicable fees and taxes, and other charges imposed by Governments, authorities or airport operators.

8. Overbooking Notice/Denied Boarding

8.1 There is a chance a seat will not be available on a flight even if your reservation is confirmed. This is due to the common practice in the airline industry of overbooking. If an international flight from USA is overbooked, no one will be denied a seat until the Airline calls for volunteers to give up their reservations in exchange for a payment of the Airline's choosing. If there are not enough volunteers, the Airlines will deny boarding to reservation holders in accordance with its policy. Passengers who are denied carriage by reason of non-availability of seats may be eligible for compensation. Details of applicable compensation may be obtained at check-in.

8.2 The Airline may refuse to refund a passenger for a ticket if the Airline's failure to provide carriage in accordance with the contract of carriage is due to a government security directive.

9. Government & Other Taxes and Charges

The price of your ticket may include significant amounts of taxes, charges and fees imposed on air transport by governments, authorities and airport operators (in the fare e.g. Value Added Tax (VAT), Goods & Services Tax (GST), Departure Taxes, Noise levies, etc shown separately as a TAX/FEE/CHARGE). You may also be required to pay additional taxes, fees or charges not marked on your ticket. Some USA airports may impose Passenger Facility Charges (PFC) of up to US\$4.50 to finance airport related projects. Note that passengers departing Samoa (eg. Apia) are required to pay WST40 (subject to change without notice) at the airport.

You must pay your fare, including any taxes, fees and carriers charges in the currency of the country in which the Ticket is issued, unless we or our Authorised Agent permit or require you to use another currency at or before the time you pay (for example, because of the non-convertibility of the local currency). We may decide, and reserve our right, to accept payment in another currency.

10. Insurance

Personal and baggage insurance is recommended. Details may be obtained from the Airline, or your travel agent.

11. Searches

The Airline, government or airport officers may require you to submit to clothing and body searches, require you to submit your baggage to searches or inspections and search or inspect your baggage with or without you.

12. Right to Refuse Carriage

The Airline reserves the right to refuse carriage to any person who is unable to provide positive identification, does not possess valid travel documents or seeks to travel in violation of applicable law, tariffs or the General Conditions of Carriage, or is otherwise in breach of these Terms and Conditions, or is under the influence of drugs or alcohol, or it is necessary for the safety or comfort of other passengers or for the protection of property.

13. Smoking

Smoking is not permitted on any of the Airline's aircraft.

13.1 E-Cigarettes

The use of e-cigarettes is not permitted on board an aircraft. E-cigarettes and related devices must be carried as carry-on baggage exclusively in the cabin of the aircraft. E-cigarettes must not be carried as checked baggage.

14. Dangerous Goods

For safety reasons, the following types of Dangerous Goods must not be carried in your baggage. These goods fall into the categories shown below. Brief cases and attaché cases incorporating Dangerous Goods such as lithium batteries or pyrotechnic devices are totally forbidden. Disabling Devices such as mace, pepper spray etc. containing an irritant or incapacitating substance is prohibited on the person, in checked baggage and cabin baggage. **Firearms and dangerous weapons are not permitted in the cabin.**

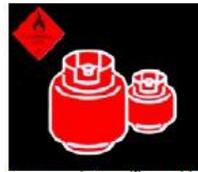
Airline Disinsection Notice

Fiji Airways aircraft are treated with insecticide to prevent the introduction of non-native insects that may be

harmful to persons and the natural environment of Fiji. More information about this practice is available from the US Department of Transportation [link <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>]



Corrosives (acids, alkalis, wet cell batteries, mercury).



Compressed Gases (flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders).



Poisonous and Toxic Substances (such as arsenic, cyanides, insecticides and weedkillers).



Explosives (munitions, fireworks and flares).



Miscellaneous (dry ice, heat producing articles, engines).



Infectious Substances (such as bacteria, virus cultures).



Flammable Liquids (such as lighter and heating fuels, petrol and turpentine).



Oxidising Materials (such as bleaching powders and peroxides, pool chemicals, repair kits).



Radioactive Materials.



Disposable Lighters (refills and book matches). Matches and articles easily ignited. Briefcases and attaché cases with installed alarm devices or pyrotechnic Material.



Other Dangerous Articles (such as magnetised material, offensive or irritating materials and a wide range of items identified in IATA Dangerous Goods regulations).

Firearms are not permitted in the cabin.

15. Privacy Notice

You acknowledge that personal information has been given to the Airline for the purpose of processing your travel arrangements, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. You authorise the Airline to retain such information and to transmit it to our own offices, other carriers, and travel service providers, organizations which provide services to the Airline, various law enforcement agencies and governments around the world for security, customs and immigration purposes. You can gain access to the information the Airline holds about you by contacting **Fiji Airways Corporate Customer Relations in writing at Private Mail Bag, Nadi Airport, Fiji.**

Your health and well-being in-flight

For more information on your health and well-being in-flight, please refer to the Fiji Airways FLIGHT GUIDE in our Fiji Airways Islands in-flight magazine.

Very Important Reminders

Changes to reservations should be made at least 24hours prior to ticketed departure if fare conditions permit. Please call Fiji Airways Reservations on the numbers listed below or your travel agent if your total journey has not commenced. Changes done to reservations will result in cancellation of Special Service requirements like Special Meals, Wheelchair requests, Unaccompanied Minor, etc. Please remember to have these services rebooked with our reservations agent when making changes. Failure to cancel any ticketed bookings at least 24hours prior to departure will result in forfeit of fare sector for all Bula Saver fares. Reissue fees apply to all changes made to Bula Saver fares. Additional fare upgrade fees apply if the same fare is not available. Tickets shall be reissued only at Fiji Airways Sales offices or its General Sales Agents. Higher fees and penalties will apply for changes made at the Airport on the day of Departure. Business Class upgrades are offered at all airports, subject to availability of seats and meals. For upgrade fees, please enquire at any Fiji Airways check-in counter.

For more information on Fiji Airways services or to book your next flight call Fiji Airways from within Fiji on

+679 672 0888 or +679 330 4388

Or within Australia on 1800230 150

Or within New Zealand on 0800 800178

Or within USA on 1 800 227 4446

Or visit our Fiji Airways website at www.fijairways.com

We would love to hear about your Fiji Airways experience. Please email your feedback to service@fijairways.com