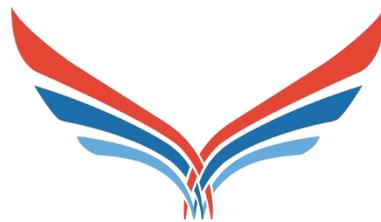


**GENERAL CONDITIONS OF CARRIAGE
FOR INTERNATIONAL PASSENGER AND BAGGAGE**



FLY GANGWON

Article 1. Definitions

As used in these conditions of carriage, terms shall be defined as follows;

1.1. Terms

1.1.1 Company

Fly Gangwon, Incorporated

1.1.2 Passenger

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

1.1.3 Carriage

"Carriage", which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.

1.1.4 Carrier

"Carrier" means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his/her baggage thereunder, or perform or undertake to perform and other services related to such air carriage.

1.1.5 Convention

"Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called the "Warsaw Convention") or that Convention as amended at the Hague, September 28, 1955 (hereinafter called the "Warsaw Convention as amended at the Hague, 1955"), or Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999 (hereinafter called the "Montreal Convention"), whichever may be applicable

1.1.6 International Carriage

"International carriage" except when the convention is applicable means any carriage in which, according to the contract of carriage, the place of departure, and any place of landing are situated in more than one country. As used in this definition, the term "country", which is equivalent to "state", includes all territory subject to the sovereignty, suzerainty, mandate, authority, or trusteeship thereof.

1.1.7 Tariffs

"Tariffs" means Fly Gangwon's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

1.1.8 Conditions of contract

"Conditions of contract" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

1.1.9 Ticket

"Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket or the mobile ticket which provides for the carriage of the passenger and his/her baggage, in each case issued by Fly Gangwon, and including Conditions of Contract, notices.

1.1.10 Electronic ticket(e-ticket)

"Electronic ticket" means the Itinerary/Receipt and/or electronic coupons issued in the electronic form by Fly Gangwon or on our behalf.

1.1.11 E-ticket Itinerary/Receipt

"Itinerary/Receipt" means a document or documents Fly Gangwon issue to passengers travelling on Electronic tickets that contains the passenger's name, flight information and notices.

1.1.12 Electronic coupon

An electronic flight coupon which indicates the particular segment which a passenger is entitled to be carried on or other value document held in Fly Gangwon's database.

1.1.13 Miscellaneous charges order (Electronic Miscellaneous Document: "EMD" hereinafter)

A document issued by a carrier or its agent, requesting issue of an appropriate Passenger Ticket and Baggage Check or provision of services to the person named in such document.

1.1.14 Force majeure

Force majeure means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised (Excluding traffic circumstances or cancellations of flights etc.)

1.1.15 Normal fare

Normal fare means the full fare established for a normal, regular or used service, the application of which is not dependent upon any specially limited period of ticket validity or other special circumstances.

1.1.16 Special fare

Special fare means a fare other than a normal fare.

1.1.17 Days

"Days" means full calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.

1.1.18 Stopover

Stopover, which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by carrier, at a point between the place of departure and the place of destination.

1.1.19 Destination

Destination means the ultimate stopping place according to the contract of carriage. In the case of a round trip or circle trip, the destination is the same place as the point of origin.

1.1.20 Check-In

Check-In means the progress consisting of seat assignment, issuance of boarding pass, baggage acceptance, etc, that is performed by the airline to make passengers ready to board flights.

1.1.21 Check-In Deadline

Check-In Deadline means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

1.1.22 Boarding Pass

Boarding Pass means a document issued at check-in which admits passenger to aircraft. It must be presented at the boarding gate.

1.1.23 Baggage

Baggage, which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his or her trip. Unless otherwise specified, it shall include both checked-in and unchecked-in baggage of the passenger.

1.1.24 Checked-In Baggage

Checked-In Baggage, which is surrendered with valid ticket, means baggage of which carrier takes custody and for which carrier has issued a baggage tag and issued a baggage claim tag.

1.1.25 Unchecked-In Baggage

Unchecked-In Baggage, which is equivalent to hand luggage, is baggage other than checked-in baggage.

1.1.26 Baggage Tag

Baggage Tag means a document issued for identification and transportation of the checked-in baggage.

1.1.27 Baggage Claim Tag

Baggage Claim Tag means those portions of the ticket that provide for the carriage of passenger's checked-in baggage and which are issued by carrier as a receipt of passenger's checked-in baggage.

1.1.28 Child

Child means, for the purpose of child discounts fare, a person of 2 years of age or over but under 12 years.

1.1.29 Infant

Infant means, for the purpose of infant discounts fare, a person under 2 years of age.

1.1.30 Animals in the cabin

Animals in the cabin mean pet limited to dogs, cats and household birds.

1.1.31 Round Trip

Round Trip, is equivalent to a return journey, which means travels from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same. Travelling, from one point to another and return by different air route from which was used for inbound, also is defined as round trip as long as outbound and inbound are under the same fare.

1.1.32 Circle Trip

Circle Trip means travel from one point and return there to by a continuous, circuitous air route; provided that where no reasonable direct scheduled air service is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

1.1.33 Open-Jaw Trip

Open-Jaw Trip means travel that is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

1.1.34 Damage

Damage includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.

1.1.35 French Gold Francs

French Gold Francs means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.

1.1.36 SDR (Special Drawing Right)

SDR means a Special Drawing Right as defined by the International Monetary Fund.

Article 2. Application of Conditions

2.1. General

Nothing in these Conditions of Carriage and other applicable tariffs modifies or waives any provisions of the Convention.

2.2. Applicability

To the extent not in conflict with the Convention and except as excluded by Fly Gangwon's conditions in relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passengers and baggage including all services incidental thereto, performed by Fly Gangwon at fares, rates and charges published in connection with these Conditions of Carriage.

2.3. Gratuitous Carriage

With respect to gratuitous carriage, Fly Gangwon reserves the right to exclude the application of all or any part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations and orders (including the Convention).

2.4. Charter Agreement

Carriage of passengers and baggage performed to a charter agreement with Fly Gangwon shall be preferably subject to such charter agreement, and any circumstances not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting the carriage pursuant to a charter agreement shall be regarded as having agreed to the said agreement and these Conditions of Carriage, whether or not, he or she has concluded the charter agreement with Fly Gangwon.

2.5. Effectiveness

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first (electronic) flight coupon of the ticket.

2.6. Amendment without Notice

These Conditions of Carriage and other applicable tariffs shall be subject to amendment without prior notice due to applicable laws, government regulations, orders, requirements, service improvements and, etc. If the above Conditions of Carriage is amended for any other reasons, the amended Conditions of Carriage shall not be applied to the passengers who purchase the tickets before the amendment.

Article 3. Ticket

3.1. General

A ticket will not be issued and in any case Fly Gangwon will not transport the passenger until the passenger has paid the applicable fare or has complied with credit arrangement established by Fly Gangwon.

3.2. Ticket Validity for Carriage and its Expiry

- A. The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Paragraph B below and for observing booking class as conditions in Paragraph C. Each (electronic) flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on "open-date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are shown on the ticket.
- B. A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket. If the ticket is for or includes the fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to the transportation to which such fare applies.
- C. Booking class on the (electronic) flight coupon shall be the same as booking class in PNR (Passenger Name Record). If booking classes are different from each other, the passengers holding such a ticket can be denied boarding a flight or be allowed to board with charges.
- D. The validity of EMD will be one year from the date of issuance. An EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for exchanging to ticket.
- E. Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration and may continue beyond, unless any restriction is specified in applicable tariffs.

F. An expired ticket or EMD will be accepted for refund in accordance with Article 13.

3.3. Extension of Ticket Validity

A. Notwithstanding Article 3. 2. above, the validity of a ticket will be extended by Fly Gangwon without additional collection of fare as follows;

- 1) For no longer than 30 days beyond the original limit, when Fly Gangwon:
 - a. cancels or postpones the flight during the period of validity;
 - b. omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
 - c. fails to operate a flight reasonably according to schedule;
 - d. cause the passenger to miss a connection;
 - e. substitutes a different class of services (First class, Prestige class, Economy class); or
 - f. is unable to provide previously confirmed spaces.
- 2) For no longer than 7 days beyond the original limit, when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to Fly Gangwon.

B. When a passenger is prevented from traveling by reason of illness

Unless any restriction is specified in applicable tariffs, when a passenger is prevented from traveling within the validity of his or her ticket due to illness (Excluding pregnancy), Fly Gangwon will extend the validity of such passenger's ticket until the date when he or she becomes fit to travel according to a medical certificate, or until the first available date of the same booking class, which the fare has been paid. Extension is valid when seat is available after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the (electronic) flight coupons remaining in a ticket having a one-year validity involve one or more stopovers, the validity of such ticket will be extended for no more than 3 months from the date shown on the certificate. In such circumstances, Fly Gangwon will extend similarly the validity of tickets of persons traveling with an incapacitated passenger.

C. When a passenger passes away en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger may be extended by no more than 45 days after the date of death.

- D. When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are;
- 1) members of the immediate family of a passenger who dies en route, or
 - 2) other persons actually accompanying a passenger who dies en route.
- E. If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period General Conditions of Carriage 8 owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled for refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.
- F. When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desire to commence return travel prior to the minimum-stay period. The passenger will be permitted to return at the special fare paid. The ticket must be endorsed "Early Return Account Illness of (name of passenger)" A copy of the medical certificate must be retained in the files for a minimum period of 2 years.
- Note) The same provisions will apply to immediate family member(s) accompanying the passenger.
- G. The "Immediate family" mentioned in Paragraphs C through F above shall be limited to spouse, children, parents, brothers, sisters, grandparents, grandchildren, Fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.

3.4. Coupon Sequence and Use

- A. The ticket you have purchased is valid only for transportation as shown on the Ticket, from the place of departure via any agreed stopping places to the destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity or be refunded if all the (electronic) flight coupons are not used in the sequence provided in the Ticket.

- B. Should you wish to change any aspect of your transportation you must contact Fly Gangwon in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact Fly Gangwon as soon as practicable and Fly Gangwon will use reasonable efforts to transport you to your next stopover or final destination for tickets issued by Fly Gangwon, without recalculation of the fare. If all the (electronic) flight coupons are not used in the sequence due to Force Majeure, the unused Coupons prior to the transportation will lose its validity or be refunded.
- C. Should you change your transportation without our agreement, Fly Gangwon will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. Fly Gangwon will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- D. Please be aware that while some types of changes will not result in a changed fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- E. Except in the case of an electronic ticket, a passenger shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provide positive identification and has a ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

3.5. Absence, Loss or Irregularities of Ticket

Fly Gangwon will refuse carriage to any person not in possession of a valid ticket. Except in the case of an electronic ticket, In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current

applicable fare for the carriage to be performed. Fly Gangwon will not accept a ticket if it has been mutilated or if it has been altered or erased by a person other than a carrier or if it is presented without the passenger coupon and all unused flight coupons. Notwithstanding the foregoing Fly Gangwon will issue at the passenger's request a new ticket with the collection of service charge to replace the lost one upon receipt of proof of loss satisfactory to Fly Gangwon, and if the circumstances of the case in Fly Gangwon's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by Fly Gangwon, to indemnify for any loss or damage which Fly Gangwon may sustain by reason thereof.

3.6. Non-Transferability

- A. A Ticket shall be valid for the named person only and non-transferable.
- B. Fly Gangwon shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, Fly Gangwon will not be liable for death or injury of such unauthorized person or for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

Article 4. Stopover

4.1. Permission of Stopover

- A. In case of a passenger holding a ticket issued at the normal fare, stopovers within the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs don't permit such stopover.
- B. In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of Fly Gangwon.

4.2. Prior Arrangement

Stopovers shall be arranged with Fly Gangwon in advance and specified in the passenger ticket.

Article 5. Fares, Charges and Routings

5.1. Applicable Fares and Charges

- A. Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by Fly Gangwon, and shall be those in effect on the date on which full payment is made, for travel on specific dates and journey shown on ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.
- B. Published fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service with airport areas or between airports or between airport and downtown except where applicable tariffs specially provide that such ground transfer service will be furnished without additional charge.
- C. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with fares and charges in effect on date on which the change is made and is reflected on the ticket.
- D. Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.
- E. Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class provided that, when a passenger cannot be accommodated in one seat because of his size. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

5.2. Construction of Unpublished Fares

When the fare between any two points is not specially published, such fare will be constructed as provided in applicable tariffs.

5.3. Routings

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open-date portion of such ticket, may specify an optional routing; if no routing is specified, Fly Gangwon may determine the routing.

5.4. Taxes, Fees and Charges etc.

Applicable taxes, fees and charges imposed by government or by the operator of an airport collectible from a passenger will be in addition to the published fares and charges.

The service charges, fees and other collectible charges due to the changes in any circumstances imposed by Fly Gangwon will be also collected in addition to the published fares and charges. If a new tax, fee or charge is imposed even after ticket issuance, a passenger will be obliged to pay it.

5.5. Currency of Payment and Applicable Exchange

5.5.1 Currency of Payment

Subject to currency exchange laws, government regulations and acceptability to Fly Gangwon, payment of fares and charges may be made in a currency other than the currency in which the fares or charges is published.

5.5.2 Applicable Rate of Exchange

The rate of exchange notified by International Air Transportation Association (IATA) will be used to convert the published fare or charge into the selling currency unless any conditions specified in applicable tariffs.

Article 6. Revised Routings, Failure to Carry and Missed Connections

6.1. Changes Requested by Passenger

- A. At the passenger's request, Fly Gangwon will effect a change in the routing (other than the point of origin), carrier(s), class(es) of service (First class, Prestige class, Economy class), destination, fare or validity specified in an unused ticket, (electronic) flight coupon(s) or EMD by issuing a new ticket, provided that;
 - 1) Fly Gangwon issued the original ticket, EMD, or
 - 2) Fly Gangwon has received written or authorized electronically to do so from the carrier entitled to effect the change.
- B. When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.
- C. The expiration date of any new ticket issued for a revised routing will be the same as that of the original ticket or EMD.

6.2. Involuntarily Revised Routings

- A. In the event Fly Gangwon cancels a flight, fail to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 9. 1. Fly Gangwon will either;
 - 1) carry the passenger in another flight of Fly Gangwon on which space is available,
 - 2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting,
 - 3) reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or
 - 4) make involuntary refund in accordance with Article 13. 3.
- B. In the event a passenger misses an onward connecting flight of Fly Gangwon on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and Fly Gangwon

shall not be liable for such missed connection.

- C. An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the class of service originally paid for.

Article 7. Reservations

7.1. General

A ticket will be valid for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable (electronic) flight coupons. A passenger holding an unused open-date ticket or portion thereof, or EMD, or who wished to change his ticketed reservations to other reservations shall not be entitled to any preferential right with respect to the obtaining of reservations.

7.2. Conditions of Reservations

- A. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservations agent of Fly Gangwon, and a record of the confirmed space is reflected in Fly Gangwon's reservations system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by Fly Gangwon, Fly Gangwon will cancel the reservations at any time without notice.
- B. Fly Gangwon may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. Fly Gangwon does not guarantee allocation of any particular space in the aircraft.

7.3. Reconfirmation of Reservations

- A. Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. Fly Gangwon will advise you when Fly Gangwon require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, Fly Gangwon may cancel your onward or return reservations. However, if you advise Fly Gangwon you still wish to travel, and there is space on the flight, Fly Gangwon will reinstate your reservations and transport you. If there is no space on the flight Fly Gangwon will use reasonable efforts to transport you to your next or final destination.
- B. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the Ticket.

7.4. Communication Charges

The passenger will be charged for any communication charge paid or incurred by Fly Gangwon for telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

7.5. Cancellation of Reservations

- A. Please be advised that in the event you do not show up for confirmed flight without advising Fly Gangwon in advance, Fly Gangwon may cancel your return or onward reservations. However, if you do advise Fly Gangwon in advance, Fly Gangwon will not cancel your subsequent flight reservations.
- B. Fly Gangwon may, at its own discretion, cancel a part of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:
 - 1) multiple reservations have identical on-board segment as well as boarding date;
 - 2) it is reasonably considered that passenger cannot use all of the flights because the on-board segments are identical and each boarding date is within 7 days of the earliest departure date;
 - 3) it is reasonably considered that the passenger cannot use all of the reserved flights.

7.6. Reservation Cancellation by Passenger and No-Show Penalty

- A. A passenger who wishes to cancel his or her confirmed seat must notify Fly Gangwon or its authorized agent of the cancellation by the scheduled departure time of the flight.
- B. When a passenger does not notify the Fly Gangwon of cancellation by the scheduled departure time and fails to use his or her confirmed space, the Fly Gangwon will collect a no-show penalty as separately stipulated by Fly Gangwon.

7.7. Personal Information

A passenger or its agent should furnish Fly Gangwon with the required passenger's personal information (name, telephone number, address, credit card number, etc.) for requesting flight reservation or any other services that may or may not be provided through Fly Gangwon. In order to provide the requested services or products, Fly Gangwon may share the passenger's personal information with any of its own offices, its agents, other carriers, other affiliated companies, and the providers of services, and that may provide the passenger's personal information with the government authorities or other agencies concerned to comply with all laws, regulations, orders, demands of countries to be flown from, to or over.

Article 8. Check-In/Boarding

8.1. Check-in Deadlines

Before departure, passengers must allow for adequate time to complete check-in, (establish seat assignment, baggage check-in, etc.), pass through security, and other boarding processes that may be necessary. Fly Gangwon reserves the right to cancel reservations in the event that check-in or portions thereof are not completed properly or in a timely fashion.

8.2. Boarding Deadlines

- A. You must be present at the boarding gate not later than the time specified by Fly Gangwon when you check in.
- B. Fly Gangwon may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

8.3. Liability

Fly Gangwon will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

Article 9. Refusal and Limitation of Carriage, etc.

9.1. Right to Refuse Carriage

- A. Fly Gangwon, in its reasonable discretion, may refuse to carry a passenger and his or her baggage, if it has notified the passenger that it would not at any time carry such passenger on its flights.
- B. Fly Gangwon will refuse carriage or deplane en route passenger and his or her baggage, if one or more of the following have occurred or it reasonably believes may occur:
 - 1) The passenger has failed to observe the instructions or requirements by the government authority concerned or Fly Gangwon with respect to safety or security;
 - 2) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - 3) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
 - 4) At the time of check-in, issuance of boarding pass and any relevant process, if a passenger shows threatening, aggressive, abusive, insulting, and/or disruptive behavior;
 - 5) The mental or physical state of passenger, including the impairment from alcohol or drugs, presents a hazard or risk to himself or herself, to other passenger, to crew, or to property;
 - 6) If an accompanying animal other than service dog is suspected to disturb other passengers or cause harm by making loud noises (barking, etc.) continuously;
 - 7) The passenger has committed misconduct such as obstructing safe operation or causing discomfort or inconvenience to other passengers on a previous flight, and there is a possibility that such misconduct may be repeated;
 - 8) The passenger has refused to surrender his or her identification upon request by Fly Gangwon or its designated agent in order to check if he or she is the person named on his or her ticket, or he/ she fails to identify by himself or herself;
 - 9) The passenger has refused to submit to a security check for his or her person or property;
 - 10) If passenger attempts to enter or transit into a country with insufficient documents or destroys/alters/counterfeits documentation or refuses to submit travel

documents to be held by Fly Gangwon in exchange of a receipt upon Fly Gangwon's request;

- 11) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than Fly Gangwon or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit;
- C. When flight is overbooked or maximum allowed load of aircraft is overloaded due to Fly Gangwon's responsibility, Fly Gangwon may request or look for volunteers to be offloaded. Despite of Fly Gangwon's attempt to minimize the number of involuntary denied boarding passengers but if involuntary denied boarding is inevitable, Fly Gangwon may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. Any disputes arising from this procedure may be settled according to any applicable government laws and international conventions. However, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- D. Due to unforeseeable causes for which Fly Gangwon is not liable, when maximum allowed load of aircraft is reduced, Fly Gangwon may select passenger or baggage to be offloaded in order to meet the allowed load of aircraft. However, Fly Gangwon may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. However, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- E. Fly Gangwon will make refund for the unused portion(s) of ticket in accordance with the provisions in Article 13. 3. herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in Paragraphs A through D above.

9.2. Conditional Acceptance of Carriage

- A. Fly Gangwon will carry, subject to the applicable tariffs and the related regulations, a passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself or herself, on the condition that it will not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition.
- B. Passengers who are unaccompanied minors, pregnant women, passengers with illness or passengers who need special assistance, shall notify Fly Gangwon in advance and Fly Gangwon shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc, carriage of such passengers may be limited.
- C. The passenger with disabilities who has advised Fly Gangwon of the disability and any special requirements in advance and been accepted by Fly Gangwon, shall not subsequently be refused carriage on the basis of such disability or special requirements.

9.3. Code of Conduct in Cabin

- A. If a passenger misconducts himself or herself in cabin as below, Fly Gangwon may take necessary actions as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed inside the aircraft;
 - 1) The passenger endangers the aircraft or any person or property on board;
 - 2) The passenger fails to comply with any instructions or requirements of the crew including but not limited to those with respect to smoking, alcohol, drug consumption or disruptive behavior;
 - 3) The passenger behaves in a manner which causes or is likely to cause discomfort, inconvenience, damage or injury to other passengers or the crew;
- B. The passenger shall be liable for any damages incurred as a result of any of the conducts referred to in Paragraph A above.

9.4. Electronic Devices

For safety reasons, Fly Gangwon may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

Article 10. Baggage

10.1. General

- A. Carriage of baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first (electronic) flight coupon of the ticket.
- B. Passenger must not include in his or her baggage articles which are likely to endanger the aircraft, person or property, or which are likely to be damaged by air carriage or which are unsuitably packed, or the carriage of which is forbidden by any applicable laws, regulations or orders of any country to be flown from, into or over. If, in the opinion of Fly Gangwon, the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, Fly Gangwon, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.
- C. Fly Gangwon will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by Fly Gangwon.

10.2. Checked-in Baggage

- A. Nothing contained in these Conditions of Carriage shall entitle a passenger to have his or her baggage checked-in on a journey for which Fly Gangwon does not offer facilities for checking of baggage.
- B. Upon delivery to Fly Gangwon of the baggage to be checked-in, Fly Gangwon will insert in the ticket or database the number of pieces and weight of the checked-in baggage (which act shall constitute the issuance of the baggage check); in addition, Fly Gangwon will issue, a baggage (claim) tag for each piece of baggage so delivered and covered by the baggage check.
- C. All checked-in baggage must be properly packed in suitcase or similar container in order to ensure safe carriage with ordinary care in handling. Electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, samples or business documents should not be placed in and will not be accepted as checked-in baggage.

- D. Checked-in baggage will be carried in the same aircraft as the passenger unless such carriage is impracticable due to safety, security, space, or other reasons, in which event Fly Gangwon will move the baggage on the next preceding or subsequent flight on which space is available.
- E. In the event that an individual attempts to check baggage after the allotted check-in time has passed, Fly Gangwon reserves the right to refuse acceptance of said baggage.
- F. Fly Gangwon reserves the right to refuse the loading or transport of any baggage in which its owner is not the name listed on the ticket or boarding pass or that is consigned to passenger by 3rd party, and furthermore Fly Gangwon reserves the right to claim all losses and expenses resulting from said baggage against its owner and the passenger who presented the baggage to Fly Gangwon to be checked-in.

10.3. Free Baggage Allowance for Passenger

- A. A passenger adult, child and infant who paying for child fare shall receive a free baggage allowance of 15kilograms.
- B. Children paying 75% or more of the applicable adult fare shall be granted free baggage allowance on the same basis as a passenger paying adult fare. (plus one fully collapsible stroller/push chair and one of infant's carrying basket or children's car seat, allowed to bring in cabin when meet the size to be allowed to onboard)
- C. Infants not entitled to a seat shall be allowed one piece of checked-in baggage provided that the weight does not exceed 10 kilograms (plus one fully collapsible stroller/push chair and one of infant's carrying basket or infant's car seat, allowed to bring in cabin when meet the size to be allowed to onboard)
- D. In addition to the checked-in baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge on wheelchair and/or other assistive devices the passengers are dependent upon.
- E. Free baggage allowance may vary according to the route. In addition, limitation on size and weight may be enforced due to security and safety regulations.

10.4. Excess Baggage Charges

- A. If passenger exceeds free checked baggage allowance, an additional charge will be imposed under the valid Fly Gangwon regulations and procedures on the date of payment of the excess baggage charge.
- B. If you have baggage that exceeds the quantity limit and weight/specifications limit even if it doesn't exceed in free baggage allowance standard, excess baggage fee can be charged. When determining total weight of excess baggage less than 1 kilogram shall not be counted.
- C. Special baggage such as sports equipment is subject to an extra charge specified by Fly Gangwon.
- D. At the passenger's option, excess baggage charges will be payable either at the point of origin for the entire journey via stopover points to final destination (even though baggage may not be checked-in through to final destination in some cases), or at the points of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of the stopover or destination.
- E. Refund of Excess Baggage Charges
 - 1) If a passenger cancels the carriage of excess baggage before the check-in deadline, or do not take a reserved flight, the full amount of the excess baggage paid by the passenger will be refunded. However, if the passenger purchases their baggage in advance, separate regulation has to be followed.
 - 2) If a passenger cancels the carriage of the baggage after the deadline for the check-in or request to delivery baggage in the middle of the itinerary, the excess baggage rate will not be refunded, except for the case where it fails to fulfill some or all requirements of transport with passenger.

10.5. Delivery of Baggage

- A. The passenger shall collect his or her baggage as soon as it is available for collection at the place of destination or stopover.
 - B. Only the bearer of the baggage claim tag, which is provided to the passenger at the time the baggage was checked-in, is entitled to claim the baggage. Fly Gangwon is under no obligation to ascertain that the bearer of the baggage claim tag is entitled
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to claim the baggage and Fly Gangwon is not liable for any loss, damage or expense arising out of or in connection with its failure so to ascertain. Except as provided in Paragraph D below, delivery will be at the destination shown in the baggage claim tag.

- C. If the provisions of Paragraph B above are not complied with by a person claiming the baggage, Fly Gangwon will deliver the baggage only on condition that such person established to Fly Gangwon's satisfaction his or her rights thereto and, if required by Fly Gangwon, such person shall furnish adequate security to indemnify Fly Gangwon for any loss, damage or expense which may be incurred by Fly Gangwon as a result of such delivery.
- D. At the request of the bearer of the baggage claim tag, checked-in baggage may be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in Paragraph B above, unless precluded by government regulations, and unless time and circumstances do not permit. In delivering baggage at the place of departure or at an intermediate stopping place, Fly Gangwon shall be under no obligation to refund any charges paid for such baggage.
- E. Acceptance of baggage by the bearer of the baggage claim tag without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

10.6. Carry-on Items (Unchecked-in Baggage)

- A. In addition to free baggage allowance, each passenger may carry the baggage suitable for placing in closed overhead rack or under passenger seat on the passenger's custody, with maximum three dimensions of not more than 115 cm (45 inches). (The provisions in this Paragraph B below does not apply to the infant not entitled to a seat.)
- B. Any one article listed below may be carried with free of charge, in cabin by passenger in addition to the carry-on items in the above Paragraph A.
 - 1) a small handbag, purse or briefcase
 - 2) a reasonable amount of reading materials
 - 3) an overcoat, wrap or blanket
 - 4) infant's food for consumption in flight

- 5) a fully collapsible wheelchair, a pair of crutches, braces and the prosthetic devices for passengers with disabilities and other equipment; provided that the passenger is dependent upon them.
 - 6) a small camera and a pair of binoculars
 - 7) an umbrella or walking stick that is not sharp in the edge
 - 8) a laptop computer and a dedicated laptop bag
- C. Carry-on baggage may be limited according to airport conditions, security regulations, or insufficient space.
- D. Objects not suitable for transportation in the cargo compartment (such as delicate musical instrument or any other high value goods) will only be accepted for transportation in the cabin compartment with advanced approval granted by Fly Gangwon. Each passenger, subject to advance arrangement with Fly Gangwon, may carry on board the aircraft baggage of such bulky or fragile nature as to require blocking out or use of a seat or seats, subject to a maximum weight of 75 kg (165 pounds) per seat; provided that the weight of such baggage so carried shall not be included on determining the passenger's free baggage allowance nor his or her excess baggage charges. The charge for such baggage so carried per seat shall be the fare which would have been charged to passenger occupying such seat(s) for applicable journey at the time of booking the additional seats; provided that inclusive tour, child or other rebated fare such as spouse, agent or ship's crew may not be used.
- E. Fly Gangwon will limit the acceptance of carry-on items for carriage in passenger cabin to conform with security regulations or others.

10.7. Inspection of Baggage

Fly Gangwon has the right, but not the obligation, to verify in the presence of passenger the contents of his or her baggage, and, in the case of unaccompanied baggage and baggage set out in Paragraph B of 10.6 above, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by Fly Gangwon to carry such contents as would otherwise be precluded from carriage.

10.8. Excess Value Charges

Fly Gangwon shall not apply valuation charges in principle. If a passenger wants to record valuation charges the person may be rejected for carriage.

10.9. Carriage of Animals

- A. Fly Gangwon shall not service live animals (AVIH), in-flight carry-on animals (PETC) in principle.
- B. Dogs accompanying a passenger with a disability to assist such passenger, will be carried as a free baggage allowance under the following conditions.
 - 1) Accompanied by a passenger but not required to have a seat.
 - 2) It should not make a negative impact on other passengers and safety of flight
 - 3) The carrier shall not be liable for damages such as disease, injury or death of a guide dog during flight unless caused by a mistake of the carrier.
 - 4) Fly Gangwon will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person transporting the animal must reimburse Fly Gangwon for any fines, costs, losses or liabilities reasonably imposed or incurred by Fly Gangwon as a result.

Article 11. Schedules, Delays and Cancellations of Flights

11.1. Schedules

- A. The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and Fly Gangwon assumes no responsibility for making connections. Fly Gangwon will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of Fly Gangwon is authorized to bind Fly Gangwon by any statements or representations as to the dates or times of departure or arrival, or of the operation of any flight.
- B. When Fly Gangwon accepts any passenger's booking, Fly Gangwon will notify the passenger of the scheduled flight time in effect as of that time, and it will be shown on the passenger's Ticket. It is possible that Fly Gangwon may change the scheduled flight time subsequent to issuance of any passenger's Ticket. If passengers provide Fly Gangwon with his or her contact information, Fly Gangwon will endeavor to notify the passengers of any such changes of flight time. In case the notice on the changes of the flight time has not been reached to passenger due to the causes attributable to the passenger, including but not limited to providing incorrect contact information or not providing updated contact information, Fly Gangwon shall not be liable for any losses or damages arising out of such result. If, after you purchase your Ticket, Fly Gangwon make a significant change to the scheduled flight time, which is not acceptable to you, and Fly Gangwon is unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 13. 3.

11.2. Cancellations

- A. Fly Gangwon may, without notice, substitute alternate carrier or aircraft.
- B. Fly Gangwon may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket; While Fly Gangwon shall be liable for failure or delay of flights

caused as a result of carrier's willful misconduct or negligence, as set forth in the applicable tariffs, regulations and Conditions of Carriage herein.

- 1) because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
 - 2) because of any fact not to be foreseen, anticipated or predicted; or
 - 3) because of any government regulation, order, demand or requirement; or
 - 4) because of shortage of labor, fuel or facilities, or labor difficulties of Fly Gangwon or others.
- C. Fly Gangwon may cancel the right or further right of carriage of the passenger and his or her baggage upon refusal of the passenger, after demand by Fly Gangwon, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

Article 12. Refunds

12.1. General

Refund by Fly Gangwon for an unused ticket or portion thereof or EMD will be made in accordance with the following conditions, except as otherwise provided in 13.5.

below:

- A. Application for refund should be made during the period of validity of the ticket or EMD, and Fly Gangwon will refuse refund when application therefor is made more than 30 days after expiration date of the ticket or EMD.
- B. Person requesting refund must surrender to Fly Gangwon all unused flight coupon(s) of the ticket excluding Electronic Ticket.
- C. Except as provided below, refund will be made to the person named as the passenger on the ticket or EMD.
 - 1) Refund of the tickets or EMD issued:
 - a. under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued.
 - b. against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request.
 - 2) If, at the time of purchase, the purchaser designates a person to whom refund shall be made, refund will be made to the person so designated.
- D. Refund made in accordance with this rule to a person representing himself or herself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and Fly Gangwon will not be liable to the true person for another refund.
- E. Fly Gangwon may refuse refund on a ticket which has been presented to government officials of a country or to Fly Gangwon as evidence of intention to depart therefrom unless the passenger establishes to Fly Gangwon's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

12.2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made in the currency in which the fare was paid, or in lawful currency of Korea or of the country where the refund is made or in the currency of the country in which the ticket or EMD was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, the refund will be basically made in lawful currency of Korea, which is Korean Won.

12.3. Involuntary Refund

- A. For the purpose of this paragraph, the term "Involuntary Refund" means any refund made because the passenger is prevented from using the carriage provided for in his or her ticket because of cancellation of flight, or inability of Fly Gangwon to provided previously confirmed space, or substitution of a different type of equipment or class of service by Fly Gangwon, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in 9.1.
- B. The amount of an involuntary refund will be as follows:
- 1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid.
 - 2) When a portion of the trip has been made, the amount of refund will be the amount computed as shown in a. and b. below,
 - a. Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip or circle trip tickets, one-half of the round trip fare less the same rate of discount, if any) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed; or
 - b. the difference between the amount of fare paid and the amount of fare for the transportation used.
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12.4. Voluntary Refund

- A. The term "Voluntary Refund", for the purpose of this paragraph, means any refund of a ticket or EMD other than "Involuntary Refund" as defined in Paragraph A of 13.3 above.
- B. Some tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare, which fits well to your travel needs. You may also need to ensure that you have appropriate insurance to cover any unexpected instances such as cancelling your ticket.
- C. The amount of a voluntary refund will be as follows:
 - 1) When no portion of the trip has been made, the total refund amount will be finalized, after deducting any applicable service charge, cancellation penalty and/or no-show penalty.
 - 2) When a portion of the trip has been made, the total refund amount will be the difference between the full amount of fare paid and the amount of fare used after deducting any applicable service charge, cancellation penalty and/or no-show penalty.
- D. When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph 2) of Paragraph C above as if such ticket had been used to a point beyond, to which carriage of traffic is not prohibited.

12.5. Refund on Lost Ticket

Except in the case of an electronic ticket, the following provisions will govern refund of a lost ticket or unused portion thereof:

- A. Refund application must be made not more than 30 days after the expiration date of the lost ticket. Refund will only be made provided that the lost ticket or lost portion thereof has not been honored for transportation of, or refunded upon surrender by, any person prior to the time the refund is made and further provided that the passenger agrees to indemnify Fly Gangwon and hold Fly Gangwon harmless against any and all loss, damage, claim or expense, including (but without limitation) reasonable attorney fees, which Fly Gangwon may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for

- transportation, refund or any other use whatsoever. (except where the use, refund or replacement by or to a third party resulted from Fly Gangwon's own negligence).
- B. If you furnish Fly Gangwon with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made on one of the following bases, whichever is applicable:
- 1) If no portion of the ticket has been used:
 - a. If the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid;
 - b. If the passenger has purchased a new(replacement) ticket, Fly Gangwon will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket.
 - 2) If a portion of the ticket has been used;
 - a. If the passenger has not purchased a replacement ticket, refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has actually been used;
 - b. If the passenger has purchased a new(replacement) ticket, Fly Gangwon will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket.
- C. If Fly Gangwon or our Authorised Agent lose the Ticket or portion of it, the replacement or refund of the lost ticket shall be our responsibility.

Article 13. Ground Transfer Services

Except as otherwise specified in applicable tariffs, Fly Gangwon does not maintain, operate or provide ground transfer service within airports, between airports, or between airport and downtown. Except where ground transfer service is directly operated by Fly Gangwon, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of Fly Gangwon. Anything done by an employee, agent or representative of Fly Gangwon in assisting the passenger to make arrangements for such ground transfer service shall in no way make Fly Gangwon liable for the acts or omissions of such an independent operator. In case where Fly Gangwon maintains and operates for its passenger such ground transfer services, the terms, conditions, rules and regulations of Fly Gangwon, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such ground transfer services. No portion of the fare shall be refundable in the event ground transfer services are not used.

Article 14. Hotel Accommodations

14.1. Hotel Accommodations

- A. Hotel expenses are not included in passenger fares.
- B. In the case of scheduled overnight or other stops on through flights, hotel accommodation may be borne by Fly Gangwon at its option.
- C. When requested by passengers, Fly Gangwon may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by Fly Gangwon or its representatives in arranging, or attempting to arrange, for reservations will be chargeable to passengers.

14.2. Arrangements made by Fly Gangwon

In making arrangements for hotel or other housing and board accommodation for passengers, whether or not the cost of such arrangements is for the account of Fly Gangwon, Fly Gangwon acts only as agent for the passenger and Fly Gangwon is not liable for loss, damage or expense of any nature whatsoever incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or the denial of the use thereof to the passenger by any other person, company or agency.

Article 15. Administrative Formalities

15.1. Compliance with Regulations

The passenger must comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over, and with all rules, regulations and instructions of Fly Gangwon. Fly Gangwon shall not be liable for any aid or information given by any agent or employee of Fly Gangwon to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or for the consequences to any passenger resulting from his or her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

15.2. Passports and Visas

- A. The passenger must present all exit, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Fly Gangwon will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents are not complete. Fly Gangwon is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to Fly Gangwon because of passenger's failure to comply with this provision, the passenger shall indemnify Fly Gangwon therefor.
- B. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Fly Gangwon, on government order, is required to return a passenger to his or her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Fly Gangwon will apply to the payment of such fares any funds paid by the passenger to Fly Gangwon for unused carriage, or any funds of the passenger in the possession of Fly Gangwon. The fare collected for carriage to the point of refusal or deportation will not be refunded by Fly Gangwon.

15.3. Customs Inspection

If required, the passenger must attend inspection of his or her baggage, checked-in or unchecked-in, by customs or other government officials. Fly Gangwon accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to Fly Gangwon because of the passenger's failure to observe this condition, the passenger shall indemnify Fly Gangwon therefor.

15.4. Government Regulations

No liability shall attach to Fly Gangwon if Fly Gangwon in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

Article 16. Liability of Carriers

16.1. Successive Carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.

16.2. Laws and Provisions Applicable

- A. International carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention or by the Warsaw Convention as amended at The Hague, 1955, or by the Montreal Convention. The definition of "international carriage" is set forth in the applicable international convention. For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.
- B. To the extent not in conflict with the provisions of Paragraph A above, all carriage and other services performed by Fly Gangwon are subject to:
 - 1) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements.
 - 2) these Conditions of Carriage and applicable tariffs, regulations and time tables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services.
- C. Carrier's name may be abbreviated in the ticket and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier's timetables as scheduled stopping places on the passenger's route. A list giving the full name, and its abbreviation of each carrier is set forth in applicable tariffs.

16.3. Limitation of Liability and Reservation of Rights of Recourse

- A. Fly Gangwon is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by Fly Gangwon incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of Fly Gangwon and there has been no contributory negligence of the passenger.
- B. Under no circumstances will Fly Gangwon be liable for damage to unchecked-in baggage not attributable to the negligence of Fly Gangwon. Assistance rendered to the passenger by Fly Gangwon's employees in loading, unloading or transshipping unchecked-in baggage shall be considered as gratuitous service to the passenger.
- C. Fly Gangwon is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond Fly Gangwon's control.
- D. With respect to carriage performed by Fly Gangwon and with respect only to claims made by passengers of Fly Gangwon or members of their families, but not with respect to any claim made by or on behalf of any other party:
 - 1) Fly Gangwon shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as amended at the Hague, 1955 as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention as amended at the Hague, 1955.
 - 2) Fly Gangwon shall not avail itself of any defense under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 128,821 SDRs.
 - 3) Except as otherwise provided in Subparagraphs 1) and 2) hereof, Fly Gangwon reserves all defenses available under the Convention to any such claim. Fly Gangwon also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - 4) Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be

subject to the limit in Article 22(1) and to defenses under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955.

- 5) The sum mentioned in terms of SDR in Subparagraph b. above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.
 - E. The foregoing waiver by Fly Gangwon of the Warsaw Convention as amended at the Hague, 1955 Article 22(1) limit of liability and waiver of Article 20(1) defenses up to 128,821 SDRs, as set forth in Subparagraph 1) and 2) of Paragraph D respectively, shall not apply with respect to any claim made by or on behalf of any passenger or person who has wilfully caused the death, wounding or other bodily injury of passenger. As to such claims, Fly Gangwon reserves the right to assert all defenses available under the Convention and other applicable law.
 - F. In any event liability of Fly Gangwon for delay of passenger shall not exceed the limitation set forth in the Convention.
 - G. Any liability of Fly Gangwon for delay, damage or lost baggage is as follows, and depreciation is applied.
 - 1) Any liability of Fly Gangwon except 2) below is limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately USD 20) per kilogram in the case of checked-in baggage, and 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately USD400) per passenger in case of unchecked-in baggage or other property. In the event of delivery to the passenger of part but not all of his or her checked-in baggage, or in the event of damage of part but not all of such baggage, the liability of Fly Gangwon with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
 - 2) The liability of Fly Gangwon is 1,288 SDRs for checked-in and unchecked-in baggage where the Montreal Convention applies to your journey. In case of unchecked-in baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
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- 3) When a higher value is declared for checked-in baggage in advance and additional charges are paid pursuant to applicable tariffs. The liability of Fly Gangwon shall be limited to such higher declared value. Under any circumstances, Fly Gangwon's liability will not exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- H. Fly Gangwon is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of Fly Gangwon shall indemnify Fly Gangwon for all losses and expenses incurred by Fly Gangwon as a result thereof.
- I. Fly Gangwon is not liable for loss, damage to, or delay in the delivery of electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked-in baggage, whether with or without the knowledge of Fly Gangwon.
- J. Fly Gangwon may refuse to accept any articles which do not constitute baggage as such item is defined herein, but if delivered to and received by Fly Gangwon, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of Fly Gangwon.
- K. When Fly Gangwon issues a ticket or checks baggage for carriage over the lines of another carrier, Fly Gangwon does so only as agent of such carrier except with respect to codeshare flights. Fly Gangwon shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked-in baggage, not occurring on its own line; and Fly Gangwon shall not be liable for the loss, damage, or delay of checked-in baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against Fly Gangwon, when Fly Gangwon is the first carrier or the last carrier under the agreement to carry.
- L. Fly Gangwon shall not be liable in any event for any consequential or special damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, whether or not Fly Gangwon had knowledge that such damage might be incurred.
- M. Any exclusion or limitation of liability of Fly Gangwon under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of Fly Gangwon acting within the scope of their employment and also to any person whose
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aircraft is used by Fly Gangwon for carriage and his or her agent, servants or representatives acting within the scope of their employment.

16.4. Reasons for Claims or Actions

In the carriage of passenger and baggage, any action for damages, however founded, whether in contract or in tort or otherwise, can only be brought subject to the conditions and limits set out in the Convention. However, the Convention shall not affect in determining the persons who have the right to bring suit and what are their respective rights.

Article 17. Time Limitations on Claims and Actions

17.1. Time Limitation on Claims

No actions shall lie in the case of damage to baggage unless the person entitled to deliver claim to an office of Fly Gangwon forthwith after the discovery of the damage or pilferage. Claims should be made at the latest within 7 days from the date of receipt; and, in the case of delay or loss, unless the claim is made at the latest within 21 days from the date on which the baggage has been placed at his or her disposal. Every claim must be in writing and dispatched within the time aforesaid.

17.2. Time Limitation on Actions

All claims or rights to damages against Fly Gangwon shall be extinguished unless an action is brought within a period of 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.



Article 18. Overriding Law

Insofar as any provision contained against or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

Article 19. Modification and Waiver

No agent, servant or representative of Fly Gangwon has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs.

Article 20. Original Copies of Conditions of Carriage

The Conditions of Carriage for international passenger and baggage from Fly Gangwon can be published in English, but the Korean version has to be preceded by English one.

