

**HAWAIIAN AIRLINES**  
**DOMESTIC CONTRACT OF CARRIAGE**  
**(Revised September 26, 2022)**

**RULE 1: DEFINITIONS**

As used in this Contract of Carriage, the following terms have the meanings ascribed to them below, unless otherwise defined herein:

“Adult” means a person who has reached his/her eighteenth birthday as of the date of travel.

“Alternate transportation” means air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by the DOT), or other transportation accepted and used by you in the case of denied boarding.

“Applicable adult fare” means the fare which would be applicable to an adult for the transportation, but, excluding any special fares applicable to a guest’s status, e.g., Military fares, adult standby, etc.

“Baggage” means such reasonable articles, effects, and other personal property of a ticketed guest as are reasonably necessary or appropriate for the wear, use, comfort, or convenience of the guest in connection with the guest’s trip. Unless otherwise specified, it shall include both checked and carry-on-baggage and property of the guest.

“Baggage Check Tag” mean those portions of the Ticket that identify your checked baggage and that are issued by the carrier as a receipt for your checked baggage.

“Bicycle Case” means a sealed box, hard-sided, or soft-sided case containing a bicycle, and/or bicycle accessories, that has an Outside Linear Dimension greater than 62 inches (157 cm) and less than 115 inches (292 cm).

“Board Item.” See Rule 18(D)(22).

“Carriage” means transportation of guests and their baggage by air or ground, either gratuitously or for payment.

“Carrier” means Hawaiian Airlines, Inc. and/or other carrier(s) participating with Hawaiian in interline transportation.

“Carry-on-baggage” means baggage, other than checked baggage, carried on board an aircraft by a ticketed guest. It may also be referred to as unchecked baggage.

“Checked baggage” means baggage, other than carry-on baggage, that a ticketed guest has requested be carried by the carrier and for which the carrier has issued a Baggage Check Tag to the guest.

“Claim.” See Rule 20(B)(1)(a).

“Claim Date.” See Rule 20(B)(1)(c)(i).

“Codeshare Flight” means any flight operated by another carrier with our designator code “HA” followed by a 4-digit flight number.

“Codeshare Partner” means any carrier that we have an agreement with for Codeshare Flights.

“Comparable air transportation” means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity or foreign permits as applicable.

“Confirmed reserved space” means space on a specific date and on a specific flight and class of service that has been requested by a guest, and that Hawaiian or one of our agents has verified against an appropriate notation on the Ticket as being reserved for that guest.

“Connecting Carrier(s).” See Rule 21(B)(1).

“Connecting Point.” See Rule 21(B)(2).

“Consequential damages” means any direct and/or indirect damages you may incur as the result of any flight irregularity (delay or cancellation) or arising out of or relating to this Contract of Carriage, including but not limited to loss of wages/income/salary/profits, the purchase of new ticket, unused hotel accommodation, unused ground transportation, missed scheduled events, and similar damages.

“Continental USA” means the District of Columbia and all contiguous states of the USA. Alaska and Hawaii are not included.

“Contract of Carriage” means the terms and conditions contained in this document, as amended from time to time by Hawaiian.

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

“Delivering Carrier.” See Rule 21(B)(3).

“Destination” means the ultimate point of the guest’s journey as shown on the Ticket.

“Domestic” means occurring within the USA.

“DOT” means United States Department of Transportation.

“eTicket” is the record of the ticket agreement maintained and processed within the carrier’s electronic reservation system. A receipt is provided to the purchaser of the Ticket that contains a reference for retrieving the record within the carrier’s reservation system and summary of the Ticket information. The carrier may mandate the issuance of an e-ticket, regardless of market, carrier, form of payment, and customer type.

“FAA” means Federal Aviation Administration.

“Force Majeure Event.” See Rule 21(B)(4).

“Government Laws” means all applicable laws, regulations, rules, and security directives imposed by any federal, state, local, or other government agencies including, but not limited to, those imposed during or because of a national emergency, war, civil unrest, or any terrorist activity.

“Guardian” means one who legally has the care and management of an infant/minor.

“Guest” means any person, except members of the crew, carried or holding a confirmed reservation to be carried in a civil aircraft pursuant to a Ticket.

“Hawaiian” means Hawaiian Airlines, Inc.

“HawaiianMiles” means Hawaiian Airlines, Inc.’s frequent flyer program.

“Immediate Family” means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted, half and step members of the foregoing are also included in Immediate Family.

“Infant” means a person who has not reached his/her second birthday as of the date of travel.

“Irregular Operation.” See Rule 21(B)(6).

“MedAire” is the medical advisory group that we contract with for MedLink and other services.

“MedLink” is a service that allows crew-to-physician phone contact from anywhere in the world.

“Mental Patient” means a guest with a mental condition causing him/her to be deranged, or a guest involuntarily committed patient of a mental health institution, and who is allowed to travel pursuant to Rule 13(F)(7).

“Military” means departments of the USA Army, Navy, Air Force, Marine Corps, and Coast Guard; the respective academies of the USA Army, Navy, Air Force, and Coast Guard; and the USA National Guard. The Reserve Officer Training Corps (ROTC) is not included.

“Minor” means any person under 18 years of age.

“Misconnection.” See Rule 21(B)(5).

“‘Ohana by Hawaiian” refers to Empire Airlines’ flights marketed under the DBA ‘Ohana by Hawaiian.

“Online transportation” means air transportation wholly on the same carrier.

“Our” means Hawaiian Airlines, Inc.

“Outside Linear Dimension” means the sum of the greatest outside length plus the greatest outside width plus the greatest outside height.

“Oversold flight” means a flight where there are more guests holding valid confirmed Tickets that check in for a flight, within the prescribed check in time, than there are available seats.

“PAP” means a positive airway pressure device used to aid individuals with sleep apnea and includes (i) continuous positive airway pressure (CPAP) devices, (ii) automatic positive airway pressure (APAP) devices and (iii) variable positive airway pressure (VPAP/bilevel) devices

“Pet” or “pets” means dogs, cats, and birds only.

“POC” means portable oxygen concentrator.

“Qualified individual with a disability” means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. The phrases used in this definition are further defined in 14 CFR §382.3.

“Reroute” means a change of routing, fare, carriers, class of service, flight, or date from that originally provided for on the ticket.

“Round-trip” means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

“Routing” means the cities and/or class of service and/or type of aircraft via which carriage is provided by carrier(s) between two points.

“Service Animal” means a dog, individually trained to do work or perform tasks for the benefit of a guest who is a qualified individual with a disability

“Standard Bag.” See Rule 18(B)(1).

“Stopover” means a deliberate interruption of more than four hours of a journey by the guest at a point between the place of departure and the place of destination. For example, a stopover occurs when the connecting time between two flights on a ticket is longer than four hours.

“Ticket” means the record of agreement, including electronic tickets, e.g., “Hawaiian Electronic Tickets” or “eTickets,” for guest air transportation provided by Hawaiian under certain terms and conditions to the guest named on the Ticket and in accordance with applicable governing tariffs and regulations.

“TSA” means Transportation Security Administration.

“Unaccompanied Minor” means a person 5 to 11 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion guest at least 15 years of age or with a guardian or parent.

“USA” means the 50 federated states and the District of Columbia, Puerto Rico, U.S. Virgin Islands, American Samoa, Guam, Northern Mariana, Islands, and the Minor Outlying Islands.

“We” means Hawaiian Airlines, Inc.

“Windsurfing Item.” See Rule 18(D)(24).

“You” or “your.” See definition of “Guest” above.

## **RULE 2: GENERAL PROVISIONS**

### **A. GENERAL PROVISIONS.**

1. The rules contained in this Contract of Carriage constitute the terms and conditions upon which Hawaiian agrees to provide Domestic transportation to you, and they are expressly agreed to by you.
2. This Contract of Carriage is subject to Government Laws. In the event of a conflict between any rules contained in this Contract of Carriage and any Government Laws, the Government Laws shall prevail.
3. We are responsible for the furnishing of transportation for you and your baggage only on the flights we operate. We are not liable or responsible for the acts or omissions of any other carrier, even if we, as an agent of another carrier, have issued a Ticket, checked baggage, or made any other arrangements or provided any other services for transportation on flights operated by any other carrier.
4. No employee, agent, or representative of Hawaiian has the authority to alter, modify, or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Hawaiian. Hawaiian’s appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of Hawaiian.
5. Hawaiian’s obligations under the rules of this Contract of Carriage apply only to you. There are no third-party beneficiaries to these rules.

- 6.** All transportation is subject to this Contract of Carriage and charges in effect on the date on which the Ticket is issued, except as may otherwise be provided within specific fare rules. Any references to the rules of this Contract of Carriage are coterminous and include revisions and supplements to, and reissues of, this Contract of Carriage.
- 7.** If your Ticket has been purchased and issued before the effective date of an increase in the fare related to your travel, the increase in the fare will not be collected provided there is no change in the origin, destination, Stopover point(s), flight(s), or dates shown on the original Ticket. These provisions apply whether the increase results from a change in the fare level, a change in conditions governing the fare, or a cancellation of the fare itself.
- 8.** Our conditions of carriage, rules, and fares are subject to change without notice, unless prohibited by Government Laws. However, no such change shall apply to any Tickets issued prior to the effective date of any such change.
- 9.** Any times stated in published timetables or elsewhere are not guaranteed. We may substitute alternate carriers or aircraft and alter or omit stopping places shown on the Ticket in case of necessity without notice. Schedules are subject to change without notice. We are not responsible or liable in any way for failing to operate any flight according to schedule, or for changing the schedule of any flight, even if, as a result, you suffer any losses.
- 10.** We reserve the right to cancel Tickets issued with an erroneous fare due to a technical failure or mistake including, for example, a fare filing error, computer error, or third-party error (either human or mechanical). We do not intend to publish fares that are erroneous or are reasonably apparent as erroneous. Essentially, such fares do not make any economic sense. Although we have warning mechanisms to try to prevent such occurrences, we occasionally publish mistaken fares. Where an erroneous fare has been published and a Ticket has been issued at the erroneous fare, we will void the Ticket and notify you that the Ticket has been cancelled (i) within 72 hours of becoming aware of erroneous fare, or (ii) at least 24 hours prior to your scheduled departure time in cases where the Ticket is purchased less than 72 hours before the scheduled departure from the point of origin. In this event, we will provide a refund of the total cost of your Ticket purchased at the erroneous fare.
- 11.** We may charge you for, or seek reimbursement of, any damages, repairs, and/or cleaning costs incurred because of your actions or the actions of your minor children, Service Animals, or pets.
- 12.** The invalidity of any provision of this Contract of Carriage by any Government Law shall not affect the validity of any other provision of this Contract of Carriage, which shall remain in full force and effect.
- 13.** We will not be liable for any compensatory, consequential, or punitive damages arising out of or relating to the performance of our obligations under this Contract of Carriage, except where any such limitation would expressly violate any Government Law.
- 14.** All fares and charges for Domestic travel are expressed in the lawful currency of the USA.
- 15.** Domestic travel includes travel to Puerto Rico, U.S. Virgin Islands, American Samoa, Guam, Northern Mariana, Islands, and the Minor Outlying Islands. Each guest traveling to any Domestic location is solely responsible for obtaining all required travel documents and for

complying with the laws of each Domestic location from, through or to which he or she travels.

- 16.** You shall indemnify us for any loss, damage, or expense we suffer or incur by your failure to comply with Section (A)(15) of this Rule 2 above, including, but not limited to, the applicable fare to return you to your point of origin or elsewhere due to your inadmissibility to or deportation from any Domestic location.

**B. EMERGENCY SITUATIONS.** Every one of our pilots in command of a flight has authority to exercise his/her judgment depending on the circumstances and to declare and take any action necessary to respond to any emergency situation which may arise in compliance with FAA Regulations and Government Laws.

If you require emergency medical attention on one of our flights, our flight crew has a set of procedures they will follow. As part of those procedures, they will request the assistance of any qualified medical person (physician, nurse, physician's assistant, EMT) on-board the aircraft. They will also make the on-board medical emergency kit available, and the pilot in command will utilize on-board communications equipment to obtain additional medical support and assistance.

Hawaiian has contracted with a medical advisory group MedAire for MedLink services. MedLink allows pilot-to-physician phone contact from anywhere in the world. When contacted by the cockpit crew, the advising physician will help to provide the appropriate treatment instructions.

If the medical emergency occurs while the aircraft is still on the ground, we will request that air traffic control provide expedited taxi clearance to the terminal or dispatch the airport's emergency response medical staff to the airplane depending on the circumstances.

If the medical emergency occurs during flight, MedAire will assist in determining whether a flight diversion is necessary. If the pilot in command decides to divert the flight, an emergency may be declared. In that event, MedAire, the flight crew, and other parties will determine what other actions to take to provide emergency medical assistance. MedAire can also arrange for emergency transport to a medical facility capable of treating your condition if necessary.

We will not honor any "Do Not Resuscitate" order or any "Do Not Resuscitate" jewelry and your travel with us indicates your informed consent to be treated. However, if we are aware of any such order or jewelry, we will notify MedAire of its existence when seeking medical assistance.

### **RULE 3: RESERVATIONS AND TICKETING**

- A. VALIDITY OF RESERVATION.** A reservation for space on any of our flights is valid when the space is confirmed by Hawaiian or one of our reservations' agents and entered into our electronic reservations system. Upon payment of the applicable fare, you will be issued an electronic confirmation of your confirmed reserved space and a ticket number. Please note that a confirmation code or number is separate and distinct from a ticket number. You need both a

confirmed reserved space and Ticket to board our aircraft. A valid reservation may be cancelled by Hawaiian for any of the reasons set forth in Rule 4: Cancellation of Reservations.

**B. SURCHARGES FOR RESERVATIONS, TICKETING, AND CHANGES.**

- 1. Surcharges for Ticketing with Our Call Center or at Airport Ticket Counter.** You will pay a surcharge for ticketing and ticketing changes when made through Hawaiian's reservation call center or at one of our airport ticket counters. This surcharge is non-refundable and (i) is in addition to the fare price and any other applicable charges for ticketing, and (ii) is in addition to any change fees and fare differences for ticketing changes. The surcharge is applied at the time of ticketing and for each re-ticketing, on a per guest basis as follows:
  - a. Hawaiian reservations call center - \$25.00 for Domestic travel.
  - b. Hawaiian ticket counter - \$35.00 for Domestic travel.
- 2. Surcharges for Ticketing Changes Made by Us for Tickets Issued by Others.** We will charge you a surcharge for any requested ticket changes on our flights that you make to Tickets issued by any travel agencies, online travel agencies, or other airlines. Our reservations call center or airport ticket counters' agents will assess a per ticket handling surcharge of \$25.00, for each ticketing change, regardless of whether any portion(s) of the Ticket has been used. These ticket handling surcharges are in addition to any change fees and fare differences and are non-refundable.
- 3. Surcharge Exception.** No surcharge shall be added for any changes in ticketing due to overbooking, a change to a smaller aircraft, or a flight cancellation that prevents you from travel on your original flight.

**C. OVERBOOKING.** All of Hawaiian's flights are subject to overbooking which could result in our inability to provide you with your previously confirmed reserved space for a given flight. How we deal with an overbooking situation and your rights as a guest in the event you are denied boarding in that situation can be found in Rule 22: Denied Boarding and Compensation Due to Oversales.

**D. MISSING RESERVATIONS.** Once you obtain a valid Ticket that reflects confirmed reserved space for a specific flight and date from one of our authorized agents, your reservation is confirmed even if the record of that reservation is missing from our electronic reservations system, unless our records indicate that the reservation was cancelled after the Ticket was issued.

**E. FEE DETAILS.** For a list of change fees and other applicable fees, please see <https://www.hawaiianairlines.com/legal/list-of-all-fees> for details.

**RULE 4: CANCELLATION OF RESERVATIONS**

We may cancel your complete reservation for any of the following reasons, whether your reservation is confirmed or not, and whether you have completed any portion of travel covered under your reservation:

- A. FACTORS OUTSIDE OF OUR CONTROL.** We may cancel your reservation: (i) whenever necessary to comply with any Government Laws; (ii) upon any government request for emergency

transportation relating to national defense; and (iii) whenever necessary or advisable because of weather or other conditions beyond our control, including any Force Majeure Event.

- B. FAILURE TO TIMELY RECEIVE TICKET NUMBERS FOR ADVANCE PURCHASES.** Some ticket fares have an advance purchase requirement. We may cancel your reservation if we have not received your ticket number from any third-party travel agent by the advance purchase requirement date.
- C. YOUR FAILURE TO COMPLY WITH THIS CONTRACT OF CARRIAGE.** We may cancel your reservation due to your failure to comply with the rules of this Contract of Carriage including, but not limited to, your failure to pay for your Ticket or abide by the fare conditions relating to your Ticket.
- D. YOUR FAILURE TO BOARD YOUR FLIGHT.** We may cancel your reservation (whether or not confirmed) and seat assignments on any subsequent flight segments if (i) you fail to board any reserved flight operated or marketed by Hawaiian, or (ii) any other carrier cancels your reservation for failing to board its flight.
- E. YOUR FAILURE TO PURCHASE TICKETS, CHECK IN OR BE PRESENT AT THE GATE ON-TIME.** We may cancel your reservation and refuse your travel if you fail to check in or fail to meet any of the following deadlines:
  - 1. Deadline to Purchase Tickets.** We may cancel your reservations if you have not purchased your Tickets at least one hundred twenty (120) minutes prior to scheduled departure time.
  - 2. Deadline for Checking-In.** We may cancel your reservations and/or cancel any pre-reserved seating arrangements if you fail to check in and obtain a boarding pass (i) no less than forty-five (45) minutes prior to your scheduled departure time for travel between the State of Hawaii and the Continental USA., and (ii) no less than thirty (30) minutes prior to scheduled departure time for travel wholly within the State of Hawaii. We recommend that you check in well in advance of your flight due to lengthy TSA security screening checkpoint waiting times. Guest and baggage processing times may differ from airport to airport, and it is your responsibility to take that into consideration in scheduling enough time for you to meet our deadlines. If you are checking-in baggage, we recommend that you do so at least 3 hours prior to your scheduled departure time for travel to and from Pago Pago International Airport, 2.5 hours prior to your scheduled departure time for travel between the State of Hawaii and the Continental USA and ninety (90) minutes prior to your scheduled departure time for travel wholly within the State of Hawaii.

NOTE: We may refuse to accept any baggage for travel if it is not checked-in prior to the above check in deadlines, even if we allow you to check in.

- 3. Deadline for Being Present at the Boarding Gate.** We may cancel your reservation if you are not present at the boarding gate and available to board the aircraft at least thirty (30) minutes prior to the scheduled departure time of your reserved flight, whether or not you have checked in for your flight. Further, we reserve the right to close the aircraft doors ten (10) minutes prior to our scheduled departure time.

NOTE WE ARE NOT LIABLE TO YOU FOR ANY COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY CANCELLATION OF RESERVATIONS PURSUANT TO THIS RULE 4. FOR

ANY RIGHTS YOU MAY HAVE WITH RESPECT TO A CANCELLATION OF YOUR RESERVATIONS, PLEASE SEE RULE 21: FLIGHT DELAYS, CHANGES, CANCELLATIONS, AND AIRCRAFT CHANGES.

**RULE 5: TICKETS AND FLIGHT COUPONS**

- A. TICKET REQUIRED FOR TRAVEL.** You must present a valid Ticket for travel on our aircraft. Your Ticket entitles you only to transportation from the designated point of origin to the designated destination, via the designated route. Any Ticket that has not been validated, or which has been altered, mutilated, improperly issued, or written in pencil, will not be valid and will not be accepted for travel.
- B. TICKETS ARE NOT TRANSFERABLE.** You may not transfer your Ticket to any person. Notwithstanding the non-transferability of a Ticket, we are not liable to you for honoring or refunding your Ticket when presented by another person.
- C. RESPONSIBILITY FOR TICKET ACCURACY.** You are responsible for ensuring that any Ticket accurately reflects your full name and matches your valid identification. We will void any Ticket that is presented to us for travel by someone other than the guest named on the Ticket. Voided Tickets may not be used, are subject to confiscation, and will not be refunded.
- D. FLIGHT COUPONS.** Flight coupons will be honored only in the order in which they are issued for use on a trip. A “flight coupon” is a boarding document for travel on one segment only of a ticketed flight. Any flight coupon that has not been validated, or which has been altered, mutilated, improperly issued, or written in pencil will not be valid and shall not be accepted for travel.
- E. PROHIBITION ON ABUSE/MISUSE OF TICKETS AND FLIGHT COUPONS.** Use of flight coupons from two or more issued round-trip Tickets to circumvent any applicable fare rules (such as advance purchase or minimum stay requirement) is not permitted. Hawaiian and its authorized travel agents are prohibited from issuing such “back to back” Tickets under circumstances where there is an obvious intent to abuse and/or misuse the restricted round-trip fares. Thus, we may deny you transportation if you are found to be utilizing Tickets or flight coupons in this manner unless you remit to us the difference between the fare paid and the fare for the transportation you would have paid had you not violated this rule.
- F. VALIDITY OF TICKETS.**
  - 1 General Rule.** Tickets are generally valid for transportation for one year from the date of issuance of the original Ticket. After the expiration of the one-year period, the Ticket is void and has no value.
  - 2 Date Expressly Stated.** If a Ticket contains or is subject to an express date through which a Ticket is valid, then the Ticket shall remain valid only through that express date.
- G. TICKET CHANGES; TRAVEL CREDIT FOR UNUSED TICKETS.**
  - 1 General Rule.** Ticket changes are allowed only during the period of their validity. You will be charged any fare difference between the original fare and the fare applicable to the new

Ticket, in addition to any surcharges for ticket changes as provided for in Rule 3: Reservations and Ticketing.

- 2 Prevention of Use.** If you are prevented from using a valid Ticket or portion of a valid Ticket, due to overbooking, a change to a smaller aircraft, or a flight cancellation, and we are unable to accommodate you on another flight in a comparable class of service prior to the expiration of your Ticket, we will issue you a travel credit for the original amount of the unused Ticket or portion thereof, as applicable, or other amount required by Government Laws.
- 3 Illness, Physical Incapacity or Death.** If you are unable to commence or continue your travel prior to the expiration of your Ticket due to your illness or physical incapacity, or the illness, physical incapacity or death of a member of your Immediate Family, or an associate with whom you are traveling, we may, in our sole discretion, issue you a travel credit for the original amount of the unused Ticket or portion thereof, provided, however, that you present us with sufficient written proof of your illness or physical incapacity, or of the illness, physical incapacity or death of the affected family member or traveling associate. For any death, we will require a valid death certificate issued by the proper governmental authority.
- 4 Minimum Stay Requirements.** In the event during your travel, you are required to return to your point of origin as a result of any illness, physical incapacity or death as described in Section G(3) of this Rule, you will be allowed to return early based on space availability, without incurring any additional fees for not meeting any minimum stay requirements, provided, however, that you also provide us with the documentation required by Section G(3) of this Rule. In all cases, you will be subject to any fare differences  
  
NOTE: If, pursuant to Sections (G)(3) or (G)(4) of this Rule, you are unable to obtain the required written proof, or we have reason to doubt its validity, you may be denied any travel credit or travel extensions pending our receipt of that proof. You may also be charged for any travel changes or other fees that apply. Once adequate written proof is provided to us, we can process your claim for any refund equal to the difference between what you actually paid and the amount that you would have paid pursuant to Sections (G)(3) or (G)(4) of this Rule, had you provided us with timely written proof.
- 5 Void or Expired Tickets.** We do not allow changes to or issue travel credit on void or expired Tickets.

## **RULE 6: FARES**

### **A. GENERAL RULES.**

- 1.** Each fare for travel from a point of origin to a point of destination is specific to the described route, whether the fare applicable to the described route is higher or lower than the combination of fares that make up the described route.
- 2.** Fares apply only to transportation in the class of service and on the type of aircraft identified and are governed by this Contract of Carriage.

3. The flight number, departure time, and arrival time specified with any fare, refers to the flight bearing such flight number designation, departure time, and arrival time as set forth in our flight schedule, unless noted otherwise.
4. Fares apply only to air transportation between the airports named in connection with such fares that are served by us or by other carriers whom, or on whose behalf, such fares and charges are published.

**B. CHANGES IN FARES AND CHARGES.** If, for any Ticket (excluding any Tickets purchased as part of any travel package) either purchased (i) through Hawaiian's reservations department or (ii) through Hawaiian's web site HawaiianAirlines.com, we decrease the fare or any charges applicable to your Ticket after it has been issued, we will issue you a travel credit for future travel on Hawaiian in the amount equal to the difference in the fare and/or any applicable charges subject to the following terms and conditions:

1. The decrease in the fare and/or any applicable charges exceeds \$40.00;
2. You notify us of the decrease in the fare and/or any applicable charges prior to using any portion of your Ticket;
3. The original ticket was not purchased with a travel credit, e-certificate, award, or bulk coupon; and
4. At the time you provide notice to us of the decrease in the fare and/or any applicable charges, all conditions of the decreased fares and/or any applicable charges are met, including any booking code, seat availability, advance reservations, ticketing requirements, and other stated requirements.

NOTE: The decrease in fare and/or any applicable charges must be for the identical flight(s) as stated on the initial Ticket, including the same origin, destination, Stopover points, flight numbers and dates of travel. Further, no additional travel credit will be provided for any Ticket issued in exchange for your original Ticket.

#### **RULE 7: CHECK ACCEPTANCE**

We do not accept checks as payment for purchase, except in the case of certain group travel reservations when approved by us in advance. If we approve the acceptance of a personal check, it must include your imprinted name, mailing address and telephone number, and be made payable to "Hawaiian Airlines" for the exact amount of the purchase. You will also be required to present a valid driver's license with picture (or valid passport) as personal identification. We reserve the right to require that checks be approved by a third-party check approval system.

We will assess you a service charge of twenty dollars (\$20) on all returned checks. This service charge will be in addition to any applicable bank charges assessed against us.

## **RULE 8: GUESTS WITH DISABILITIES, BREATHING DEVICES AND PRE-PLANNED OXYGEN SERVICE**

### **A. GUESTS WITH DISABILITIES**

- 1. Acceptance of Carriage.** We will make every effort to accommodate any qualified individual with a disability and we will not refuse to transport you solely based upon your disability, except for valid safety and other reasons, or as required by Government Laws.
- 2. When Advance Notice Is Required.** In certain situations, we require that you notify our reservations department not later than forty-eight (48) hours prior to your flight, and that you check in at our ticket counter not later than one hour prior to the minimum check in time for your flight as set forth in Rule 4(E)(2). Following are some examples of situations that require this advance notice:
  - a. When you are traveling in a stretcher or with an incubator.
  - b. When you are bringing on board a respirator, ventilator, CPAP machine, or portable oxygen concentrator for use during your flight.
  - c. When you are traveling as part of a group with ten (10) or more guests with disabilities.
  - d. If hazardous materials packaging for your batteries or other assistive devices is required.
  - e. Transporting your Support Animal in the cabin.
  - f. Transporting your Service Animal in the cabin on any flight segment scheduled to take eight (8) hours or more.
  - g. Transporting your electric wheelchair on any aircraft operated by 'Ohana by Hawaiian.
  - h. If you have both a severe vision and hearing impairment.

NOTE: Stretcher service is only available between Pago Pago International Airport and Daniel K. Inouye International Airport and must be arranged in advance with LBJ Tropical Medical Center and Hawaiian.

- 3. Self-Assessment of Self Reliance.** We will accept your self-assessment indicating that you are self-reliant, and we will not make any assumptions regarding the extent of assistance that you may need to travel. However, we may still determine that a safety assistant is essential for your safety and required for travel as provided in Section (A)(4)(b) – (d) of this Rule 8.

If we determine against your self-assessment that a safety assistant is required to accompany you for travel, we will not charge you for that safety assistant. However, we are not required to find or provide the safety assistant. Thus, we may require you to do so in order to travel. We reserve the right to override your choice of safety assistant in our sole discretion to another person which may be one of our employees or another guest on the flight. If we do not ask you to choose a safety assistant and you require a specific person as your safety assistant, you will be charged the applicable adult fare for your safety assistant.

- 4. When A Safety Assistant Is Required.** We will require you to be accompanied by a safety assistant in the following circumstances:
- a. You are Traveling in a Stretcher or Incubator. We will require that you are accompanied by a safety assistant when you are traveling in a stretcher or incubator to attend to your in-flight medical needs and assist you in the event of an evacuation.
  - b. You have a Severe Mental Impairment. We will require that you are accompanied by a safety assistant because of a mental disability if you are unable to comprehend or respond appropriately to safety instructions, including the required safety briefing, from our in-flight personnel.
  - c. You have a Severe Physical Impairment. We will require that you are accompanied by a safety assistant because of a mobility impairment so severe that you would be unable to assist in your own evacuation from the aircraft.
  - d. You have Both a Severe Hearing and a Severe Vision Impairment. We will require that you are accompanied by a safety assistant because you have both a severe hearing impairment and a severe vision impairment if you are unable to establish some means of communication with our in-flight personnel that is sufficient to permit the transmission of the required safety briefing.
- 5. Services We Provide for Guests With Disabilities.** If you are a qualified individual with a disability then, upon your request, we will provide you with the following assistance:
- a. Assist you in moving from the terminal entrance (or a vehicle drop-off point adjacent to the entrance) through the airport to the gate for a departing flight, or from the gate to the terminal entrance (or a vehicle pick-up point adjacent to the entrance after an arriving flight).
  - b. Assist you with enplaning, deplaning, making your flight connections, and transportation between gates.
  - c. Assist you in moving to and from your seat, as part of the enplaning and/or deplaning processes.
  - d. Assist in your preparation for eating, such as opening any packages and identifying the food being served.
  - e. Assist you with the use of the on-board wheelchair to enable you to move to and from a lavatory.
  - f. Assist you in moving to and from the lavatory if you are semi-ambulatory and if it does not involve carrying you.
  - g. Assist you in loading and retrieving any of your carry-on baggage, mobility aids, and other assistive devices stowed onboard.
  - h. Escort you and your animal to the animal relief area if you have a Service Animal.

NOTE: CERTAIN EXTENSIVE INFLIGHT SERVICES WILL NOT BE PROVIDED. FOR EXAMPLE:

- a. We will not assist you in actual eating.

- b. We will not assist you with any elimination functions in the lavatory or at your seat.
- c. We will not provide any medical services to you.

**B. BREATHING DEVICES - PORTABLE OXYGEN CONCENTRATORS, POSITIVE AIRWAY PRESSURE DEVICES, RESPIRATORS AND VENTILATORS FOR USE ON AIRCRAFT.**

A portable oxygen concentrator (POC) is a device used to provide oxygen therapy to people that require greater oxygen concentrations than the levels of ambient air. A POC does not contain liquid oxygen.

NOTE: THERE IS A COMPLETE PROHIBITION AGAINST THE TRANSPORT OF ANY PERSONAL OXYGEN SYSTEMS (E.G. BOTTLES, TANKS, ETC.) THAT CONTAIN LIQUID OXYGEN IN THE CABIN OR AS CHECKED BAGGAGE ON-BOARD ANY OF OUR AIRCRAFT.

Positive airway pressure (PAP) devices are used to aid individuals with sleep apnea and include continuous positive airway pressure (CPAP) devices, automatic positive airway pressure (APAP) devices and variable positive airway pressure (VPAP/bilevel) devices.

Respirators and ventilators assist an individual with breathing in order to maintain proper levels of oxygen in the blood.

You may carry a POC, PAP, respirator or ventilator on-board for use on flights operated on Hawaiian and 'Ohana by Hawaiian if you meet all of the following requirements. Any POC, PAP, respirator or ventilator for your personal use will not be counted against your carry-on baggage and personal item allowance.

- 1. POC Must be FAA Approved.** Your POC must be approved by the Federal Aviation Administration ("FAA") and (i) have the manufacturer's label attached which includes the following statement in red lettering: "The manufacturer of this POC has determined that this device conforms to all applicable FAA acceptance criteria for POC carriage and use on board aircraft" or (ii) appear in the following list of approved POCs for use on aircraft.

- AirSep Focus
- AirSep Freestyle
- AirSep Freestyle 5
- AirSep Lifestyle
- Delphi RS-00400
- DeVilbiss Healthcare iGo
- Inogen One
- Inogen One G2
- Inogen One G3
- Inova Labs LifeChoice
- Inova Labs LifeChoice ActivOx
- International Biophysics LifeChoice

- Invacare Solo 2
- Invacare XPO2
- Oxlife Independence Oxygen Concentrator
- Oxus RS-00400
- Precision Medical EasyPulse
- Respireonics EverGo
- Respireonics SimplyGo
- SeQual Eclipse
- SeQual eQuinox Oxygen System (Model 4000)
- SeQual Oxywell Oxygen System (Model 4000)
- SeQual SAROS
- VBox Trooper Oxygen Concentrator

NOTE – Generally, no separate FAA certification is required for any PAP, respirator or ventilator. However, no PAP, respirator or ventilator may be used during taxi, takeoff or landing, unless (i) the FAA has approved the device for such use and (ii) you provide us with proof of that approval or certification.

- 2. Lithium Ion Battery Not to Exceed 160 WH.** Your POC, PAP, respirator or ventilator may not contain a lithium ion battery that exceeds 160-watt hours (160 WH).

NOTE: No more than two individually protected lithium ion batteries each exceeding 100-watt hours (100 WH), but not exceeding 160-watt hours (160 WH), may be carried per person as spare batteries in carry-on baggage only.

- 3. Notice and Check In Required.** You must (i) notify us of your plans to use a POC, PAP, respirator or ventilator at least 48 hours prior to the scheduled departure time of the first flight in your itinerary, and (ii) check in for that flight no later than one (1) hour prior to the minimum check in time for your flight.

NOTE: In some cases, you may be required to submit to a fit-to-fly evaluation at the airport and be cleared by MedAire before you will be allowed to travel.

- 4. Guest Requirements for POC, PAP, Respirator or Ventilator Use on Aircraft.** You agree, understand, and represent that:

- a. The POC, PAP, respirator or ventilator is your responsibility.
- b. We are not responsible for the physical condition or care of your device.
- c. We are not responsible for providing batteries, on board power, or any medical related equipment.
- d. You are prohibited from using outlets onboard the aircraft to power and/or charge any respiratory assistive device.

- e. You are capable of completing the flight safely without extraordinary medical assistance.
- f. For any POC, ventilator or respirator, you have ample charged batteries to power the POC, ventilator or respirator for 150% of the scheduled time duration of the flight to cover any unexpected delays, gate holds, diversions, or cancellations.

NOTE: This requirement is not applicable to PAPs.

- g. You are responsible to ensure that your device is in good working condition.
- h. If you are not using the device on-board the aircraft, (i) you comply with all rules relating to carry-on baggage as set forth in Rule 17: Carry-On Baggage, and (ii) you remove and package the batteries separately from the device unless it has at least two (2) effective protective features to prevent its accident operation.

**5. Inflight Restrictions on POC, PAP, Respirator or Ventilator Use on Aircraft.** If you will be using a POC, PAP, respirator or ventilator on-board our aircraft, you are subject to the following rules:

- a. You are prohibited from sitting in the bulkhead row, in any exit row, and in any seat that would block another guest from access to the aisle.
- b. During taxi, takeoff, and landing, the device must be properly stowed under the seat in front of you or in the overhead bin.
- c. If you require the use of a POC, PAP, respirator or ventilator during taxi, takeoff, or landing, we may further restrict where you may sit for safety purposes.
- d. Your device may not obstruct any guest's egress to the aisle and exits of the aircraft.
- e. You may use your device while moving about the cabin as long as the "Fasten Seat Belt" sign is not illuminated.
- f. Use of your device must not cause interference with the electrical, navigation, or communication equipment on our aircraft.
- g. You are prohibited from the use of any POC satellite conservator.

**RULE 9: WHEELCHAIRS AND OTHER ASSISTIVE DEVICES**

- A. GENERAL RULES.** We will accept your required wheelchair, or other assistive devices free of charge for transport when you are traveling, subject to limited exceptions as noted below. We will disassemble and reassemble your wheelchair or other assistive devices without charge as necessary to accommodate them for carriage. Required assistive devices do not count towards any limits on checked baggage or carry-on baggage.
- B. MANUALLY OPERATED WHEELCHAIRS - COLLAPSIBLE.** We provide storage for one guest's collapsible, manually operated wheelchair in the cabin of each jet aircraft. This service is available on a first-come, first-served basis, and has priority over carry-on baggage belonging to other customers who board at the same city, if you follow the pre-boarding procedure. Although in-cabin stowage space for wheelchairs cannot be pre-reserved, nor are we required to accept more than one wheelchair in the cabin, we will accept additional wheelchairs in the

cabin, provided they collapse to fit in an overhead bin or under a seat and there is space available for your wheelchair at the time you board the aircraft.

NOTE: On some of our aircraft, we use the seat-strapping method to stow a manual guest wheelchair. On those aircraft, we will ensure that there is space for two manual wheelchairs provided that the stowage of the second wheelchair will not cause us to deny boarding to any guests.

**C. MANUALLY OPERATED WHEELCHAIRS - NON-COLLAPSIBLE.** Non-collapsible manually operated wheelchairs may only be carried in the baggage compartment.

**D. BATTERY POWERED WHEELCHAIRS AND SCOOTERS.** Battery-powered wheelchairs and scooters may only be carried in the baggage compartment. These items may be checked in at the main ticket counter or at the departure gate, and are subject to the following conditions:

- 1. Wet-cell battery operated units.** Wet-cell batteries must be removed and placed in an appropriate box for travel. If you do not have an appropriate box and/or packing materials, we will provide them for you. The battery terminals must be protected from exposure and from short circuit.
- 2. Dry-cell and gel-cell battery operated units.** Dry-cell and gel-cell batteries may remain attached to the wheelchair only if:
  - a. battery cables are disconnected from the battery;
  - b. battery terminals are covered to prevent contact with anything that could cause a short circuit; and
  - c. batteries are securely attached to the wheelchair or scooter.

NOTE: Gel-cell batteries are permitted in the cabin for operation of acceptable life support equipment only.

**3. Lithium battery operated units.**

- a. Wheelchairs or scooters with removable lithium batteries of 300-watt hours (300 WH) or less will be accepted provided that batteries are removed and carried in the guest compartment of the aircraft as carry-on baggage.

NOTE: LITHIUM BATTERIES IN EXCESS OF 300-WATT HOURS (300 WH) ARE COMPLETELY PROHIBITED FOR TRANSPORT.

NOTE: A MAXIMUM OF ONE SPARE BATTERY NOT EXCEEDING 300 WH OR TWO SPARES NOT EXCEEDING 160 WH EACH MAY ALSO BE CARRIED.

- b. Wheelchairs or scooters with non-removable lithium batteries in excess of 100-watt hours (100 WH) are prohibited for transport.
- c. Wheelchairs or scooters with non-removable lithium batteries of 100-watt hours (100 WH) or less will be accepted only if (i) the battery cables are disconnected from the battery and (ii) the battery terminals are covered and to prevent contact with anything that could cause a short circuit.

#### **4. Maximum wheelchair dimensions**

To ensure your wheelchair can be safely stowed in an upright position within our aircraft cargo compartment, we are only able to accommodate items that meet the dimensions below. We recommend that you confirm your wheelchair dimension prior to arrival at the airport.

- For A330 and A321 aircraft, the maximum dimensions for a wheelchair on Hawaiian Airlines is 39 inches high by 64 inches wide (in either direction). These aircraft types operate our North America International routes. Please refer to the Boeing 717 aircraft dimension limits below if you have additional flights traveling between the Hawaiian Islands.
- For Boeing 717 aircraft, the maximum dimensions for a wheelchair on Hawaiian Airlines are 29 inches high by 32 inches wide (in either direction). This aircraft type operates our routes between the Hawaiian Islands

NOTE: To best assist you with the safe transportation of your battery-powered wheelchair, please consider notifying our Reservations team in advance and complete and bring to the airport with you a copy of, our Mobility Device Form, which can be found at [https://apps.hawaiianairlines.com/Resources/faq/pdf/HA\\_wheelchair\\_form.pdf](https://apps.hawaiianairlines.com/Resources/faq/pdf/HA_wheelchair_form.pdf),

**E.PROSTHETIC DEVICES.** Prosthetic devices necessary for your use, such as crutches, canes, and braces will be accepted without charge for transport (i) as carry-on baggage with you in the cabin of the aircraft, except because of safety or space limitations, or (ii) as checked baggage.

#### **RULE 10: SERVICE ANIMALS**

This Rule 10 only applies to Service Animals. A Service Animal means a dog individually trained to do work or perform tasks for the benefit of a guest who is a qualified individual with a disability. For the transport of pets, please see Rule 19: Acceptance of Dogs, Cats, and Birds for Travel of this Contract of Carriage. For cargo arrangements, please visit our cargo page at: [www.hawaiianaircargo.com](http://www.hawaiianaircargo.com), or call us at 1-877-HA-CARGO (422-2746).

We accept trained service animals, , as provided for under the Air Carrier Access Act (ACAA) and the relevant United States Department of Transportation (DOT) regulations, for travel without charge when they are accompanying a qualified individual with a disability upon the terms and conditions in this Rule 10.

**A. GENERAL CONDITIONS OF TRAVEL FOR SERVICE ANIMALS.** We know that Service Animals provide valuable services to our guests. If you are a qualified individual with a disability, we welcome your Service Animals for travel free of charge with you in the cabin of the aircraft. However, for the safety and security of everyone, and to meet our operational needs, this rule sets out the conditions, restrictions, and requirements of bringing your Service Animals on board our aircraft. We strongly recommend that you read and understand the provisions in this rule before traveling with any Service Animals so that you and your animal(s) are best prepared for your journey. Although we do not charge to transport your Service Animals as set forth below, we reserve the right to charge you for any repairs and/or cleaning costs to our aircraft beyond normal wear and tear associated with the transport of your animal.

- 1. Number of Service Animals.** In no event will we accept more than two (2) Service Animals per person that meet the requirements of this Rule 10. Additional Service Animals will be treated as pets in accordance with Rule 19: Acceptance of Dogs, Cats, and Birds for Travel.

- 2. Credible Verbal Assurances.** As part of our vetting process, we may ask you if the animal is required to accompany you because of a disability and what work or task the animal has been trained to perform.
- 3. Required Form.** For all Service Animals, we require you to complete and submit to us the Department's "U.S. Department of Transportation Service Animal Air Transportation Form" ("DOT Service Animal Form"). This form can be found on our website at <https://www.hawaiianairlines.com/ServiceAnimalForm>. For reservations made more than 48 hours in advance of travel, you must provide notice of your intent to travel with a Service Animal by submitting a hardcopy or electronic version of the DOT Service Animal Form to us not later than 48 hours prior to your first originally scheduled departure time. For reservations made 48 hours or less in advance of travel, you must complete the DOT Service Animal Form and submit a hardcopy of the form to our agent at your departure gate on the date of travel.
- 4. No Disruptive Behavior.** All Service Animals must remain harnessed, leashed, or otherwise tethered and under your control at all times. For the safety of everyone on board the aircraft, we reserve the right to deny transport of any Service Animal in the cabin of the aircraft in our sole discretion for disruptive behavior. Disruptive behavior shall include, among other things, running freely around an aircraft, boarding area, or airport, growling repeatedly at other people, biting, nipping at, or jumping on people (other than on the owner guest as trained for a health alert), or urinating or defecating in undesignated relief areas such as at the gate or in the cabin of the aircraft. An animal that engages in these types of disruptive behaviors has not been adequately trained to behave in public settings. An animal that engages in disruptive behavior will not be considered a Service Animal, regardless of other factors. As such, the animal would need to be transported as a pet in accordance with Rule 19: Acceptance of Dogs, Cats, and Birds for Travel.
- 5. Additional Documentation on Long Flights.** On any flight of eight (8) hours or more, you will be required to remit a completed version of the DOT's "U.S. Department of Transportation Service Animal Relief Attestation" ("DOT Animal Relief Form") as a condition of transportation. A copy of that form can be found on our website at <https://www.hawaiianairlines.com/ServiceAnimalReliefAttestation>. For reservations made more than 48 hours in advance of travel, you must provide a hardcopy or electronic version of the DOT Animal Relief Form to us not later than 48 hours prior to your first originally scheduled departure time. For reservations made 48 hours or less in advance of travel, you must complete the DOT Animal Relief Form and submit a hardcopy of the form to our agent at your departure gate on the date of travel.
- 6. Restricted Seating.** A qualified individual with a disability accompanied by one or more Service Animals will not be allowed to sit in (i) any exit row, (ii) any seat where an animal would obstruct an aisle, or (iii) any seat that must remain unobstructed to facilitate an emergency evacuation. No Service Animal may occupy an empty seat. All Service Animals are limited to your floor space and any floor space of an adjacent empty seat only, or your lap, provided that the animal is no larger than a lap child, as determined in our sole discretion.
- 7. Large, Heavy Animals.** If any Service Animal in our sole discretion is too large to fit safely in the floor space in front of you, we will try to accommodate you and your animal by relocating you to empty adjacent seats in the same class of service, provided that (i) space is available that does not otherwise obstruct emergency evacuation routes, and (ii) your

relocation will not cause a delay in the flight. If there are no adequate alternatives available for you to travel with your Service Animals in the same class of service as the seat you purchased, we will try to accommodate you and your animal in the same class of service on a later flight with more room, or offer to transport your animal(s) as checked baggage in the cargo hold of our aircraft.

8. **Assumption of Responsibility.** You assume full responsibility for the safety, well-being, and conduct of your Service Animals, including, but not limited to, the interaction of the animal with other guests who may encounter the animal while on board the aircraft. You agree to indemnify us for any losses associated with your Service Animals other than for any repair and cleaning costs solely related to normal wear and tear.
9. **Permits and Governmental Compliance.** You are responsible for compliance with all Government Laws, requirements and restrictions relating to your Service Animals, which includes, for example, obtaining entry permits and required health certificates of the state or territory from and/or to which the animal is being transported, and producing such documentation upon demand. You also agree to indemnify us for any costs and expenses we may incur because of your failure to comply with this paragraph.

NOTE: The State of Hawaii has strict laws regarding the import of animals. Some animals that may be allowed in other states may be restricted or prohibited in Hawaii. YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH STATE OF HAWAII REQUIREMENTS. You should contact the State of Hawaii Animal Industry Division – Animal Quarantine Branch at <http://hdoa.hawaii.gov/ai/aqs/animal-quarantine-information-page/> as soon as possible to make sure that your Service Animals meets their requirements for entry into the state. Because of all the necessary procedures, the process must generally begin months in advance of travel to Hawaii.

Dogs may be quarantined for up to 120 days upon arrival in the State of Hawaii unless they meet all the State's 5-Day-Or-Less program requirements, which include certain vaccinations, a blood test, and waiting periods. A health certificate stating that your Service Animal is fit for travel must be signed and dated by a licensed veterinarian within 14-days of your arrival in Hawaii and shown to one of our agents. A Neighbor Island Inspection Permit issued by the State of Hawaii Industry Division is also required if your Service Animal is traveling from North America direct to OGG, LIH, or KOA. If you do not have the required documents, your Service Animal will not be allowed to travel.

NOTE: We do not accept any Service Animals that are in training for transport under this rule.

- B. **SPECIALTY PURPOSE TRAINED DOGS.** We will accept dogs trained in explosives detection, drug and other searches, search and rescue, and other specific functions for travel without charge, provided that the following conditions are met:
  1. **Official Duty.** The dog and its handler are on official duty for the Military or a government agency, and the handler's credentials are current and verified as authentic.
  2. **Accompanied by Handler.** The dog is accompanied by its handler for the duration of the travel.
  3. **Harnessed or Leashed.** The dog is properly harnessed or leashed.
  4. **Proper Placement.** The dog can be accommodated in a non-exit row at the feet of the guest. The dog may not physically occupy a seat in the aircraft.

## **RULE 11: SCREENING OF GUESTS AND BAGGAGE**

You and/or your baggage are subject to security screening including, but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning, and use of electronic or other detectors, screening, or security devices, in the sole discretion of the government, the airport, or Hawaiian, and with or without your presence, consent, or knowledge. Neither Hawaiian, nor its employees or agents, is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury, or other harm relating to or arising out of any such security screening or as a result of your failure to submit to or comply with such security screening.

## **RULE 12: ACCEPTANCE OF CHILDREN AND INFANTS**

- A. GENERAL RULE.** Children ages 12 – 17 are accepted for travel unaccompanied. Children ages 5 through and including age 11 (ages 5 - 11) will be accepted for travel if accompanied by another guest who is at least 15 years of age and is travelling in the same cabin of service as the child. Children ages 5 - 11 not traveling with another guest who is at least 15 years of age and in the same cabin of service as the child are referred to as “Unaccompanied Minors” and are subject to special rules contained in this Rule 12. Infants are also subject to special rules contained in this Rule 12. The age of the infant or child in each case is determined at the date of the travel segment, and all fees and rules will apply accordingly.
- B. CHILDREN AGES 12 AND UP.** Children ages 12 - 17 can travel alone and are subject to the terms and conditions of this Contract of Carriage.
- C. CHILDREN AGES 5 – 11.**

NOTE: See Section (E) of this Rule 12 for allowable use of a child restraint seat or booster seat on aircraft.

- 1. Unaccompanied Minors.** Children ages 5 - 11 that travel alone or in the company of one or more other children ages 5 - 11 only are considered “Unaccompanied Minors.” Any child travelling as an Unaccompanied Minor must have reached his or her 5<sup>th</sup> birthday by the date of travel and will be subjected to the following:
- a. Fees.** The mandatory Unaccompanied Minor fee noted below is payable at the time of check in.
    - i. For Travel Within the State of Hawaii. In addition to the cost of the Ticket, there is a fee of \$35.00 per Unaccompanied Minor for each segment from the designated point of origin to the designated destination, via the designated route of a Ticket. The parent or guardian of the Unaccompanied Minor will also be required to complete and sign Hawaiian’s Form HA O20 – Request for Unaccompanied Minor form located at <https://apps.hawaiianairlines.com/Resources/FAQ/pdf/HA-Request-Unaccompanied-Minors.pdf>.
    - ii. For Travel between the Continental USA and Hawaii. In addition to the cost of the Ticket, there is a fee of \$100.00 per Unaccompanied Minor for travel between the State of Hawaii and the Continental USA (each way). Unaccompanied Minors will only be accepted on non-stop direct flights operated by Hawaiian. For any interisland connecting flights, the Unaccompanied Minor fees of Section

(C)(1)(a)(i) of this Rule 12 shall also apply. The parent or guardian of the Unaccompanied Minor will also be required to complete and sign Hawaiian's Form HA O20 – Request for Unaccompanied Minor form located at <https://apps.hawaiianairlines.com/Resources/FAQ/pdf/HA-Request-Unaccompanied-Minors.pdf>.

NOTE: We will accept up to two (2) Unaccompanied Minors belonging to the same Immediate Family for a single fee provided that the drop-off and pick-up information and contact details are identical.

- b. Documentation.** The parent, guardian, or responsible adult for the Unaccompanied Minor(s) must complete our required paperwork and documentation, furnish a valid and unexpired government-issued photo identification, and provide us with the name, phone number and address of (i) the parent, guardian, or responsible adult who will be meeting the Unaccompanied Minor at his/her destination and (ii) where possible, an alternate responsible adult authorized to pick up the Unaccompanied Minor at his/her destination.
- c. Prior to Flight.** A parent, guardian, or responsible adult must escort the Unaccompanied Minor to the gate for his/her departing flight and remain at the gate until the flight has departed. We will provide a gate pass to the parent, guardian, or responsible adult to accompany the Unaccompanied Minor to the gate of departure.
- d. Pick-up at Destination.** A parent, guardian, or responsible adult must be present and available at the destination to receive the Unaccompanied Minor at the baggage claim or other designated area immediately upon arrival. If requested and there is adequate staff on duty, we will provide a gate pass to the parent, guardian, or responsible adult to meet the Unaccompanied Minor at the arrival gate. The receiving parent, guardian, or responsible adult must be one of the contact people listed on the Unaccompanied Minor form submitted at the time of departure. We will not release any Unaccompanied Minor to a person not named on the form.
- e. Restrictions and Exceptions.**

  - i. We may refuse to accept an Unaccompanied Minor for travel or change the Unaccompanied Minor's flight schedule, including departure date, in our sole discretion when we believe there is any reasonable possibility that the flight upon which the Unaccompanied Minor holds a reservation could be diverted to another airport.
  - ii. We may refuse to accept an Unaccompanied Minor for travel or change the Unaccompanied Minor's flight schedule, including departure date, in our sole discretion if a flight is delayed and we believe that there is a reasonable possibility that the Unaccompanied Minor will not be able to make his/her connecting flight.
  - iii. We will not accept any Unaccompanied Minors for travel on any Hawaiian flight departing between the hours of 9:00 p.m. and 5:00 a.m. unless (i) travel is on a flight operating out of Honolulu, Hawaii, and (ii) the flight is the only flight to the Unaccompanied Minor's destination for the day.
  - iv. We will not accept any Unaccompanied Minors for travel on any flight connecting to any other flight when such other flight is the last flight of the day to the Unaccompanied Minor's destination.

- v. We will not accept Unaccompanied Minors where the connection time between flights is greater than two (2) hours or less than one (1) hour, except when there are no scheduled arrivals or departures that would allow for a connecting time within those parameters and we, in our sole discretion, determine to make an exception upon considering all the relevant information available to us.
  - vi. We will not accept Unaccompanied Minors when any connecting flight would require an overnight stay.
  - vii. We will not accept Unaccompanied Minors who are connecting to or connecting from any flight operated by any other air carrier other than 'Ohana by Hawaiian.
  - viii. We will not accept Unaccompanied Minors on any flight we operate that is ticketed by another carrier with a flight number other than that of Hawaiian's.
  - ix. We will not accept Unaccompanied Minors for travel in extra-comfort. Unaccompanied Minors may be ticketed in coach or first-class only upon payment of the appropriate fare in addition to the Unaccompanied Minor fees.
- f. Other.
- i. If we are unable to locate the person responsible for receiving the Unaccompanied Minor at the destination, you agree that we may contact the local police or government agency for assistance or to take custody of the Unaccompanied Minor.
  - ii. You agree to reimburse us for any costs and expenses we incur that result from the receiving parent, guardian, or responsible adult not being present at the baggage claim or other designated area immediately upon arrival of the Unaccompanied Minor at the destination airport.

**2. Accompanied Minors.** Children 11 years of age or younger are accepted for transportation between the Continental USA and the State of Hawaii or for travel wholly within the State of Hawaii on flights operated by Hawaiian only, when accompanied on the same flight(s) and in the same compartment by a guest at least 15 years of age. Please see Section D of this Rule 12 as it relates to children under the age of 2.

**D. INFANTS (LESS THAN 2 YEARS OLD) AND CHILDREN AGES 2 - 4.**

NOTE: Child safety seats or restraint systems are not permitted in the front cabin of the 787 aircraft. See Section (E) of this Rule 12 for allowable use of a child restraint seat or booster seat on aircraft.

**1. Infants (Children Less than 2 years old).** Children under the age of 2 are considered Infants. No infant under seven (7) days of age will be accepted for transportation without a signed physician's letter stating that the infant is approved for travel. An infant may be carried on the lap (lap infant) of a person 15 years of age or older (qualified person) for no additional fee, provided that only one infant is permitted as a lap infant per qualified person. You may purchase a seat for an infant at the then applicable adult fare. If a seat is purchased for an

infant, we recommend that the infant is placed in an approved infant safety seat during travel.

2. **Children 2 - 4.** Each child ages 2 - 4 must be ticketed at the then applicable adult fare, be accommodated individually in his/her own seat, and be accompanied by a ticketed guest at least 15 years of age.
3. **CARES Harness.** The FAA-approved CARES Child Aviation Restraint System harness is designed specifically for aviation use for children ages 1 and older who weigh between 22 and 44 pounds (10 - 20 kg). You may use a CARES harness for your child in the guest compartment of our aircraft only when a seat adjacent to you is available and/or ticketed for the infant or child and the CARES harness is properly secured to the aircraft seat.

**E. USE OF CHILD RESTRAINT SEAT OR BOOSTER SEAT ON AIRCRAFT.**

NOTE: Child safety seats or restraint systems are not permitted in the front cabin of the 787 aircraft. See Rule 17(C) for additional limitations on travelling with child restraint seats, booster seats and strollers in the cabin of our aircraft.

1. **Child Restraint Seat.** You may use a child restraint seat on the aircraft for your infant/child only upon the following conditions:
  - a. Hard-backed and Government Approved. The child restraint seat must be a hard-backed child safety seat that is approved by the Federal Aviation Administration or other government agency for use in an aircraft.
  - b. Adjacent Purchased/Ticketed Seat Available. You must have purchased and/or ticketed a seat adjacent to you for the infant/child's seat, which seats may not be in an exit row.
  - c. Properly Secured. The child restraint seat can be and is properly secured by the aircraft seat belt and the infant/child can be and is properly secured in the child restraint seat.

NOTE: We reserve the right to make changes to your seat assignments in our sole discretion to accommodate an FAA approved child restraint seat.

2. **Booster Seat.** You may use a booster seat on the aircraft for your child only upon the following conditions:
  - a. During Flight Only. You may use a booster seat for your child during the flight only between (i) the time when the airplane has reached its cruising altitude and the flight attendants have first announced your ability to move around the cabin and (ii) the time the flight attendants have announced that the aircraft is preparing for landing and that the seatbacks and tray tables must be in the upright and locked position.
  - b. Adjacent Seat Available. You must have purchased and/or ticketed a seat adjacent to you for the child using the booster seat, which seats may not be in an exit row
  - c. Properly Secured. The booster seat can be and is properly secured by the aircraft seat belt and the infant/child can be and is properly secured in the booster seat.
  - d. Stowage Space Available. The booster seat can be and is stowed beneath the seat or in an approved overhead compartment for all surface movement, during takeoff and landing, and at any other time other than for when its use is expressly allowed pursuant to Section (E)(2)(a) of this Rule 12.

### **RULE 13: REFUSAL TO TRANSPORT**

We may refuse to transport you and have the right to remove you from any aircraft at any point in our sole discretion for any of the following reasons:

- A. BREACH OF OUR CONTRACT OF CARRIAGE.** We may refuse to transport you and have the right to remove you from any aircraft for any failure to comply with the rules of our Contract of Carriage.
- B. TO COMPLY WITH GOVERNMENT REQUESTS OR REGULATIONS.** We may refuse to transport you and have the right to remove you from any aircraft whenever necessary or advisable to comply with any Government Law, or government request for emergency transportation relating to the United States Department of Defense or other government entity.
- C. FOR FORCE MAJEURE EVENTS AND OTHER UNFORESEEABLE CONDITIONS.** We may refuse to transport you and have the right to remove you from any aircraft whenever necessary or advisable due to weather or other conditions beyond our control. These may include, for example, acts of God, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D. REFUSAL TO ALLOW A SEARCH OF YOURSELF OR YOUR PROPERTY.** We may refuse to transport you and have the right to remove you from any aircraft if you refuse to allow any electronic screening or surveillance or other physical or non-physical search of you or your property.
- E. LACK OF, OR REFUSAL TO PROVIDE, PROOF OF IDENTITY.** We may refuse to transport you and have the right to remove you from any aircraft if you refuse our request to provide, or are unable to provide, personal identification that is satisfactory to us. We may also refuse to transport you if your proof of identification does not match the name on the Ticket. We have the right to require identification of persons purchasing Tickets and/or presenting Tickets to board an aircraft.
- F. FOR THE SAFETY AND COMFORT OF GUESTS AND CREW.** We may refuse to transport you and have the right to remove you from any aircraft if:
  - 1. Your conduct is disorderly, abusive, or violent.
  - 2. You are unable or unwilling to sit in your seat with the seatbelt fastened.
  - 3. You appear to be intoxicated or under the influence of drugs.
  - 4. You have any outstanding warrants for your arrest or you have a criminal history of violence, abuse, or abusive behaviors.
  - 5. You:
    - a. are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight;
    - b. appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the aircraft; or
    - c. refuse a screening for such communicable disease or condition.

NOTE: If you have, or appear to have symptoms of, a communicable disease or condition that could pose a direct threat to the health or safety of others on the aircraft, we will require a medical certificate signed by your physician and dated within ten (10) days of your scheduled departure date stating that the disease or infection would not, under present conditions, be communicable to other persons during your flight.

6. You fail to follow the instruction of our flight crew with respect to the manner or timing of use of any carry-on baggage in the cabin of the aircraft. Some common prohibitions include:
  - a. cell phone use during the flight;
  - b. computer, laptop, or tablet use during takeoff, turbulence, and landing;
  - c. personal air purifiers and powered air filtration systems used or charged onboard;
  - d. portable humidifiers used or charged onboard;
  - e. electronic smoking devices used or charged onboard;
  - f. respiratory assistive devices plugged into onboard power sources; and
  - g. any travel accessories which attach to aircraft seats, are inserted between the seats, or otherwise block access to seat rows or aisles. For example, this includes inflatable cubes, "bed boxes," "leg hammocks," and restrictive seat recline devices.
7. You have a mental condition causing you to be deranged, or you are an involuntarily committed patient of a mental health institution (each a "Mental Patient"). However, we will accept a Mental Patient under the following conditions:
  - a. We receive written assurance from an acceptable medical authority that the Mental Patient Guest can be transported safely with an escort.
  - b. There will only be one Mental Patient on a flight.
  - c. The flight is operated by Hawaiian or 'Ohana by Hawaiian.
  - d. The escort provides credible verbal assurances that:
    - i. the Mental Patient will be accompanied at all times;
    - ii. the escort has physical control over the Mental Patient;
    - iii. the Mental Patient does not possess or have access to any items that could be used as deadly or dangerous weapons; and
    - iv. the escort has adequate restraining devices if needed.
  - e. The escort agrees to comply with the following procedures and restrictions in the transport of the Mental Patient:
    - i. The Mental Patient will be boarded first, deplaned last, and will be seated in the rear-most available seats. The escort must be seated between the Mental Patient and the aisle.
    - ii. The escort must be able to control the Mental Patient at all times and the escort must ensure that the Mental Patient is not carrying any matches.

- iii. We will not provide any food, beverage, or utensils to the Mental Patient without the express authorization of the escort. We will not provide or serve, nor shall the escort or Mental Patient drink, any alcoholic beverages while on board the aircraft.
- 8. You have a foul or offensive body odor not attributable to a disability or illness.
- 9. You wear, or possess on or about you, any concealed or unconcealed deadly or dangerous weapons, provided, however, that we will carry law enforcement personnel who meet the qualification and conditions who meet the qualifications and conditions established in 49 C.F.R. §1544.219.
- 10. You are manacled or in the custody of law enforcement personnel.
- 11. You are an Escorted Guest and have resisted your escort in the past or are believed to be capable of resisting your escort.
- 12. You have misrepresented a medical or other condition currently or in the past, which would make you or have made you unacceptable for travel.
- 13. You are pregnant or have very recently given birth and do not meet the following requirements:
  - a. For travel wholly within the State of Hawaii. If within seven (7) days of your projected due date or within seven (7) days following your delivery date, you shall have provided a medical certificate to us from your obstetrician dated not more than three (3) days prior to your travel date stating that you are fit for travel.
  - b. For travel between the State of Hawaii and the Continental USA. If in your ninth month of pregnancy (i) you shall have been examined by your obstetrician within 48 hours of your departure date and (ii) you shall have provided us with a written certification from your obstetrician stating that you are medically fit to travel. If within seven (7) days following your delivery date, you shall have provided a medical certificate to us from your obstetrician dated not more than three (3) days prior to your travel date stating that you are fit for travel.

NOTE: IN ALL CASES, WE RESERVE THE RIGHT TO CONSULT WITH MEDAIRE AND DENY YOU TRAVEL UNLESS THEY PROVIDE A 'FITNESS TO TRAVEL' OPINION.

- 14. You do not meet Hawaiian's standards for dress and attire as follows:
  - a. Clothing must cover the upper part of the torso. Tank tops, tube tops, and halter tops are allowed.
  - b. Clothing must cover the lower part of the torso. Shorts are allowed. However, speedos and bikini bottoms are not allowed.
  - c. Footwear is required for safety reasons unless you are unable to do so because of a disability or physical condition that prevents you from wearing footwear.
  - d. In all cases, clothing must not be lewd, obscene, or patently offensive to others.
- G. **LIABILITY.** We are not liable for refusing to transport you or for removing you from any aircraft for any of the reasons provided in this Rule 13. However, we will refund you in accordance with Rule 24: Refunds in such cases upon your request.

NOTE: IF YOU ARE REFUSED TRAVEL OR REMOVED FROM ANY OF OUR AIRCRAFT FOR ANY REASON SET FORTH IN SECTION (A), (D), (E) OR (F) OF THIS RULE 13, WE MAY BAN YOU FROM ANY FUTURE TRAVEL ON HAWAIIAN IN OUR SOLE DISCRETION.

#### **RULE 14: NO-SMOKING POLICY**

You are prohibited from smoking (including the use of electronic simulated smoking materials, such as electronic cigarettes, pipes or cigars, and smokeless cigarettes) on any flights operated by Hawaiian.

Federal law also prohibits smoking in any airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory. Federal law provides for a penalty of up to \$2,000 for tampering with the smoke detector installed in any aircraft lavatory. You are also subject to FAA enforcement action and substantial monetary penalties for violation of this law and the related regulations, and we may ban you from all future travel on Hawaiian.

By purchasing a Ticket or accepting transportation on Hawaiian, you agree to comply with our no-smoking policy and applicable federal law. We reserve the right to seek reimbursement, and you agree to reimburse us, for any loss, damage, or expense we may incur because of your failure to abide by this Rule 14.

#### **RULE 15: CODESHARE FLIGHTS**

We have entered into codeshare arrangements with certain other air carriers (our “Codeshare Partners”) that allow us to offer you air transportation services on flights operated by these Codeshare Partners. You can identify a flight operated by one of our Codeshare Partners by its flight number. A flight operated by a Codeshare Partner will have a flight number that includes our two-letter airline designator code, “HA” followed by a 4 -digit flight number (a “Codeshare Flight”). We also identify each Codeshare Flight on our website during the booking process.

If you purchase a Ticket on a Codeshare Flight, you are subject to our Contract of Carriage with respect to ticketing and most general matters, regardless of the airline that operates the flight.

Each Codeshare Partner promulgates rules that apply to the operation of its own flights, and some of those rules may differ from our rules. For example, a Codeshare Partner may have rules governing check in requirements, carriage of animals, baggage, baggage liability, carriage of musical instruments, smoking, unaccompanied minors and/or denied boarding compensation that differ from our rules for flights that we operate. Those terms and conditions, which are found in the Codeshare Partner’s contract of carriage for that partners Codeshare Flights, are incorporated into our Contract of Carriage by reference. Thus, a Codeshare Partner’s contract of carriage applies to flight services and operations on Codeshare Flight, and its rules supersede our rules that would otherwise be applicable. If you are traveling on a Codeshare Flights, you should review the applicable conditions of carriage for that Codeshare Partner to ensure your familiarity and compliance with all its rules and terms.

We also enter codeshare relationships where other airlines place their codes on some flights that we operate. If you have purchased a Ticket on a flight operated by us but your Ticket includes another airline’s designator code in the flight number, your condition of carriage is with that airline, not us.

## **RULE 16: INTERLINE TRANSPORTATION**

NOTE: For Codeshare Flights, please see [Rule 15 Codeshare Flights](#).

In some cases, we may issue a Ticket, check baggage, or make other arrangements for transportation over the lines of another air carrier, which are not Codeshare Flights. We refer to these situations as interline arrangements performed by interline carriers. For interline arrangements, we act only as an agent for that other carrier, and we do not assume any responsibility for the acts or omissions of the other carrier. This includes, for example, any acts or omissions relating to flight status information, any travel delays, and any other situations that arise from their flight operations.

Transportation on any interline carrier is governed by that carrier's contract or conditions of carriage. WE SHALL NOT BE LIABLE FOR ANY DEATH OR INJURY TO ANY GUEST THAT OCCURS ON A FLIGHT THAT WE DO NOT OPERATE. If we operate any flight as part of another carrier's interline arrangement, then your transportation is governed by our Contract of Carriage, except in the following areas where the other carrier's rules may apply:

- A. Baggage acceptance, policies, and fees including, but not limited to, size, weight, and quantity, as well as acceptance of certain items, including musical instruments.
- B. Carriage of Unaccompanied Minors and/or guests under the age of 18.
- C. Carriage of pets in the cabin of the aircraft.
- D. Policies for carriage of pregnant guests.
- E. Changes, cancellations, and refunds.

For example, the DOT requires that baggage service charges for your entire itinerary are determined by the marketing carrier for the first segment of your itinerary. That carrier is the airline whose flight number is assigned to the first segment of your itinerary. If we are not that carrier, then different charges may apply. Baggage service charges are those in effect on the date of ticketing.

For more information, please see the contract of carriage or conditions of carriage of the relevant interline carrier.

## **RULE 17 CARRY-ON BAGGAGE**

- A. **GENERAL RULE.** You are limited to one (1) carry-on bag and one (1) personal item on any flights that we operate, except as stated otherwise in this [Contract of Carriage](#).

- 1. **Carry-on bag.** Your allotted carry-on bag must fit safely under the seat in front of you or in an approved overhead compartment and is subject to the following additional conditions:
    - a. not to exceed 9L x 14W x 22H or 45 linear inches (114 cm) (length + width + height)
    - b. limited to 25 pounds (11 kg).

NOTE: We reserve the right to stow any carry-on baggage in the cargo compartment of the aircraft when necessary based on aircraft type, size of storage units, and storage availability in our sole discretion.

- 2. **Personal Item:** Your allotted personal item must be small enough to fit safely under the seat in front of you. Personal items are generally such things as a purse, briefcase, laptop

computer, small backpack, or similar piece. In each case, it must fit safely under the seat in front of you.

## **B. EXCEPTIONS TO THE GENERAL RULE.**

- 1. Musical instrument.** One musical instrument may be taken onboard as your allotted one carry-on bag regardless of size if (i) it can be safely stowed in an approved carry-on stowage location and (ii) space is available upon boarding the aircraft.
- 2. Assistive Devices.** Any assistive device carried onboard the aircraft for use by that qualified individual with a disability is not subject to any size or quantity limitation provided (i) it can be safely stowed in an approved carry-on stowage location and (ii) space is available upon boarding the aircraft.
- 3. Ancillary Items.** We will allow you to carry onboard the following ancillary items in addition to your allotted carry-on baggage at no extra charge, subject to any safety restrictions and space availability:
  - a. a handbag or pocketbook;
  - b. an overcoat, jacket or wrap;
  - c. a small foot rug;
  - d. an umbrella or walking stick;
  - e. a camera and/or a pair of binoculars;
  - f. a reasonable amount of reading matter for the flight; and
  - g. food (includes baby food) for consumption on the flight.

## **C. OTHER ITEMS.**

### **1. Child Restraint Seats and Booster Seats.**

- a. Generally Counts as Carry-on Bag. A child restraint seat or booster seat may be taken onboard the aircraft, shall count against your allotted carry-on baggage allowance, and is subject to any space and storage limitations of the aircraft, provided, however, that a child restraint seat that (i) meets the requirements of Rule 12(E)(1) and (ii) is used for the duration of the flight, shall not count against your allotted carry-on baggage allowance.
- b. Use on Aircraft. See Rule 12(E) for conditions and restrictions on the use of a child restraint seats and booster seats on our aircraft.

### **2. Strollers.**

- a. Traveling with Child Using Stroller. We will allow you to carry a stroller onboard the aircraft without counting against your allotted carry-on baggage allowance if:
  - i. you are traveling with a child using the stroller; and
  - ii. there is room on the aircraft for the stroller to be stowed safely beneath the seat in front of you or in and overhead compartment.

If your stroller cannot be accommodated on the cabin of our aircraft, we will accept it for travel in the baggage compartment as a gate checked item. Upon arrival, we will return your stroller to you at the arrival gate.

- b. Stroller Only. If you are not traveling with a child using the stroller, we will allow you to carry a stroller onboard the aircraft in lieu of one of your carry-on items if there is room on the aircraft for the stroller to be stowed safely beneath the seat in front of you or in an overhead compartment.

If your stroller cannot be accommodated in the cabin of our aircraft, we will accept it for travel in the baggage compartment as a gate checked item to your final destination, where you may retrieve it at the baggage claim area.

- 3. **Wagons, Carts, and Similar Items.** Wagons, carts, and other similar items that do not meet the requirements of Rule 17A above will not be accepted for travel in the cabin of our aircraft. You must check these items to your final destination as baggage at one of our kiosks or ticket counters in the airport lobby and pay any applicable baggage fees. See Rule 18: Checked Baggage.
- 4. **Dry Ice as Carry-On Baggage.** The total amount of dry ice that may be carried per guest is 5.5 pounds (2.5 kg), whether as carry-on baggage or checked baggage. You may carry up to 5.5 pounds (2.5 kg) of dry ice in your carry-on baggage when used to refrigerate perishables subject to the following conditions:
  - a. you identify the package to one of our representatives upon your initial check in;
  - b. you clearly mark or label the package “Dry Ice” or “Carbon Dioxide Solid” and include the weight of the dry ice; and
  - c. the package the dry ice is contained in allows for the release of gas pressure during transport.
- 5. **Other Items Not Addressed Above.** There may be an occasion where you would like to carry onboard an item that would otherwise be acceptable for travel, except for it being too fragile or bulky to be placed in an overhead bin or under the seat in front of you. In that case, we may allow you to carry the item onboard and secure it in the seat next to you (a “seated item”) upon the following terms and conditions:
  - a. Bulkhead Seats Must be Available. For safety reasons, any seated item must be carried in a bulkhead seat. Thus, there must be two adjoining bulkhead seats available – one for you and one for your seated item.
  - b. Seat Purchase Required. You must pay for the extra seat for your seated item. We will charge you 100% of the then applicable adult fare. As a result, you will be entitled to same amenities for that additional purchased seat you are with respect to your own seat. This includes any meals, mileage credit, and baggage allowances applicable to the fare and itinerary. However, for mileage credit to be credited to your account for the extra seat, you must contact the HawaiianMiles department after travel is completed.
  - c. Properly Secured. You must be able to properly secure your seated item in the aircraft seat next to you.

NOTE: We are not liable for any damages to any seated items.

- D. **RESTRICTED ITEMS.** See Rule 18(F) for a list of restricted items that apply to both carry-on baggage and checked baggage and any related exceptions.
- E. **FIREARMS AND LAW ENFORCEMENT OFFICERS OR DIPLOMATIC COURIERS.** We may allow certain authorized persons e.g., a law enforcement officer or diplomatic courier, to be permitted

to retain custody of his/her firearm or taser/electroshock weapon, and any ammunition upon duly identifying himself/herself to one of our agents at the time of check in.

#### **RULE 18: CHECKED BAGGAGE**

You may check baggage for carriage in the cargo compartment of the aircraft, subject to the provisions of this Rule 18.

NOTE: SEE SECTION (F) OF THIS RULE 18 FOR RESTRICTED ITEMS AND ANY EXCEPTIONS.

NOTE: A PORTION OF TRAVEL FOR SOME ITINERARIES THAT WE MARKET MAY BE OPERATED BY EMPIRE AIRLINES DBA 'OHANA BY HAWAIIAN. ALL OF THE PROVISIONS OF THIS RULE 18 APPLY TO FLIGHTS OPERATED BY 'OHANA BY HAWAIIAN, EXCEPT AS OTHERWISE STATED HEREIN.

**A. GENERAL CONDITIONS OF ACCEPTANCE.** Acceptance of your baggage is subject to the following general conditions:

- 1. Valid Ticket.** You must present a valid Ticket for transportation on Hawaiian or 'Ohana by Hawaiian, or on Hawaiian or 'Ohana by Hawaiian and one or more other carriers with which Hawaiian has an interline transportation or codeshare agreement.
- 2. Same Flight.** Your baggage must be scheduled for transport on your flight. We may refuse to accept your baggage for transport on any flight other than the one you are scheduled on.
- 3. Name and Phone Number Required.** Your name and contact phone number must appear on each piece of checked baggage. If you do not have an identification label, we will provide one to you free of charge.
- 4. Size and Weight Limits.** Your checked bag must not exceed an Outside Linear Dimension of 62 inches (157 cm) or a maximum weight of 50 pounds (22.5 kg). However, we may accept larger or heavier baggage, upon the payment of additional overweight or oversize baggage fees as stated elsewhere in this rule.
- 5. Inspection.** Your baggage must be available for inspection by Hawaiian and/or any authorized government agencies with or without your consent or knowledge. At any time we may remove, or refuse to transport, any baggage that you refuse to submit for inspection.
- 6. Suitable for Transportation.** Your baggage must be suitable for travel in our sole discretion. We will not accept any baggage that:
  - a.** is prohibited by any Government Law;
  - b.** cannot be carried safely in the baggage compartment of the aircraft;
  - c.** might cause injury or damage, or pose a safety risk to Hawaiian, its employees, its guests, any aircraft or other equipment, or baggage, because of its packaging, nature, contents, or characteristics (e.g. sharp objects, paints, corrosives or other hazardous materials, baggage secured by "bungee" type cords, or items with foul or offensive or odors such as durian fruit and fermented fish sauces); or
  - d.** is not suitable or adequately packaged to withstand ordinary handling, unless the guest executes a release form.

**7. Valid Destination.** Your baggage must be checked through to a valid destination. Baggage will not be checked:

- a. To a point that is not on your ticketed routing.
- b. Beyond your next point of Stopover or if there is no Stopover beyond the final destination designated on your Ticket.
- c. Beyond a point at which you want to reclaim the baggage or any portion of your baggage.
- d. Beyond the point to which you have paid all applicable charges.
- e. Beyond a point at which you transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which you are scheduled to arrive.

**B. BAGGAGE FEES.** Baggage in excess of the free carry-on baggage allowance set forth in Rule 17: Carry-On Baggage and any other baggage not subject to a fee exclusion under any Hawaiian sponsored baggage program, will be accepted for transportation (subject to the provisions of this Rule 18) only upon payment of the applicable checked baggage fees. For the avoidance of doubt, if you are allowed two free bags and are transporting a third bag, you would pay the fee associated with that third bag. Baggage fees are assessed based upon the destination to which your baggage is checked. If any checked baggage falls into more than one charge category, then each separate fee is charged for each category (e.g., if a checked bag is overweight, then both the fee for a Standard Bag and the additional fees for overweight baggage will apply), unless stated otherwise in this rule. We will not charge any checked baggage fees for your wheelchair, mobility aids, or assistive devices that are subject to 14 CFR 382.

**1. Fees for Standard Baggage.** A Standard Bag is a checked bag up to 50 pounds (22.5 kg) in weight with an Outside Linear Dimension that does not exceeds 62 inches (157 cm) and that meets the general conditions of acceptance in Section (A) of this Rule 18. The following fees will be charged for Standard Bags.

a. For travel between points within the State of Hawaii:

Checked Standard Bag	Per Piece Charge (Each way)
First	\$25.00
Second	\$35.00
Third and each additional	\$50.00

- b. For all Domestic travel that is not wholly within the State of Hawaii:

Checked Standard Bag	Per Piece Charge (Each way)
First	\$30.00
Second	\$40.00
Third and each additional	\$100.00

2. **Additional Fees for Overweight Baggage.** When a bag exceeds 50 pounds (22.5 kg), it will incur an additional overweight charge as follows, which is in addition to the Standard Bag fee and any oversize fees.

- a. Baggage weight is 51-70 pounds (23 – 31.5 kg):

- i. Between points within the State of Hawaii, the additional overweight baggage fee is \$35.00 per overweight piece.
- ii. For Domestic travel that is not wholly within the State of Hawaii, the additional overweight baggage fee is \$50.00 per overweight piece.

- b. Baggage weight is 71-100 pounds (32 – 45 kg):

- i. Between points within the State of Hawaii, the total additional overweight baggage fee is \$70.00 per overweight piece.
- ii. For Domestic travel that is not wholly within the State of Hawaii, the total additional overweight baggage fee is \$200.00 per overweight piece.
- iii. Baggage in excess of 100 pounds (45 kg) is not be accepted, except as expressly provided elsewhere in this Rule 18.

3. **Additional Fees for Oversize Baggage.** When a bag exceeds an Outside Linear Dimension of 62 inches (157 cm), it will incur an additional oversize charge as follows, which is in addition to the Standard Bag fee and any overweight fees.

- a. Baggage with an Outside Linear Dimension greater than 62 inches (157 cm), but not exceeding an Outside Linear Dimension of 80 inches (203 cm):

- i. Between points within the State of Hawaii, the additional oversize baggage fee is \$35.00 per oversized piece.
- ii. For Domestic travel that is not wholly within the State of Hawaii, the additional oversize baggage fee is \$100.00 for each oversized piece.

- b. Baggage in excess of the stated dimensions above will not be accepted, except as expressly provided elsewhere in this Rule 18.

NOTE: IN ALL CASES, NO BAGGAGE WITH (I) AN OUTSIDE LINEAR DIMENSION GREATER THAN 72 INCHES (182 CM) OR (II) A WIDTH GREATER THAN 30 INCHES (72 CM) WILL BE ACCEPTED FOR TRANSPORTATION AS BAGGAGE ON FLIGHTS OPERATED BY 'OHANA BY HAWAIIAN.

4. **Separate Bag Fees for Rechecking Bags Following Any Stopover.** When you book a flight containing a Stopover (the connecting time between two flights on a ticket is longer than

four hours), you will be required to reclaim your baggage at the Stopover point. If following the Stopover, you recheck your baggage, you will be required to pay the applicable baggage fees for that flight.

**C. DELIVERY AND RECEIPT OF BAGGAGE.**

- 1. Delivery.** We will deliver your bag to the baggage claim area at the airport indicated on the Baggage Check Tag.
- 2. Receipt.** Receipt of baggage by a holder of the Baggage Check Tag without written complaint at the time of delivery is presumptive evidence that the checked baggage and its contents have been delivered to you in good condition and in compliance with this Contract of Carriage.

**D. SPECIAL ITEMS.** (In alphabetical order). All the above provisions remain applicable to the following special items unless stated otherwise. We will accept the special items listed below upon the terms and conditions provided for each special item. See Rule 20(B)(1)(k) for checked baggage items that are excluded from liability.

- 1. Ammunition.** Ammunition will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18 and the following terms and conditions. You must declare all ammunition in advance of travel. Government Laws at your origin of travel, any intermediate destination(s), and your final destination may also apply and may impose further requirements or restrictions on your transport of ammunition. If the transport of ammunition is not in compliance with or is prohibited by Government Laws, it may be denied acceptance or confiscated, and you may also be subject to criminal and/or civil liability. You agree to indemnify Hawaiian for any costs and expenses Hawaiian incurs because of your non-compliance with this Rule 18 or any Government Laws relating to your transport of Ammunition. All ammunition must be transported as checked baggage and carried in the baggage compartment of the aircraft, except for ammunition carried by authorized persons in accordance with Rule 17(E).

**a. Conditions of acceptance**

- i. You are limited to a maximum of 11 pounds (5 kg) of ammunition. No more than one guest's ammunition may be contained in a single bag.
- ii. All ammunition must be packed in the manufacturer's original packaging or securely packed in a fiber, wood or metal container suitable for travel. Furthermore, the ammunition inside the container must be protected against shock and secured against movement.
- iii. All ammunition must be packed separate and apart from any firearm unless the firearm's case has a designated storage space for ammunition that secures it and protects it from shock and movement.

**b. Prohibitions**

- i. Loose or "bulk" packaging of ammunition in bags, boxes, or containers is prohibited.
- ii. Ammunition with explosive or incendiary projectiles is prohibited.

- iii. Ammunition may not be transported in clips or magazines. This requirement does not apply to law enforcement personnel with proper documentation and US Military personnel on official orders with proper documentation.

NOTE: Advance arrangements must be made for any Military unit movement involving the transport of ammunition.

2. **Animals (Live).** See Rule 10: Service Animals and Support Animals and Rule 19: Acceptance of Dogs, Cats, and Birds for Travel.
3. **Antlers.** Antlers will be accepted as checked baggage only if:
  - The size of the aircraft and load conditions allow them
  - The antlers are packed in a cooler or protective case and any skulls must be wrapped to protect antler tips
  - The antlers are free of blood, flesh, or residue
  - The linear dimensions (total length + width + height) for the antlers do not exceed 120 linear inches
  - The customer signs a liability release form
4. **Archery Equipment.** Archery equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.
5. **Baseball Equipment.** Baseball equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.
6. **Bicycles.** We will accept non-motorized touring or racing bicycles with single seats and bicycles with tandem seats upon the following terms and conditions.
  - a. Conditions of Acceptance. The following conditions of acceptance apply to bicycles.
    - i. Total weight of the bicycle (including its case) must not exceed 100 pounds (45 kg).
    - ii. Handlebars must be turned side-ways and protruding pedals must be removed unless enclosed in plastic foam or other protective materials.
    - iii. Bicycles and any bicycle accessories should be enclosed in a cardboard bike box or hard-sided case, unless qualifying as a Standard Bag.
    - iv. Any sealed box, hard-sided, or soft-sided case, containing a bicycle, and/or bicycle accessories, that has an Outside Linear Dimension greater than 62 inches (157 cm) and less than 115 inches (292 cm), is referred to as a "Bicycle Case."
    - v. A liability release form must be signed upon checking in a Bicycle Case
    - vi. Acceptance of a Bicycle Case is subject to space availability and may be further conditioned upon aircraft size and load conditions.
    - vii. We are not responsible for the ground delivery of any Bicycle Case not accommodated on the flight for which it was accepted as checked baggage.

NOTE: No Bicycle Case exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

- b. **Bicycle Case Charges.** You will be charged a fee for each Bicycle Case, which is in lieu of the Standard Bag fee, as follows:
  - i. For ticketed travel between points within the State of Hawaii: \$35.00.
  - ii. For ticketed travel between the State of Hawaii and any point not within the State of Hawaii: \$100.00.

NOTE: The Bicycle Case fee is payable regardless of whether or not you would have incurred a Standard Bag fee.

NOTE: Any checked baggage containing a bicycle and/or bicycle parts that qualifies as a Standard Bag is only subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.

- c. **Bicycle Case Charges– Excess Weight.** You will be charged a total per Bicycle Case fee, which is in lieu of any other Bicycle Case charges, if your Bicycle Case exceeds 50 pounds (22.5 kg) as follows:
  - i. If your Bicycle Case weight is 51 – 70 pounds (23 – 31.5 kg), you will be charged a fee as follows:
    - a. Between points within the State of Hawaii: \$60.00.
    - b. Between any other points within the USA not wholly within Hawaii: \$150.00.
  - ii. If your Bicycle Case weight is 71 - 100 pounds (32 – 45 kg), you will be charged a fee as follows:
    - a. Between points within the State of Hawaii: \$120.00.
    - b. Between any other points within the USA not wholly within Hawaii: \$250.00.

- 7. **Boogie Boards and Skim Boards.** Boogie boards and skim boards will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.
- 8. **Bowling Equipment.** Bowling equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.
- 9. **Canoe Paddles.** Canoe paddles will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.
- 10. **Child Restraint Seats, Booster Seats, and Strollers.** Child restraint seats, booster seats, and strollers will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18. However, for each child traveling with you that uses a child restraint seat, booster seat, and/or stroller, we will allow you to check in one of each such items the child uses, free of charge.
- 11. **Dry Ice as Checked Baggage.** The total amount of dry ice that may be carried per guest is 5.5 pounds (2.5 kg), whether as carry-on baggage or checked baggage. You may carry up to 5.5 pounds (2.5 kg) of dry ice in checked baggage when used to refrigerate perishables

subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18, and the following conditions:

- a. you must identify the package to one of our representatives upon your initial check in;
- b. you clearly mark or label the package “Dry Ice” or “Carbon Dioxide Solid” and include the weight of the dry ice; and
- c. the package the dry ice is contained in must allow for the release of gas pressure during transport.

**12. Firearms.** Firearms will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18, and the following terms and conditions. Please note that regulations at your origin of travel, any intermediate destination(s) and your final destination may also apply and may impose further requirements or restrictions on your transport of any firearm. If your firearm is not in compliance with or is prohibited by Government Laws, it may be confiscated or denied acceptance and you may also be subject to criminal and/or civil liability. All references to “firearms” in this Contract of Carriage include firearm parts.

- a. You must declare all firearms in advance of travel.
- b. You must remove all magazines and clips from all firearms.
- c. All magazines and clips must be empty. See Rule 18(D)(1)(b)(iii) for an exception for certain law enforcement and Military personnel.
- d. You agree to indemnify Hawaiian for any costs and expenses Hawaiian incurs because of your non-compliance with this Section (D)(11) or any Government Laws relating to the transport of your firearm.
- e. Firearms must be unloaded and packed in a commercial hard-sided case manufactured specifically for the type of firearm.
- f. The container must be locked with a key or lock combination which should remain in your possession to prevent unauthorized access to the firearm.

NOTE: ALL FIREARMS MUST BE CHECKED-IN AS BAGGAGE AND TRANSPORTED IN THE BAGGAGE COMPARTMENT OF THE AIRCRAFT, EXCEPT AS MAY BE CARRIED BY AUTHORIZED PERSONS IN ACCORDANCE WITH RULE 17(E).

NOTE: ADVANCE ARRANGEMENTS MUST BE MADE FOR ANY MILITARY UNIT MOVEMENT INVOLVING THE TRANSPORT OF FIREARMS.

**13. Fishing Equipment.** Fishing equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18. We will accept fishing poles up to 115 inches (292 cm) in length on any Hawaiian operated flight as a Standard Bag, subject to any overweight baggage fees, provided they are contained in a PVC, cardboard, or hardcovered case.

NOTE: No fishing poles exceeding 72 inches (182 cm) in length will be accepted on a flight operated by ‘Ohana by Hawaiian.

**14. Football Equipment.** Football equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.

**15. Golfing Equipment.** Golf equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18, and the following terms and conditions:

- a. We are not liable for, and you will be required to sign a liability release form at the time of check in for, any golfing equipment not contained in a hard-shell case.
- b. We will waive the oversize baggage fees of Section (B)(3) of this Rule 18 for a golf bag or hard-shell case that exceeds an Outside Linear Dimension of 62 inches (157 cm). However, any golf bag or hard-shell case with an Outside Linear Dimension of more than 115 inches (292 cm) is not allowed.

NOTE: No golf bag or hard-shell case exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

**16. Hockey/Lacrosse Equipment.** Hockey/Lacrosse equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18, and the following terms and conditions:

- a. We are not liable for, and you will be required to sign a liability release form at the time of check in for, any hockey/lacrosse equipment not packaged in a rigid and/or hard-shell container specifically designed for shipping.
- b. We will accept any hockey/lacrosse equipment baggage item that includes at least one hockey or lacrosse stick as a Standard Bag provided that the Outside Linear Dimension is not more than 115 inches (292 cm), subject to any overweight baggage fees.

NOTE: No hockey/lacrosse equipment exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

**17. Musical Instruments.** Musical instruments qualifying as a Standard Bag as set forth in Section (B)(1) of this Rule 18 will be accepted accordingly, provided you also meet the conditions of Sections (D)(16)(d) – (f) below of this Rule 18. For musical instruments not qualifying as a Standard Bag, the following terms and conditions apply.

NOTE: Any (i) separately packaged items and each additional musical instrument and (ii) any other item included with your musical instrument causing your musical instrument to exceed the standard baggage size or weight requirements, will be treated as separate items and will be subject to any applicable baggage fees.

- a. The Outside Linear Dimension of the musical instrument (including the case) does not exceed 150 inches (381 cm) or the applicable size restrictions for the aircraft.
- b. The weight of the musical instrument (including the case) does not exceed the lesser of (i) 165 pounds (74.5 kg) or (ii) the applicable weight restrictions for the aircraft.
- c. Your musical instrument may be subject to a visual inspection for any pre-existing damage.
- d. Your musical instrument must be adequately and suitably packed in a bag or other container to protect it from damage.
- e. For all string instruments, the strings must be loosened prior to transport.

- f. Your additional baggage charges on musical instruments not qualifying as a Standard Bag are as follows:
  - i. Musical instrument is 51-70 pounds (23 – 31.5 kg):
    - a. Between points within the State of Hawaii, the additional overweight baggage fee is \$35.00 per overweight piece.
    - b. For Domestic travel that is not wholly within the State of Hawaii, the additional overweight baggage fee is \$50.00 per overweight piece.
  - ii. Musical instrument is 71-165 pounds (32 – 74.5 kg):
    - a. Between points within the State of Hawaii, the excess additional overweight baggage fee is \$70.00 per overweight piece.
    - b. For Domestic travel that is not wholly within the State of Hawaii, the total additional overweight baggage fee is \$200.00 per overweight piece.
  - iii. Musical instrument with an Outside Linear Dimension greater than 62 inches (157 cm), but not exceeding an Outside Linear Dimension of 150 inches (381 cm):
    - a. Between points within the State of Hawaii, the additional oversize baggage fee is \$35.00 per oversized piece.
    - b. For Domestic travel that is not wholly within the State of Hawaii, the additional oversize baggage fee is \$100.00 for each oversized piece.

**18. Paintball and Airsoft Guns.** Paintball and airsoft guns will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) above of this Rule 18 and the following terms and conditions. Please note that regulations at your origin of travel, any intermediate destination(s), and your final destination may also apply and may impose further requirements or restrictions on your transport of any paintball or airsoft guns. If your paintball or airsoft gun is not in compliance with or is prohibited by Government Laws, it may be denied acceptance, or confiscated, and you may also be subject to criminal and/or civil liability.

- a. You must declare all paintball and airsoft guns and parts in advance of travel.
- b. You agree to indemnify Hawaiian for any costs and expenses Hawaiian incurs because of your non-compliance with this Section (D)(17) or any Government Laws relating to the transport of any paintball and airsoft guns.
- c. CO2 or other gas tank must be removed and must be empty.
- d. Barrel and hopper must be removed.
- e. Hopper or magazine, as applicable must be empty.
- f. Paintball or airsoft gun must be placed inside a case suitable for travel.

**19. Scuba Diving Equipment.** Scuba diving equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18 and the following terms and conditions:

- a. You must notify and make available for inspection by Hawaiian personnel any tanks you intend to check through as baggage.
- b. The regulator valve must be completely disconnected from any tank and the tank must be open and not sealed (i.e. has an open end) that allows for a visual inspection of the empty tank. No sealed tank or any tank with an attached regulator will be permitted, regardless of any pressure gauge reading.

**20. Skateboards.** Skateboards will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.

**21. Skiing Equipment.** Skiing equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18, and the following terms and conditions:

- a. We are not liable for, and you will be required to sign a liability release form at the time of check in for, any skiing equipment not packaged in a rigid and/or hard-shell container specifically designed for shipping.
- b. We will accept any skiing equipment baggage item that includes a pair of skis as a Standard Bag provided that the Outside Linear Dimension is not more than 115 inches (292 cm), subject to any overweight baggage fees.

NOTE: No skiing equipment exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

**22. Snowboard Equipment.** Snowboard equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18. For any Snowboard that exceeding 72 inches (182 cm) in length, Section (D)(22) below of this Rule 18 applies.

**23. Surfboards, Kiteboards, Paddleboards, and Wakeboards.** We will accept surfboards, kiteboards, paddleboards, and wakeboards upon the following terms and conditions. When packaged together, one "Board Item" will count as one bag containing one or more surfboards, kiteboards, paddleboards, and/or wakeboards, and reasonable packing materials to prevent board damage. Each Board Item is subject to the additional terms and conditions stated below.

NOTE: Any separately packaged items and each additional piece of equipment or other item included with your Board Item will be treated as a separate item and will be subject to any applicable baggage fees.

- a. Conditions of acceptance.
  - i. We will not accept any Board Item weighing more than 50 pounds (22.5 kg).
  - ii. We will not accept any Board Item greater 115 inches (292 cm) in length.
  - iii. Your board(s) may be subject to a visual inspection for any pre-existing damage.
  - iv. Your board(s) must be adequately and suitably packed in a bag or other container to protect your board(s) from damage.

- v. Board fin(s) must be removed or well-padded and protected from damage or from causing damage to other bags.
  - vi. Transportation is subject to space availability and you agree that Hawaiian is not liable for any such delays, nor for ground delivery of your Board Item at your destination, resulting from Hawaiian being unable to accommodate your Board Item on the flight for which it was accepted as checked baggage.
- b. Fees.** You will incur the following baggage charges on each Board Item in lieu of the baggage fees set forth in Section (B) of this Rule 18:
- i. Between points within the State of Hawaii: \$35.00 per Board Item.
  - ii. Between any other points within the USA not wholly within Hawaii: \$100.00 per Board Item.

NOTE: No Board Item exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

**24. Tennis Equipment.** Tennis equipment will be accepted as checked baggage subject to the baggage conditions and fees set forth in Sections (A) and (B) of this Rule 18.

**25. Windsurfing Equipment.** We will accept windsurfing equipment upon the following terms and conditions. When packaged together, one "Windsurfing Item" will count as one bag containing up to one (1) windsurfing board with a boom, one (1) mast and sail, or any one (1) portion of the windsurfing equipment as defined above.

NOTE: Any separately packaged items and each additional piece of equipment or other item included with your Board Item will be treated as a separate item and will be subject to any applicable baggage fees.

**a. Conditions of acceptance.**

- i. We will not accept any Windsurfing Item weighing more than 100 pounds (45 kg).
- ii. We will not accept any Windsurfing Item greater 115 inches (292 cm) in length.
- iii. Your equipment may be subject to a visual inspection for any pre-existing damage.
- iv. Your equipment must be adequately and suitably packed in a bag or other container to protect it from damage.
- v. Board fin(s) must be removed or well-padded and protected from damage or from causing damage to other bags.
- vi. Transportation is subject to space availability and you agree that Hawaiian is not liable for any such delays, nor for ground delivery of your Windsurfing Item at your destination, resulting from Hawaiian being unable to accommodate your Windsurfing Item on the flight for which it was accepted as checked baggage.

**b. Fees.** You will incur the following additional baggage charges on each Windsurfing Item in addition to any baggage allowance fees set forth in Section (B) of this Rule 18:

- i. Between points within the State of Hawaii: \$35.00 per Windsurfing Item.
- ii. Between any other points within the USA not wholly within Hawaii: \$100.00 per Windsurfing Item.

NOTE: No Windsurfing Item exceeding 72 inches (182 cm) in length will be accepted on a flight operated by 'Ohana by Hawaiian.

- E. FRAGILE, PERISHABLE, AND OTHER SPECIAL ITEMS.** We may accept your fragile, perishable, and other special items including, but not limited to those in Rule 20(B)(1)(k). All such items accepted, with or without our knowledge, are excluded from all liability for loss, damage to, or delay in delivery pursuant to Rule 20(B)(1)(k). Notwithstanding that these items are excluded from liability, you represent that each such item is appropriately packaged for transport as baggage and, in the case of any fragile item, is (i) in an original factory sealed carton, cardboard mailing tube, or container or case designed for shipping the fragile items, or packed with protective internal material and (ii) the factory sealed carton, cardboard mailing tube, container, case, or packaging materials provides adequate protection to the fragile items.
- F. RESTRICTED ITEMS.** We reserve the right to refuse transport of any items or property (whether carried in the cabin or as checked baggage) that we, in our sole judgment or discretion, determine to be (i) potentially hazardous to the safety, security, and comfort of any guests, crew, or others, (ii) a risk to other baggage or cargo, (iii) capable of causing interference with equipment or other assets, or (vi) otherwise unsuitable for transport.
- 1. Regulatory restrictions.** We will not accept as checked baggage or carry-on baggage, and you are prohibited from checking-in or carrying aboard, any article which is listed in the DOT hazardous materials regulations (49 CFR 171-177), the International Civil Aviation Organization Technical Instruction for the Safe Transport of Dangerous Goods by air, and/or the IATA Dangerous Goods Regulations (See Section (D)(10) of this Rule 18 for exception for dry ice). In addition, we will not accept, and you are prohibited from providing, any item for carriage either as a carry-on baggage or as checked baggage that may be deemed unacceptable by TSA, DOT, FAA or any government agency or that may be in violation of any Government Law.

NOTE: Some items that are restricted from checked baggage and carry-on baggage may be transported via our cargo operations, subject to any legal, regulatory, or other restrictions. Please check separately with our cargo department for more information at <https://www.hawaiianaircargo.com/> or by calling us at 1-877-HA-CARGO (422-2746).

- 2. Representative List of Restricted Items.** Common items used every day may seem harmless. However, when transported in an aircraft, they can become dangerous or noxious. Below are examples of restricted hazardous items that are strictly prohibited in both checked baggage and carry-on baggage, unless an exception is stated. Please note that this list is not meant to be a complete and comprehensive list of restricted items. Even if an item is not listed below, it may still be hazardous and may be restricted from transport by Hawaiian.
- a. Items that interfere with avionics and other equipment, such as:**
- i. Powerful magnetized materials are prohibited.
  - ii. Swingless golf clubs are prohibited.

**b. Flammable or combustible items, such as:**

- i. Camping stoves and heating devices (new, used, cleaned, purged) are prohibited.
- ii. Cannisters for fuel (new, used, cleaned, purged) are prohibited.
- iii. Canned compressed gasses (e.g., oxygen) are prohibited.
- iv. Fire dance apparatuses (new, used, cleaned, purged) are prohibited.
- v. Explosives, munitions, fireworks, and flares are prohibited.
- vi. Gas, flammable liquid, or fuel of any kind (e.g., lighters, heating fuels, lighter refills, and lighter fluid) are prohibited.
  - a. Exception 1: One common lighter (butane or absorbed liquid) OR one book of safety matches may be carried in the aircraft cabin without special packaging.
  - b. Exception 2: Up to two fueled lighters are permitted in checked baggage if properly packaged in special DOT-approved containers.
- vii. Flammable solids (e.g., strike-anywhere matches, Sterno, and articles which are easily ignited) are prohibited.
  - a. Exception 1: One common lighter (butane or absorbed liquid) OR one book of safety matches may be carried in the aircraft cabin without special packaging.
- viii. Substances which on contact with water emit flammable gases are prohibited.
- ix. Any internal combustion engines (e.g., gas-powered chainsaws, weed-eaters, blowers, and similar items) are prohibited.
- x. Engine or car parts that may be deemed flammable, combustible, or explosive are prohibited.
- xi. Powder-actuated cartridges are prohibited.
- xii. Individual self-heating pouches, packs, or containers (e.g., MREs/Meals Ready to Eat, food heating pouches, self-heating hand/toe warmers, self-heating beverage containers, flameless meal products such as HeaterMeals, etc.) are prohibited.

**c. Electronics including drones that are lithium or lithium-ion battery operated.** Lithium and lithium-ion batteries can overheat and ignite or explode. Electronics that are lithium or lithium-ion battery operated and exceed the regulatory limits are prohibited, other than for (i) certain permitted assistive devices like electric wheelchairs and (ii) certain other items pursuant to an exception stated below. The following are some common examples of prohibited and non-prohibited items and permitted exceptions:

- i. Lithium Drones are permitted if all power sources are removed and packed as stated in of Sections (F)(2)(c)(vi)(a) - (vi)(c) below of this Rule 18 and do not exceed regulatory limits.
- ii. E-cigarettes or electronic smoking devices are prohibited in checked baggage.

Exception: Electronic smoking devices shall only be permitted in the guest's carry-on baggage.

- iii. Tasers and other electroshock weapons are prohibited, unless carried onboard the aircraft by law enforcement personnel who have met the requirements of Rule 17(E).
  - iv. Hoverboards – single or two-wheeled, self-balancing personal transporter scooters are prohibited.
  - v. Smart Bags.
    - a. Check In Baggage: Smart bags are accepted as checked baggage if the battery is removable. The battery must be removed prior to check in. The detached battery, must be carried in the cabin, and must have its terminals isolated to prevent a short circuit.
    - b. Carry-On Baggage: Smart bags are accepted as carry-on baggage if the battery is removable. Smart bags featuring removable batteries may be carried on and stored in the overhead bin provided that they remain turned off for the duration of the flight.
  - vi. Spare lithium and lithium-ion batteries must be transported in carry-on baggage only and must be packed as follows:
    - a. Each guest is permitted to carry-on two (2) spare batteries, not to exceed regulatory limits.
    - b. Spare batteries must be kept away from metal objects, such as coins, keys, and jewelry.
    - c. Spare batteries should be kept in original retail packaging. If original packaging is not available, tape should be placed across battery terminals, or each battery should be placed in its own individual plastic bag or protective pouch.
- d. Toxic Gases or Biohazardous Materials.**
- i. Mercury or oxidizing substances are prohibited.
  - ii. Self-defense spray including but not limited to pepper spray and mace are prohibited.
  - iii. Vaccines are generally prohibited without prior approval by Hawaiian. For the safety of our employees and guests, we may evaluate multiple elements before approving any specific vaccine for transport, including, for example, (i) the vaccine component itself, (ii) the adequacy of any packaging and (iii) the quantity of any dry-ice necessary for transport, if applicable. Notwithstanding this general prohibition, U.S. Government-approved COVID-19 vaccines may be carried on board our aircraft, provided, however, that the vaccines are properly identified, adequately packaged and do not otherwise violate any other terms and conditions of this Domestic Contract of Carriage
  - iv. Substances which on contact with water emit toxic or noxious gases are prohibited.

e. Corrosive or Noxious Materials.

- i. Any item that may be a corrosive substance or, in the opinion of HA, may cause damage to the aircraft is prohibited.
- ii. Acids, alkalis, and wet cell batteries are prohibited except as provided in Rule 9: Wheelchairs and Other Assistive Devices.
- iii. Salt water samples and/or any specimens contained or transported in salt water are prohibited.
- iv. Paints - any water or oil based paints, except for small tubes for individual use are prohibited.
- v. Fermented fish sauces of all types regardless of packaging are prohibited.
- vi. Nail polish and remover, except for small quantities for individual use, are prohibited.

f. Miscellaneous Prohibited Items.

- i. Briefcases and attaché cases installed with alarm devices are prohibited.
- ii. Styrofoam containers (unless packed inside an outer container or box) are prohibited.
- iii. Spare light bulbs except those that are energy efficient and in retail packaging sufficient to prevent breakage and intended for personal or home use are prohibited.
- iv. LED decorative lights are prohibited unless they are (i) sufficiently packaged to prevent breakage and (ii) not attached to any flammable item or power source.
- v. Tires meant for road, recreational, or terrain vehicles, are prohibited. Standard bicycle tires are not prohibited.
- vi. Wet ice except if in sealable drink containers carried on board the aircraft for immediate consumption is prohibited.

**RULE 19: ACCEPTANCE OF DOGS, CATS, AND HOUSEHOLD BIRDS FOR TRAVEL**

**IMPORTANT NOTE: This Rule 19 does not apply to the transportation of Service Animals, nor to animals transported as cargo. For Service Animals, please see Rule 10: Service Animals of this Contract of Carriage. For cargo arrangements, please visit our cargo page at: [www.hawaiianaircargo.com](http://www.hawaiianaircargo.com), or call us at 1-877-HA-CARGO (422-2746).**

This Rule 19 applies to dogs, cats, and household birds only. For purposes of this Rule 19, the use of the word “pet,” or “pets,” refers only to dogs, cats and household birds.

YOU ASSUME FULL FINANCIAL AND OTHER RESPONSIBILITY FOR COMPLIANCE WITH THIS RULE 19 AND ALL GOVERNMENTAL REQUIREMENTS, REGULATIONS, OR RESTRICTIONS, INCLUDING ENTRY PERMITS AND REQUIRED HEALTH CERTIFICATES FOR YOUR ANIMALS. IF YOU FAIL TO MEET THE REQUIREMENTS OF ANY GOVERNING JURISDICTION, YOUR ANIMAL MAY BE DENIED TRANSPORT. YOU AGREE TO REIMBURSE US FOR ANY COSTS AND EXPENSES, LOSSES, OR DAMAGES INCURRED THAT: (1) RESULT FROM YOUR FAILURE TO COMPLY WITH THIS RULE 19 INCLUDING, BUT NOT LIMITED TO, BOARDING FEES, ADDITIONAL TRANSPORT FEES, VETERINARIAN COSTS, AND ANY OTHER RELATED SERVICE

EXPENSES; (2) RELATE TO ANY CHANGE IN TRAVEL PLANS, INCLUDING A CHANGE IN SEATING ACCOMODATIONS, CHANGE OF AIRCRAFT, CANCELLATION OF TRAVEL, ALTERNATIVE TRAVEL ARRANGEMENTS, OR OTHERWISE AS A RESULT OF OR RELATING TO YOUR ANIMAL BEING REMOVED FROM A FLIGHT OR NOT ACCEPTED FOR TRAVEL IN ACCORDANCE WITH THIS RULE 19; AND (3) RESULT FROM THE BEHAVIOR OF YOUR ANIMAL, INCLUDING ANY DAMAGE AND HARM TO ANY PERSON OR PROPERTY.

We recommend that you provide us with advance notification of your intent to travel with your dog, cat or bird by calling us at 1-800-367-5320 or by emailing us using our Ask a Question page located at <https://www.hawaiianairlines.com/contact-us/email/general-questions>.

- A. GENERAL CONDITIONS OF TRAVEL FOR ALL DOGS, CATS, AND HOUSEHOLD BIRDS ONLY.** We will not accept poultry (including but not limited to chickens, ducks, pigeons, etc.) wild birds (including but not limited to peacocks, falcons, etc.) ferrets, rodents (i.e., guinea pigs, mice, rats, etc.), spiders, mosquitoes, reptiles (i.e., snakes, turtles, etc.), or live fish for transportation as carry-on baggage or checked baggage under any circumstances.

For us to accept your dog, cat, or household bird (also referred to as “pet” or “pets”), you must be a ticketed guest traveling on the same flight as your pet(s) and satisfy all the required terms and conditions of this Rule 19. For pets needing travel that do not meet the requirements for of this Rule 19, and for any other types of animals, please see our cargo page at: [www.hawaiianaircargo.com](http://www.hawaiianaircargo.com), or call us at 1-877-HA-CARGO (422-2746) to make other arrangements.

The purpose of this Rule 19 is to ensure the safety and security of our guests and crew, and the well-being of your pets. We strongly recommend that you read and understand all the provisions of this Rule 19 before attempting to travel with any pets.

You must satisfy all the general conditions of this Section (A) below to travel with your pet(s).

NOTE: WE WILL NOT TRANSPORT ANY PET TO OR FROM NEW YORK, MASSACHUSETTS, FLORIDA, TEXAS, OR AMERICAN SAMOA OTHER THAN THROUGH OUR CARGO SERVICES. PLEASE SEE OUR CARGO CONTACT INFORMATION ABOVE.

- 1. We Must Have Space Available.** We will only accept a limited number of kennels per flight in the aircraft cabin or baggage compartment. We recommend that you notify us in advance if you plan to travel with your pet(s) so that we can confirm that space on the aircraft is available for your pet(s).
- 2. No Dogs or Cats Less Than 8 Weeks Old; No Household Birds Less Than 2 Weeks Old.** We will not accept any dog or cat less than eight (8) weeks old and any household bird less than two (2) weeks old, and we reserve the right to require documentation from your veterinarian that your pet(s) meets the stated requirements.
- 3. No Interline Transfers.** Live animals will not be accepted for interline transfer to or from any other airline. We will only accept pets for travel on our flights when: (i) you check in at one of our ticket counters; (ii) you do not have a connecting flight operated by another carrier, and (iii) you satisfy all of the applicable requirements stated in this Rule 19.
- 4. You Have an Approved Kennel.** In addition to meeting any other kennel requirements set forth in this Rule 19, your kennel must also meet the requirements of (i) the United States Department of Agriculture Animal Welfare Act (AWA) which can be found at <https://www.nal.usda.gov/awic/animal-welfare-act> and (ii) the United States Department of

Agriculture (USDA) Animal and Plant Inspection Service which can be found at <https://www.aphis.usda.gov/aphis/pet-travel>.

5. **You Obtained an Animal Health Certificate (Except for Interisland Travel).** You must provide us with a copy of an animal health certificate for each pet traveling to or from the State of Hawaii dated not earlier than fourteen (14) days prior to arrival at your destination. The animal health certificate must be from a licensed veterinarian and indicate that the designated animal is healthy enough for the intended travel.
  6. **You Comply With Any Applicable Special Rules.** There are special rules applicable to travel to and/or from specific states. You are responsible for ensuring that your pet meets all applicable state specific requirements.
  7. **You Satisfy the State of Hawaii Restrictions for Any Animals Arriving in Hawaii.** The State of Hawaii has strict laws regarding the import of animals. Some animals that may be allowed in other states may be restricted or prohibited in Hawaii. PLEASE NOTE THAT YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH STATE OF HAWAII REQUIREMENTS. If you are considering bringing your pet to Hawaii, you should contact the State of Hawaii Animal Industry Division – Animal Quarantine Branch at <http://hdoa.hawaii.gov/ai/aqs/animal-quarantine-information-page/> as soon as possible to make sure that your animal meets their requirements for entry into the state. Because of all the necessary procedures, the process must generally begin months in advance of travel to Hawaii.
    - a. Special Rules for travel from North America direct to Neighbor Islands: A Neighbor Island Inspection Permit issued by the State of Hawaii Industry Division is required for cats and dogstraveling from North America direct to OGG, LIH, or KOA. If you do not have the required document, your pet will not be allowed to travel. Household birds are not permitted to travel directly into OGG, LIH, or KOA
    - b. Dogs and Cats: Dogs and cats may be quarantined for up to 120 days upon arrival in the State of Hawaii unless they meet all the State’s 5-Day-Or-Less program requirements, which include certain pet vaccinations, a blood test, and waiting periods. A Neighbor Island Inspection Permit issued by the State of Hawaii Industry Division must be shown to the airline and is required to fly a cat or dog directly to an approved neighbor island airport from the Continental USA and Alaska.
    - c. Household Birds: Most bird species, require two (2) permits – a Plant Quarantine Import Permit AND a Poultry and Bird Permit from the Livestock Disease Control Branch. Furthermore, many bird species are prohibited from entry into the State of Hawaii or may only enter under specific conditions. Household Birds are also not permitted to travel directly into (i) Kahului, Maui, (ii) Lihue, Kauai, and (iii) Kailua-Kona, Hawaii, on a State of Hawaii Direct Entry Permit.
- B. TRAVEL IN THE AIRCRAFT CABIN (DOGS AND CATS ONLY). HOUSEHOLD BIRDS ARE NOT ALLOWED.** We may accept small dogs and cats only as pets for travel in the main cabin of our aircraft if you meet all the applicable requirements this Section (B). Any dog or cat that does not meet the requirements of this Section (B) may be checked for travel in the baggage compartment of our aircraft upon meeting all the requirements of Section (C) below of this Rule 19. Any animal not meeting the applicable requirements of Section (B) or Section (C) of this Rule 19 will be refused transport. We will not accept any birds for travel in the aircraft cabin.

YOU ASSUME FULL RESPONSIBILITY FOR THE SAFETY, WELL-BEING, AND CONDUCT OF YOUR DOG OR CAT, INCLUDING THE INTERACTION OF YOUR DOG OR CAT WITH OTHER GUESTS WHILE ON BOARD THE AIRCRAFT.

1. **You satisfy all the General Conditions.** No dog or cat will be accepted for travel in the cabin of our aircraft unless you satisfy all the conditions of Section (A) above of this Rule 19.
2. **Special Rules for Cabin Travel from North America to Hawaii.** The State of Hawaii has very stringent import restrictions that apply to live animals. Hawaii is the only state that remains rabies free. To ensure that each pet brought to Hawaii is properly screened by the State of Hawaii Animal Industry Division – Animal Quarantine Branch (“HNL Quarantine”), you must wait to deplane until you are met by one of our guest services agents on arrival in Hawaii and be escorted to be inspected by the Hawaii Department of Agriculture. Pets traveling in the aircraft cabin on any flights from North America to HNL that arrive at HNL Quarantine after 4:30 PM HST may not be released by HNL Quarantine on the same day and may be required to remain at HNL Quarantine overnight. We do not accept pets for travel in the aircraft cabin for any flights from New York, Massachusetts, Florida and Texas.
3. **You Provide an Acceptable Kennel.** A kennel is required for cabin travel, and it must:
  - a. be soft-sided and leak proof;
  - b. be large enough to allow the animal(s) to sit, stand upright, turn around, and lie down in a natural position.
  - c. be no larger than 16 inches (40 cm) long by 10 inches (25 cm) wide by 9.5 inches (24 cm) tall; and
  - d. be in proper working condition to safely secure the animal(s) in a manner that ensures that the animal will remain in the carrier for the duration of the flight (i.e., animal will not be able to escape).

NOTE: NO MORE THAN (I) ONE (1) MATURE DOG OR CAT, OR (II) TWO (2) PUPPIES OR KITTENS OF THE SAME BREED OR LITTER MAY OCCUPY A SINGLE KENNEL; PROVIDED, HOWEVER, THAT THE TOTAL WEIGHT, INCLUDING THE KENNEL, DOES NOT EXCEED 25 POUNDS (11 KG). WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO DETERMINE WHETHER THE KENNEL IS ACCEPTABLE FOR TRAVEL.

4. **You Pay the Required Kennel Fee and Do Not Exceed the Carry-On Limit.** You must pay the applicable kennel fee to transport your dog or cat in the cabin. Upon payment of the kennel fee, you are allowed one (1) kennel in addition to your one (1) carry-on bag and one (1) personal item. The kennel fee is as follows:
  - a. Travel within the State of Hawaii: \$35.00.
  - b. Travel between the State of Hawaii and North America: \$125.00.
5. **No Offensive or Disruptive Behavior.** We will refuse to accept, and may remove from any flight, any dog or cat that is offensive or disruptive. The decision on whether a dog or cat is offensive or disruptive shall be in our sole discretion based on one or more factors, which may include, for example:
  - a. the displays of certain behaviors or traits such as excessive barking (for dogs only);
  - b. emitting strong odors;

- c. aggressiveness;
- d. growling or hissing; and
- e. failure to be housebroken.

**6. Special Seating Requirements.** The following rules apply to seating:

- a. No pets are permitted in:
  - i. the first-class section of the aircraft (except for interisland travel);
  - ii. the bulkhead rows;
  - iii. the emergency exit rows; and
  - iv. and any other seating location that in our sole discretion may pose a safety risk.
- b. You must stow your kennel under the seat directly in front of you.
- c. Your animal(s) must remain in its kennel at all times while in the boarding area and any airport lounge, during boarding and deplaning, and always while on board the aircraft.

**C. TRAVEL IN THE AIRCRAFT BAGGAGE COMPARTMENT (DOGS, CATS, AND HOUSEHOLD BIRDS).**

We may accept dogs, cats, and household birds for travel in the baggage compartment of our aircraft if you meet all the requirements of this Section (C). For flights arriving in Honolulu, Hawaii, we will transport your pet upon arrival from baggage to the Airport Animal Quarantine Holding Facility, where you will pick-up your pet after it has been inspected. You are responsible for understanding their hours of operation, any fees, inspection and release procedures, and any other rules applicable to animals entering the State of Hawaii.

- 1. You satisfy all the General Conditions.** No dog, cat, or household bird will be accepted for travel in the baggage compartment of our aircraft unless you satisfy all the conditions of Section (A). above of this Rule 19.
- 2. We Have Space Available.** For the safety of your animals, we are limited to transporting three (3) kennels in the baggage compartment of any flight operated by Hawaiian. Space is booked on a first-come first-served basis.
- 3. No Pets accepted for travel to or from New York, Massachusetts, Florida, Texas and American Samoa.** We will not transport any pet to or from New York, Massachusetts, Florida, Texas and American Samoa other than through our cargo services.
- 4. No Animals in the Baggage Compartment from April 15 Through October 15 for Select Cities.** We will not accept any animals in the baggage compartment of our aircraft from April 15 through October 15 for travel to or from the following cities:
  - a. San Jose, California (SJC);
  - b. Sacramento, California (SMF);
  - c. Las Vegas, Nevada (LAS); and
  - d. Phoenix, Arizona (PHX).

**5. You Sign a Liability Release.**

- a. All animals. We require that you sign our general liability release form prior to accepting your pet for transport in the baggage compartment of our aircraft. We will not be liable for the loss, illness, injury, or death of an animal.
- b. Snub Nose/Short Nose Pets. For any snub nose/short nose dog or cat, you: (1) acknowledge our warning regarding the risk to the snub nosed/short nosed animal(s); (2) release us from all liability resulting from the transportation of your snub nosed/short nosed animal(s); and (3) agree not to file any claim with us relating to the transportation of your snub nosed/short nosed animal(s). Snub nose/short nose pets have been shown to suffer severe respiratory difficulties either in transit, or because of Hawaii's tropical climate. Thus, we discourage the transport of these animals if they cannot be transported in the cabin of the aircraft.

**6. You Provide an Acceptable Kennel.** A kennel is required for any animal traveling in the baggage compartment of our aircraft. The kennel must:

- a. be non-folding and non-collapsible;
- b. be hard-sided (e.g., wood, metal, or a material of comparable strength), leak-proof, designed to prevent escape, and have adequate handholds to enable lifting the kennel without coming into contact with the animal;
- c. be in a proper working condition that will safely secure the animal in a manner that ensures that the animal will remain in the carrier while in our possession and for the duration of the flight (i.e., animal will not be able to escape);
- d. be large enough to allow the animal to sit, stand upright, turn, and lie down in a natural position;
- e. not exceed 36"L x 25"W x 27"H; and
- f. for any flights between the Continental USA and Hawaii, have two dishes (one for food and one for water) attached to the inside of the kennel which are accessible from the outside of the kennel, so they can be filled from outside the kennel without opening the kennel door. Note, however, **household** birds are unable to be fed or provided with water from outside the kennel when a mosquito net is required per State of Hawaii Animal Industry Division rules and regulation.

NOTE: NO MORE THAN: (A) ONE (1) MATURE DOG OR CAT, (B) TWO (2) PUPPIES OR KITTENS OF THE SAME LITTER OR BREED NOT MORE THAN SIX (6) MONTHS OLD, OR (C) TWO HOUSEHOLD BIRDS, OF THE SAME SPECIES MAY OCCUPY A SINGLE KENNEL; PROVIDED, HOWEVER, THAT THE TOTAL WEIGHT, INCLUDING THE KENNEL, DOES NOT EXCEED 70 POUNDS (31.5 KG), AND THE WEIGHT OF ANY ANIMAL(S) CARRIED IN THE KENNEL DOES NOT EXCEED THE MAXIMUM WEIGHT RECOMMENDED BY THE MANUFACTURER OF THE KENNEL. WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO DETERMINE WHETHER THE KENNEL IS ACCEPTABLE FOR TRAVEL.

**7. You Pay the Required Kennel Fee.** You must pay the applicable kennel fee to transport your pets in the baggage compartment. The fee per kennel is as follows:

- a. Travel within the State of Hawaii: \$ 60.00.
- b. Travel from North America to Hawaii: \$225.00.

c. Travel from the State of Hawaii to North America: \$225.00.

**8. The Environmental Conditions Are Adequate.** We will not accept animals for travel in the baggage compartment of our aircraft, if we determine, in our sole discretion, that current environmental conditions may pose a hazard to the safety or comfort of the animal. In making our determination, we may consider, for example, the following maximum and minimum temperature conditions:

- a. Maximum Temperature – Whether the local temperature at the origin, destination, or connecting airport is, or is expected to be, above 85F/29C, determined at the time you present your animal for travel.
- b. Minimum Temperature - Whether the local temperature at the origin, destination, or connecting airport is, or is expected to be, below 45F/7C, determined at the time you present your animal for travel. If the temperature at any location is, or is expected to be, below 45F/7C, we may take into consideration an acclimation certificate issued and signed by a licensed veterinarian and dated within ten (10) days of travel stating the minimum temperature at which the animal may travel safely. Animals will never be accepted to/from any Continental USA destination if the temperature is, or is expected to be, less than 20F/-7C at any point during transport.

IF WE ARE UNABLE TO ACCEPT AN ANIMAL DUE TO ENVIRONMENTAL CONDITIONS, YOU MAY REBOOK TO THE NEXT AVAILABLE FLIGHT THAT HAS SPACE AVAILABLE FOR YOU AND YOUR ANIMAL, SUBJECT TO SATISFACTORY ENVIRONMENTAL CONDITIONS. ANY APPLICABLE FARE DIFFERENCES OR DATE CHANGE PENALTIES WILL BE WAIVED, PROVIDED THAT ANY TRAVEL IS REBOOKED TO THE SAME CLASS OF SERVICE AS ORIGINALLY TICKETED.

**9. Special Additional Rules for Household Birds Only**

- a. Certain species of birds are considered “injurious bird species” and require a permit from Hawaii’s Division of Forestry and Wildlife (DOFAW) prior to travel. It is your responsibility to comply with any DOFAW rules and regulations, and to obtain any necessary permits for travel.
- b. Household Birds traveling on interisland flights must be inspected by the Hawaii Department of Agriculture prior to being accepted by Hawaiian for travel.
- c. In certain cases, a mosquito net is required per State of Hawaii Animal Industry Division rules and regulations. You are responsible for complying with these rules and regulations.
- d. We will not accept any household birds for travel to and from Phoenix, Arizona.

**RULE 20: LIABILITY AND CLAIMS**

**A. GENERAL RULES REGARDING OUR LIABILITY.**

- 1. **Sole Negligence and Willful Misconduct Only.** We are not liable to you for (i) personal injury or death; (ii) damage, loss or delay, of any baggage or goods; and (iii) any other damages of any kind, (collectively “damages”) arising out of or because of any flight or other

services we provided, unless the damages are proven to have been caused by Hawaiian's sole negligence or willful misconduct and you have not been contributorily negligent.

- 2. Applicable Laws and Regulations.** We are not liable to you for any damage arising out of our compliance with any laws, government regulations, orders, rules, requirements, or security directives, or because of your failure to comply with, or your reliance on us with respect to, any laws, government regulations, orders, rules, requirements, or security directives.
- 3. Compensatory, Consequential, and Punitive Damages.** We are not liable to you for any compensatory, consequential, or punitive damages arising out of or because of any flight or other services we provided, whether or not we had knowledge that such damages might occur.
- 4. Our Agents and Representatives.** Any limitations or exclusions of liability of Hawaiian shall apply to and be for the benefit of our agents, employees, vendors, and representatives acting within the scope of their employment, and to any person whose aircraft we use, and its agents, employees, or representatives acting within the scope of their employment.

#### **B. SPECIFIC LIABILITY LIMITATIONS AND EXCLUSIONS.**

- 1. Checked Baggage.** These additional limitations on liability and notice requirements apply to checked baggage:
  - a. Maximum Liability.** Our liability for the loss of, damage to, or delay in delivery of your baggage, when it has been checked with us, is limited to \$3,800 per ticketed guest, except as provided in Section (B)(2) below of this Rule 20. You are responsible for documenting and proving the actual value of any loss. Any reimbursement will be limited the actual loss for which you provide documented proof acceptable to us, less the value of any items which are excludable as stated below (the total amount of reimbursement sought by you for any alleged loss is referred to as your "Claim"). If your bag is delayed, we will pay reasonable expenses you incur while you wait for the delayed bag, e.g., the purchase of toiletries and a change of underwear. We require that you submit a claim and provide documentation such as sales receipts to back up the claims in order to be compensated. If your bag has not been returned to you within seven (7) days, we will treat it as a lost bag.
  - b. Special Rules for Checked Baggage When Travel Includes Other Carriers.** When transportation is on one or more carriers with a liability limitation not exceeding \$3,800 for each fare-paying guest and the responsibility for any loss, damage, or delay in the delivery of baggage cannot be determined, the liability limitation of \$3,800 for any ticketed guest is the total amount that will be applied across all carriers. When transportation is on Hawaiian and one or more carriers, we are not liable to you for any items in your baggage that the other carriers exclude in their rules from liability.
  - c. Required Notices.** In the case of loss of, damage to, or delay in delivery of any of your checked baggage:
    - I.** You must submit a preliminary notice of your Claim to us within four hours after the arrival of the flight on which the baggage or personal property was

transported, or should have been, transported. The date of that flight's arrival is referred to as the "Claim Date."

- II. You must also deliver to the attention of Hawaiian Corporate Offices at P.O. Box 30008, Honolulu, HI 96820, a written itemization of your Claim and the facts and circumstances that give rise to your Claim within thirty (30) days of the Claim Date.
- III. You must have initiated any legal action with respect to your Claim within one (1) year following the Claim Date if we have not otherwise fully settled it.

NOTE: In the event you fail to meet any of the above deadlines with respect to your Claim (absent extraordinary circumstances to be determined in our sole discretion), you waive any rights to that Claim against Hawaiian.

- d. Baggage Retrieval. When, at your request, we voluntarily retrieve your baggage at the baggage claim area following your flight on a separate Ticket with a different air carrier and transport that baggage to your ultimate destination, because you did not claim the baggage from the first air carrier and recheck your baggage with us to your final destination. In this case, any alleged Claim shall instead be governed by the Release, Waiver, Indemnification and Hold Harmless Agreement you will be asked to sign, and which you are otherwise deemed to have agreed to be bound once we have retrieved your baggage.
- e. Inherent Defect, Poor Quality, or Unsuitability. We are not liable for the destruction, loss, or damage of any baggage caused by its inherent defect, poor quality, or unsuitability of such item(s) as checked baggage and/or the inadequacy of its packaging.
- f. Perishable Items. We are not liable for any loss of, damage to contents, or delay in the delivery of any perishable item(s).
- g. Fair Wear and Tear and Ordinary Handling. We are not liable for any damage arising from the fair wear and tear and ordinary handling of your baggage that results in scratches, scuffs, punctures, dents, stains and marks, and minor cuts, for example.
- h. Previously Damaged Baggage. We are not liable for any previously damaged baggage.
- i. Attached Items. We are not liable for loss of or damage to articles which are strapped, fastened, or otherwise secured to your checked baggage and which are not independently tagged and/or packaged. Such items include but are not limited to, sleeping bags, luggage racks, luggage carriers, and umbrellas.
- j. Interline Exclusions. We are not liable for the loss of, damage to, or delay in delivery of any baggage accepted by another air carrier for interline transfer to Hawaiian if the items are not acceptable for transportation as checked baggage pursuant to this Contract of Carriage.
- k. Exclusions from Liability. We are not liable for the loss of, damage to, or delay in delivery of any of the following items:
  - I. antiques, artifacts, collectibles, and religious items;
  - II. antlers;

- III. backpacks with aluminum frames, outside pockets, protruding straps, or buckles, or that otherwise not designed for travel, and sleeping bags and knapsacks made of plastic, vinyl, or other easily torn material;
- IV. business equipment and business samples;
- V. portable multimedia players including, but not limited to, CD, DVD, and MP3 players;
- VI. chinaware, glass, glassware, bottles, ceramics, pottery, and mirrors;
- VII. computer hardware/software and electronic components/equipment;
- VIII. items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures, or do not provide sufficient protection to the contents;
- IX. items checked in corrugated/cardboard boxes, including cardboard boxes provided by us, except for items that otherwise would be suitable for transportation without the cardboard box;
- X. electronic and mechanical items, including cell phones, electronic games, televisions, radios amplifiers, speakers, and other related items;
- XI. eyeglasses, binoculars, prescription and non-prescription sunglasses, and all other eyewear and eye/vision devices;
- XII. flowers and plants;
- XIII. garment bags not designed for travel;
- XIV. irreplaceable items;
- XV. items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, sketches, historical documents, photos, books, negotiable papers, securities, etc.);
- XVI. jewelry;
- XVII. keys;
- XVIII. liquids, perfumes, alcohol/liquor;
- XIX. medicines and medical equipment (that are not assistive devices pursuant to 14 CFR 382.3);
- XX. money, gift cards, and gift certificates;
- XXI. musical instruments (e.g., guitars, violins, violas, cellos, organs, harps, and drums);
- XXII. natural fur products;
- XXIII. perishable items such as medicine, flowers, and food (e.g., fruits, vegetables, meats poultry, seafood, cheese, fresh or frozen foods of any kind, baked goods, dry ice, and tobacco);
- XXIV. photographic/cinematographic/audio/video equipment, cameras, lenses, bulbs, and related items;
- XXV. precious metals/stones;

- XXVI. science-related equipment (e.g. microscopes, oscilloscopes, meters, polygraph equipment, and other related or similar items);
- XXVII. tools, battery-powered hand tools, tool boxes/containers, automotive tow bars;
- XXVIII. totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
- XXIX. recreational and sporting goods, including but not limited to, archery equipment, baseball equipment, boogie/kite/skim/speed/skate boards, bowling equipment, camping equipment, fencing equipment, golfing equipment, gymnastic equipment, hockey/lacrosse sticks, javelins, oars, paintball equipment, parachutes and parasails, pool cues, skating equipment, tennis equipment, water skiing/snow skiing/snowboards/wakeboards, hang gliding equipment, kayaks/canoes, personal human transporters, fishing rods, sculls, surfboards, windsurfing sailboards, vaulting poles, scuba diving masks and pressure gauges, scopes, and sporting trophies;
- XXX. silverware, knives, and swords;
- XXXI. strollers, bassinets, and infant carrying seats;
- XXXII. watches and other timepieces;
- XXXIII. works of art such as paintings and sculptures; and
- XXXIV. any other similar valuable property or irreplaceable property included in the guest's checked or carry-on baggage with or without the knowledge of Hawaiian.

## **2. Wheelchairs and Other Assistive Devices.**

- a. Liability Limits Do Not Apply. The baggage liability limits of Sections (B)(1)(a) and (B)(1)(b) of this Rule 20 do not apply to claims for loss of, damage to, or delay of wheelchairs or other assistive devices. However, the notice requirements of Section (B)(1)(d) of this Rule 20 do apply.
- b. Proof of Loss/Damage; Option to Repair. In the case of a lost, damaged, or destroyed wheelchair or other assistive device, documentary proof of loss is required from you to process a claim for damages. If the wheelchair or other assistive device can be returned to you in the condition in which it was received by making reasonable repairs, we may make the repairs.
- c. Inspection Rights; Refusal to Transport. We have the right to inspect and document any pre-existing damage prior to accepting your wheelchair or other assistive devices as checked baggage. We reserve the right to refuse to transport large wheelchairs or other assistive devices that, due to the physical size of an aircraft compartment, cannot be carried upright safely without risk of serious damage to the wheelchair, or that would cause a load imbalance in a small baggage compartment and violate weight and balance safety requirements. In such a case, we will use reasonable efforts to assist you in identifying a flight using an aircraft that can accommodate your wheelchair.

## **3. Carry-On Baggage and Property:** We are not liable for loss of or damage to baggage or other items carried with you in the cabin of our aircraft

4. **Pets and Animals.** We are not liable for the loss, illness, injury, or death of an animal as checked or carry-on baggage. We are not liable for any loss or expense resulting from your pet or animal being refused passage through any county, state, or territory due to your failure to comply with all Government Laws and restrictions, including furnishing valid health and rabies vaccination certificates when required.

## **RULE 21: FLIGHT DELAYS, CHANGES, CANCELLATIONS, AND AIRCRAFT CHANGES**

### **A. GENERAL RULES.**

1. **Applicability.** The provisions of this Rule 21, other than for Section (G) below, applies to you only if you have a Ticket and a confirmed reserved space on one of our flights and there is a flight delay, flight change, flight diversion, or flight cancellation. If you are a standby guest, your rights are governed by Section (G) of this Rule 21.
2. **Notification.** We will promptly notify you of any delay, change, diversion, or cancellation of your confirmed reserved space as soon as reasonably possible after it is confirmed. However, we not liable for any misstatements or other errors or omissions in connection with providing that information.
3. **Schedules are Subject to Change Without Notice.** Any times shown on Tickets, timetables, published schedules or elsewhere, as well as any aircraft type and similar details reflected on any Tickets or in any of our flight schedules are not guaranteed and are not a part of this contract. We may (i) substitute alternate carriers or aircraft, (ii) delay or cancel flights, and (iii) alter or omit stopping places or connections shown on the Ticket at any time.
4. **Liability.** Except to the extent provided in this Rule 21, we are not liable for failing to operate any flight according to schedule, or for any change in flight schedule, with or without notice to you.

### **B. DEFINITIONS.** For this Rule 21, the following terms have the meaning indicated below:

1. **Connecting Carrier(s)** means the carrier or combination of carriers on whose flight(s) you originally held or hold confirmed reserved space from a Connecting Point to a destination, next Stopover or Connecting Point.
2. **Connecting Point** means a point to which on one Ticket you hold or held confirmed reserved space on one carrier, and out of which you hold or held confirmed reserved space on the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations from the delivering carrier.
3. **Delivering Carrier** means the carrier on whose flight you hold or held confirmed reserved space to a Connecting Point.
4. **Force Majeure Event** means any of the following situations:
  - a. Any condition beyond our control including, but not limited to meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either

actual, anticipated, threatened, or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition.

- b. Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting Hawaiian's services.
  - c. Any Government Law, demand, or requirement.
  - d. Any shortage of labor, fuel, or facilities of Hawaiian or others.
  - e. Damage to our Aircraft or equipment caused by another party.
  - f. Any emergency requiring immediate care or protection for a person or property.
  - g. Any event not reasonably foreseen, anticipated, or predicted by Hawaiian.
5. **Misconnection** occurs at a Connecting Point when as part of a single Ticket for confirmed reserved space, the Delivering Carrier was unable to deliver you to the Connecting Point in time to connect with the Connecting Carrier.

NOTE: The same rules apply at any subsequent point(s) of Misconnection as apply at the point of the original Misconnection.

6. **Irregular Operations** means any of the following irregularities:

- a. Delay in scheduled departure or arrival of a carrier's flight resulting in a Misconnection;
- b. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight;
- c. Substitution of an aircraft type that provides a different class of service;
- d. Schedule changes which result in your reroute at the departure time of the original flight; or
- e. Cancellation of a reservation pursuant to Rule 4: Cancellation of Reservations.

C. **IRREGULAR OPERATIONS.** The following rules apply to any Irregular Operation:

- 1. **Liability.** Except as provided by law, we are not liable for any Irregular Operations.
- 2. **Delay, Misconnection or Cancellation.** When your Ticket is affected by any delay, Misconnection or cancellation caused by Hawaiian, we will take one the following actions:
  - a. we will transport you, subject to availability and without Stopover, to your destination, next Stopover point, or transfer point shown on our portion of your Ticket, in the same class of service, at no additional cost to you;
  - b. in our sole discretion, we may arrange for you to travel on another carrier; or
  - c. we will refund you in accordance with Rule 24: Refunds.

NOTE: A cancellation caused by Hawaiian means (i) that a particular flight number for which you have a ticketed reservation is removed from our schedule or will not operate on one or more dates and (ii) we are unable to confirm you on an alternate flight(s) scheduled to depart within two hours before or after your originally scheduled departure time and arrive within two hours

before or after your originally scheduled arrival time. In this event, the receipt of a refund in lieu of travel credit is in your sole discretion if you refuse to be rebooked on another flight.

NOTE: If we are unable to transport you in the same class of service as provided in Section (C)(2)(A) of this Rule 21, we will provide a refund of the difference in fare. See Rule 24(C)(1).

NOTE: In the event you miss a flight on a Connecting Carrier on which space is reserved because the Delivering Carrier did not operate its flight as scheduled due to Irregular Operations or cancellation of its flight, the Delivering Carrier is responsible to arrange for your carriage or to make a refund.

- D. FORCE MAJEURE EVENT.** In the event of a Force Majeure Event, we may cancel, terminate, divert, postpone, or delay any flight, right of carriage, or reservations (whether or not confirmed) without any prior notice to you and determine if any departure or landing should be made, without any liability to Hawaiian. We may re-accommodate you on another available Hawaiian flight or on another carrier or combination of carriers, or may refund any unused portions of your Ticket in the form of a travel certificate.
- E. AMENITIES AND SERVICES FOR DELAYED GUESTS.** Subject to the exceptions listed in Section (E)(5) below of this Rule 21, we will provide certain amenities to you as follows in the event of a lengthy delay caused by us:
- 1. Hotel Rooms.** If (i) the delay is expected to exceed 3 hours and extend into the period 10:00 pm through 6:00 am, and (ii) no scheduled alternate transportation is available to your destination or Stopover point, we will provide one-night's lodging at an accommodation we select, provided, however, that we will not provide lodging for you if you reside in the city where the delay occurs.
  - 2. Meals.** We will provide you with one meal voucher if the delay will extend beyond three (3) hours. No alcoholic beverages will be provided to any guests.
  - 3. Ground Transportation.** When lodging is provided to you in accordance with Section (E)(1) above of this Rule 21 and ground transportation is not furnished by the hotel, then, if available, we will provide ground transportation to the place of lodging or reimburse you for reasonable transportation expenses when accompanied by a receipt. Where ground transportation has been offered but not accepted by you for whatever reason, we are not liable to reimburse you for expenses relating to alternative ground transportation secured by you.
  - 4. Alternatively.** We may provide you with a travel credit in lieu of any of the above. Your acceptance of a travel credit indicates your waiver of any of the above amenities. Travel credit (i) will be valid for travel only on Hawaiian within 365 days of the date of issue, (ii) will apply only to online transportation via Hawaiian, (iii) may not be endorsed to or accepted by any other carrier, and (iv) is not refundable, nor saleable, transferable, or assignable by you.

## 5. Exceptions.

- a. **Force Majeure Event or Weather.** The provision of the above amenities does not apply when a flight is delayed because of a Force Majeure Event or because of weather conditions, unless:
  - i. You are deplaned by us at a point other than your Connecting Point, destination, or point of origin;
  - ii. Your onward transportation on us is delayed or cancelled at a Connecting Point intermediate to your destination; or
  - iii. In our sole discretion, we believe that special circumstances require the provision of such amenities (e.g. for unaccompanied children, elderly persons, invalids, and incapacitated and/or ill guests, and qualified individuals with a disability, to maintain the safety, health and welfare of such guests).
- b. **You Accept the Delay Risk.** We will not provide any of the above amenities, when a Hawaiian flight is delayed, cancelled, or diverted in a situation where you elected to fly after being informed prior to boarding that environmental conditions at the airport of destination will be such that, at the time of arrival of your flight, the airport may be closed, or that weather conditions may cause your flight to be diverted. If (i) you hold a confirmed reserved space and (ii) while at the airport, and after being informed of the above risk, you elect not to travel, we will provide you ground transportation from the airport, back to your residence or hotel only. No other amenities will be provided.

NOTE: If you are at a Connecting Point and Hawaiian is the Connecting Carrier, we will provide you with the above amenities, whether (i) you elect to remain at the Connecting Point or (ii) you elect to travel and are landed at a point other than your final destination or Stopover point.

- F. CONTINGENCY PLAN FOR LENGTHY TARMAC DELAYS.** We are committed to providing our customers with a service quality and on-time performance level that ranks among the highest in the industry. The impact of weather, air traffic flow control, airport operations, and safety factors have occasionally caused tarmac delays. We have adopted detailed plans to manage and minimize lengthy tarmac delays, while providing a safe and pleasant travel experience to our customers. A copy of our Contingency Plan for Lengthy Tarmac Delays can be found at <https://www.hawaiianairlines.com/legal/tarmac-delays>.

## G. STANDBY GUESTS.

1. **Liability.** Except to the extent provided in Section (G)(2) below of this Rule 21, we are not liable for failing to operate any flight according to schedule, or for any change in flight schedule, with or without notice to you.
2. **Your Options.** Whenever we fail to operate any flight according to schedule or change the schedule of any flight, we will, at your request, either:
  - a. transport you on another of our flights on which space is available; or
  - b. refund you an amount determined in accordance with Rule 24: Refunds upon surrender of the unused portion of your Ticket.

## **RULE 22: DENIED BOARDING AND COMPENSATION DUE TO OVERSALES**

If we are unable to provide you with your previously confirmed reserved space due to an oversold flight, the following provisions apply:

- A. WE WILL MAKE A REQUEST FOR VOLUNTEERS.** In the case of an oversold flight (more guests hold confirmed reserved spaces than there are seats available), we will first request guest volunteers who are willing to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount determined by us in our sole discretion. If you are specifically asked to voluntarily relinquish your seat and refuse, we will not later deny you boarding unless you were specifically informed at the time you were asked to volunteer (i) that there was a chance that you would be denied boarding involuntarily and (ii) of the amount of compensation to which you have been entitled in that event. The request for volunteers and the selection of any persons to be denied space will be in a manner determined by us in our sole discretion.

NOTE: In exchange for voluntarily relinquishing your confirmed reserved space, we will compensate you with the agreed upon compensation. Any travel credit will be valid for travel on Hawaiian within 365 days from the date of issue and (i) will apply only to online transportation via Hawaiian, (ii) may not be endorsed to or accepted by any other carrier, and (iii) will not be refundable to, or saleable, transferable, or assignable by the guest.

- B. BOARDING PRIORITIES ON AN OVERSOLD FLIGHT.** When a flight is oversold, we will not deny you boarding against your will until we first ask for volunteers who will give up their reservations willingly, in exchange for compensation as provided in Section (A) above of this Rule 22. If there are not enough volunteers, you and other guests may be denied boarding involuntarily, in accordance with our boarding priority.
1. Generally, all guests holding seat assignments will be boarded. The priority of guests who are not holding seat assignment and, if necessary, other guests may be determined based on a guest's fare class, itinerary, status of frequent flyer program membership, and the time in which the guest presents him/herself for check in without an advanced seat assignment.
  2. Guests who are qualified individuals with a disability, minors under the age of 18 years who are traveling alone and Unaccompanied Minors, will be the last to be involuntarily denied boarding if it is determined by us in our sole discretion that such denial of boarding would constitute a hardship.
- C. TRANSPORTATION FOR GUESTS DENIED BOARDING.** When we are unable to provide your previously confirmed reserved space due to an oversold flight, we will provide you with alternate transportation in accordance with the following provisions:
1. We will transport you without Stopover on our next flight on which space is available at no additional cost to you, regardless of the class of service.
  2. If space is available on another Carrier's flight regardless of class of service, such flights may be used upon Hawaiian's sole discretion and the guest's request at no additional cost to the guest only if such flight provides an earlier arrival than the Hawaiian flight offered in Section (C)(1) above of this Rule 22.
- D. COMPENSATION FOR INVOLUNTARY DENIED BOARDING.** In addition to providing transportation as described in Section (C) above of this Rule 22, when you are involuntarily

denied boarding from an oversold flight, we will compensate you for our failure to transport you on that flight subject to and in accordance with the provisions below:

**1. Conditions for Payment of Compensation.**

- a. You Meet All Requirements. You must be holding a Ticket for confirmed reserved space and must have presented yourself for carriage at the appropriate time and place, having complied fully with our requirements for ticketing, check in, and reconfirmation procedures, and having met all the requirements for acceptance for transportation published in this Contract of Carriage.
- b. You Have Been Denied Boarding Involuntarily. The flight for which you hold confirmed reserved space is unable to accommodate you and departs without you, and you have not voluntarily given up your reservation in exchange for compensation in accordance with Section (A) of this Rule 22.
- c. Exceptions to Compensation. You will not be eligible for compensation in each of the following cases:
  - i. The flight on which you hold confirmed reserved space is unable to accommodate you (1) because of any government requisition of space or (2) because we substitute any aircraft with another aircraft of lesser capacity when required by operational or safety reasons.
  - ii. We have cancelled your reservation in accordance with Rule 4: Cancellation of Reservations.
  - iii. You are accommodated on comparable air transportation, or other transportation scheduled to arrive at your next Stopover or, if none, initial destination within one (1) hour after the scheduled arrival time of your original flight or flights.
  - iv. You are offered accommodations or are seated in a section of the aircraft other than that specified on your Ticket at no extra charge, except that if you are seated in a section with a lower available fare, you shall be entitled to a refund for the difference between your original fare and the lower applicable fare.

**2. Amount of Compensation.** If you are traveling in interstate transportation between points within the USA and meet the satisfy all the conditions of Section (D)(1) of this Rule 22, you are entitled to the following compensation based on the length of your delay:

- a. Not Later Than One Hour. If we offer you alternate transportation that is planned to arrive at your destination or first Stopover not later than one hour after the planned arrival time of your original flight, you are not entitled to any compensation.
- b. More Than One Hour but Less Than Two Hours. If we offer you alternate transportation that is planned to arrive at your destination or first Stopover more than one hour but less than two hours after the planned arrival time your original flight we will pay you 200% of the one-way fare to your destination or first Stopover, with a maximum of \$775.
- c. More Than Two Hours. If we offer you alternate transportation that is planned to arrive at your destination or first Stopover more than two hours after the planned arrival time

your original flight we will pay you 400% of the one-way fare to your destination or first Stopover, with a maximum of \$1,550.

Summary Denied Boarding Compensation (see rules above)	
0 to 1-hour arrival delay	No compensation
1 to 2-hour arrival delay	200% of one-way fare, not to exceed \$775
Over 2 hours arrival delay	400% of one-way fare, not to exceed \$1,550

NOTE: In addition to the denied boarding compensation for involuntarily denied boarding as specified in this Rule 22, we will refund all unused ancillary fees for optional services you paid for if you are voluntarily or involuntarily denied boarding. However, we will not refund any ancillary fees for services that are provided as part of your alternate transportation.

NOTE: At your option, we may compensate you with a travel credit valid for transportation on Hawaiian instead of monetary compensation. Any travel credit will be equal to or greater than any monetary compensation due. Travel credits are nontransferable, have no refund value, and are subject to reroute and reissue by Hawaiian only.

#### **RULE 23: REROUTING**

**A. GENERAL RULE.** Unless the fare you purchased does not allow for reroute, we will reroute you at your request upon the following terms and conditions when you (i) provide us with your unused Ticket or remaining unused portion of your Ticket and (ii) pay any applicable fees, charges, and fare differentials relating to rerouting you.

#### **B. SPECIAL RULES**

1. Unless provided otherwise in accordance with Rule 21: Flight Delays, Changes, Cancellations, and Aircraft Changes, the fare and charges applicable to your requested rerouting or change in your ultimate destination made prior to your arrival at your ultimate destination named on the original Ticket, will be the fare and charges that would have been applicable had the original Ticket designated the routing and/or ultimate destination of the new revised Ticket. Any difference between the fare and charges applicable to the new revised Ticket and the fare and charges applicable to the original Ticket issued to the guest will be collected from or refunded to the guest, as the case may be.
2. Notwithstanding the provisions of this Rule 23, we will not accept for any purposes under this Rule 23, any guest Tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations ("Defaulting Carrier"). However, Tickets issued by the Defaulting Carrier or its sales agent prior to the default will be accepted solely for transportation over the lines of Hawaiian provided that the Tickets were issued by the Defaulting Carrier in its capacity as agent for Hawaiian and specified transportation via Hawaiian. When Tickets are accepted, no adjustments in fare will be made that would require us to refund money to you.
3. We shall have no obligation to honor another carrier's Ticket that does not reflect a confirmed reserved space on Hawaiian. However, in this event, we may accept the other

carrier's ticket for travel as stated or reroute you only over our own lines between the points named on the original Ticket.

#### **RULE 24: REFUNDS**

**A. INVOLUNTARY REFUNDS.** We will refund you as follows when (i) you refuse, or we refuse to allow you, to travel for reasons relating to Rule 12: Acceptance of Children and Infants, Rule 13: Refusal to Transport and Rule 21: Flight Delays, Changes, Cancellations, and Aircraft Changes, (ii) you surrender the unused portion of your Ticket to us, and (iii) the reason for you not traveling is through no fault of your own.

- 1. Involuntary Refund Ticket is Unused.** If no portion of your Ticket has been used, you are entitled to a refund of an amount equal to the fare and charges applicable to the original Ticket issued to you.
- 2. Involuntary Refund Ticket Partially Used.** If a portion of your Ticket has been used, you are entitled to a refund of an amount equal to the difference between (i) the fare and charges applicable to the original issued Ticket and (ii) the fare and charges applicable to the used portion of the Ticket.

**EXCEPTION 1:** We will not provide a refund as follows:

<b>When the destination designated on the guest's ticket is:</b>	<b>and the flight on which the guest is being transported terminates at</b>
SFO	OAK
OAK	SFO
SFO	SJC
SJC	SFO

**EXCEPTION 2.** We will not accept for refund any guest Tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations.

#### **B. VOLUNTARY REFUNDS – REFUNDABLE TICKETS**

- 1. General Rule.** For Tickets eligible for refund, upon your surrender of the unused or voided portion of a Ticket, we will refund you in accordance with the following terms and conditions:
  - a. Hawaiian Issued Tickets Only.** Ticket must have been issued on Hawaiian Ticket Stock. The term “Hawaiian Ticket Stock” means Tickets which are identified with Hawaiian’s carrier code (173) as part of the Ticket serial number.
  - b. Amount of Refund.**
    - i. Ticket Not Used.** If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges applicable to the original Ticket issued to you.
    - ii. Ticket Partially Used.** If a portion of the Ticket has been used, the refund will be an amount equal to the difference between (i) the fare and charges applicable to

the original issued Ticket and (ii) the fare and charges applicable to the used portion of the Ticket.

- c. Time Limit for Refunds. No refunds for any Tickets surrendered to us after 12 months of the original issue date of the Ticket.
- d. Service Fees. Unless (i) you elect to accept a refund in the form of a travel credit valid for one year from the date of issue or (ii) the ticketed fare states otherwise in its terms and conditions, you will be assessed the following service fee on any refunded Ticket as follows:
  - i. If the refunded Ticket was for travel wholly within the State of Hawaii: \$25.00.
  - ii. If the refunded Ticket was for travel wholly within the Continental USA: \$100.00.
  - iii. If the refunded Ticket was for travel between the State of Hawaii and the Continental USA: \$100.00.

NOTE: No service fees will be withheld from any refunded Military and government fares.

- e. Time to Issue Refunds. Upon meeting the above requirements, we will issue refunds for eligible Tickets within seven (7) business days for credit card purchases and twenty (20) business days for purchases made with cash, check, or other forms of payment.
- 2. Person to Whom Refund is Made.** We will make a refund in accordance with this Rule 24 to the purchaser of the Ticket except for purchases as made as follows:
- a. Under a Universal Air Travel Plan: The refund will be made to the subscriber against whose account the Ticket was charged.
  - b. Against a Transportation Request, issued by a government agency, other than a U.S. Government Agency: The refund will be made to the government agency, which issued the Transportation Request.
  - c. Against a U.S. Government Transportation Request: The refund will be made to the U.S. Government Agency which issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States."
  - d. Tickets issued against a credit card: The refund will be made to the account of the person to whom such credit card has been issued.
  - e. Tickets issued via cash payment: When cash is the acceptable form of payment by Hawaiian, the ticket will be refunded by a check payment to whom delivered such cash payment.
  - f. Tickets purchased through a travel agency or as part of a travel package: If a refund is authorized, the travel agency that issued the tickets will process the applicable refund to the ticketed customer.
- 3. Exception.** Notwithstanding the provisions of this Rule 24, we will not accept for any purposes under this rule, any Tickets or related transportation documents issued by any other carrier that is in substantial default of its interline obligations.

### **C. OTHER REFUNDS**

- 1. **Change in Paid-For Class of Service.** If you paid for an Extra Comfort seat and you are moved to an Economy Seat, we will refund the Extra Comfort fee you paid. If you paid for a

first-class upgrade and were downgraded, we will refund you the first-class upgrade fee you paid. If you paid for a first-class seat and were downgraded, we will refund you the difference between the fare you paid and the applicable economy fare if there is a fare difference.

## **RULE 25: CUSTOMER RELATIONS**

**A. GENERAL RULE.** Customer compliments and complaints may be made by email or mail to the following:

- **If by Email, through our Website portal located at:**  
<https://www.hawaiianairlines.com/contact-us/email>.

- **Mailing address:**

Consumer Affairs Office  
Hawaiian Airlines, Inc.  
P.O. Box 30008  
Honolulu, HI 96820

**B. TIME LIMITATIONS.** We will not take any action on any complaint seeking restitution unless you have provided notice in writing to our *Consumer Affairs Office* not later than two (2) years after the event occurred for which you are seeking restitution. However, your failure to meet the notice requirement above may be excused if you can show good cause for your failure to bring your claim within the two-year notice period.

**C. ADDITIONAL INFORMATION REQUEST NOTICE.** In any case where you do not provide sufficient information or documentation for us to resolve the issue, we will notify you of what further information or documentation is needed. In this case, we will not take any further action to investigate and resolve the issue until you provide the requested information or documentation. Your obligation to provide the requested information or documentation is subject to the limitations in Section (B) above of this Rule 25.

**D. COMPENSATION SETTLEMENTS.** If we determine that you are owed any compensation, then we will pay that compensation to you, whether you are the actual purchaser of the Ticket or not. The form of compensation will be determined by us, subject to any limitation set forth in this Contract of Carriage, or as provided by law. If you are unable to claim your compensation settlement due to death or illness, the compensation settlement will be issued: (i) to the person you designate in writing; (ii) in the event of death, to the person designated in your Will; or (iii) in the absence of (i) or (ii), as otherwise determined by a court of law. If the recipient of any compensation is under the age of 12 years, the compensation will be issued to an appointed guardian of the child.

NOTE: Some complaints, e.g. those relating to a refund or baggage issue, may be directed to the appropriate internal department for a determination and response. If we direct your complaint to another department, we will notify you in writing that we have done so.

**E. RESPONSIVENESS.** Hawaiian is dedicated to resolving your complaints expediently. If we receive a complaint, we will acknowledge the complaint and respond substantively to it within thirty (30) days.