

Terms and Conditions PartnerPlusBenefit

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1. Participation Terms

The PartnerPlusBenefit corporate bonus programme rewards your loyalty as a corporate client. On all business flights, you will collect BenefitPoints which can be redeemed in return for attractive awards. Deutsche Lufthansa Aktiengesellschaft ("Lufthansa") is your contractual partner and issuer of PartnerPlusBenefit. Members of the PartnerPlusBenefit bonus programme will receive BenefitPoints from Lufthansa and PartnerPlusBenefit partners, which can be redeemed in return for certain awards in accordance with the present Participation Terms. If you also participate in the Miles & More frequent traveller programme, you can also collect miles for Miles & More on your flights at the same time.

Collection and redemption of BenefitPoints, as well as implementation of PartnerPlusBenefit in general, will be governed by the terms set out below. Special provisions can be found in the PartnerPlusBenefit Internet page www.partnerplusbenefit.com.

Lufthansa's PartnerPlusBenefit corporate bonus programme is a voluntary Lufthansa service.

2. Participation

2.1. Eligibility

The following parties are eligible to participate in the Lufthansa PartnerPlusBenefit corporate bonus programme.

- 2.1.1 Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates companies, their subsidiaries, and foreign companies' branches established in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates, buying their tickets in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates.
- 2.1.2 Business establishments, i.e. natural or legal persons and partnerships that purchase flight tickets for their commercial activities. Law firms and tax consulting firms, medical practices and other self-employed professionals (e.g. architects, management consultants, engineering offices, etc.) who purchase flight tickets for purposes associated with their professional activities, and
- 2.1.3 Registered associations or associations with legal capacity and corporate bodies (eg. Associations, chambers, churches and political parties, etc.) to the extent that they purchase flight tickets for the fulfilment of their purpose, unless contrary to Section 2.2.

All parties eligible to participate in the programme will hereinafter be referred to as "Members".

2.2. Ineligibility

The following parties are not eligible to participate in the Lufthansa PartnerPlusBenefit corporate bonus programme:

- 2.2.1 The parties specified in Section 2.1, to the extent that they are acting as private individuals, i.e. for purposes that are attributable neither to their commercial nor to their self-employed professional function
- 2.2.2 The parties specified in Section 2.1, if they are already participating in other corporate promotion programmes or incentive models offered by Lufthansa, such as PartnerPlus Progress, or have been offered the chance to participate in a corporate promotion programme or incentive model but have declined such offer, unless their participation has been expressly approved in writing by Lufthansa;
- 2.2.3 The parties specified in Section 2.1, if an affiliated company (including without limitation, a majority shareholder company) is already participating in other corporate promotion programmes or incentive models offered by Lufthansa, such as PartnerPlus Progress, or has been offered the chance to participate in a corporate promotion programme or incentive model but has declined such offer, unless their participation has been expressly approved in writing by Lufthansa;

2.2.4 The parties specified in section 2.1 if an affiliated company (especially an affiliate which holds a controlling interest in the participating company or an affiliate in which the participating company holds a controlling interest) is already participating in PartnerPlusBenefit, unless their participation has explicitly been approved by Lufthansa;

2.2.5 The parties specified in Section 2.1 to the extent that they offer to purchase flight tickets as a service or to arrange the purchase of flight tickets - regardless of whether or not they receive a remuneration for their service -, including without limitation, travel agencies (in particular IATA and non-IATA travel agencies, consolidators), tour operators, persons acting as purchasing agents for various companies and other tour organizers (in particular companies providing supporting services, for example, within the framework of exchange programmes, and cruise companies

2.2.6 Partnerships which have been set up for the purpose of acquiring BenefitPoints.

2.3. Commencement of Participation and Conclusion of the Contract

Eligible parties may only participate in the programme after full registration for participation on the Lufthansa PartnerPlusBenefit website (www.partnerplusbenefit.com). There is no legal entitlement to participate in the programme. After registering via the Internet, a BenefitPoint account will be set up for the Member; the BenefitPoints collected by all the Member's employees will be credited to this account. The registration date will automatically be set to the first of the current month. After successful registration, the Member will receive an e-mail confirming registration, as well as the username selected by the Member when registering and a password for log-in to the BenefitPoint account by separate e-mail. The contract concerning participation in the PartnerPlusBenefit corporate bonus programme will come into effect after successful registration and filling out the self-declaration form and sent it to the PartnerPlusBenefit service center.

2.4. Password and PIN

At registration for the programme, the Member will be sent a password for personal identification (e.g. in order to request awards and to view the online account balance). For additional security when booking awards, the Member can also set up a personal PIN on www.partnerplusbenefit.com. To prevent abuse, the Member must ensure that the password and PIN remain unknown to unauthorized third parties. If abuse is suspected, the PartnerPlusBenefit Service Center must be notified immediately. If notification is culpably omitted or delayed, Lufthansa's liability for losses incurred until such notification is received shall be limited to cases of wilful intent and gross negligence. In cases of slight negligence, liability for loss of life, injury to limb or health shall be unlimited. In the event of slightly negligent breach of material contractual duties, liability shall be limited to property and financial losses typically attributable to such negligence in the amount of the foreseeable, typically occurring losses.

Material duties shall be defined as such duties that must be complied with in the first place in order to permit correct performance of the contract, breach of which being detrimental to achievement of the contractual purpose, and compliance with which the Member being generally able to rely on. All further liability for damages shall be excluded, except for claims based on product liability law. The same shall also be applicable with regard to liability of vicarious agents, taking into account the Member's possible contributory negligence.

2.5. End of participation

In order to end participation in the Lufthansa PartnerPlusBenefit corporate bonus programme, the Member must log in into the BenefitPoint account on www.partnerplusbenefit.com with their password and then deregister from further participation via the "Resign" button on the T&C page of the programme. Participation in the PartnerPlusBenefit corporate bonus programme can only be cancelled with effect as at the end of the month. If Membership is cancelled in the course of a month, the date of deregistration ("deregistration date") will automatically be set at the

last day of the current month.

If Membership is cancelled, the Member will be entitled to redeem hitherto collected BenefitPoints for up to six months subsequent to the deregistration date. For this purpose, deregistered Members will continue to be granted access to their BenefitPoint accounts during the relevant period. Subsequent to expiration of the six-month period all BenefitPoints not yet redeemed will lapse. Furthermore, the username will no longer be able to be used for new registration with Lufthansa PartnerPlusBenefit.

2.6. Term of Participation

Participation in PartnerPlusBenefit may generally continue for an indefinite term - subject to the conditions stipulated in Section 5, notably, termination by Lufthansa of the programme as specified in Section 5.3. If a Member is still yet to fill out the self declaration form 12 months after registration with PartnerPlusBenefit and receipt of their password, Lufthansa will be entitled to cancel the Member's participation in PartnerPlusBenefit after informing the Member accordingly by e-mail at the address specified by the Member at registration. Participation will not be cancelled by Lufthansa if, within four weeks of receiving the aforementioned notification from Lufthansa, the Member logs in into their BenefitPoint account under www.partnerplusbenefit.com.

3. BenefitPoints

3.1. General

The BenefitPoint is the calculation unit in the PartnerPlusBenefit programme. Acquisition (also called "collection") and redemption will be determined in accordance with the following provisions:

3.2. Collecting BenefitPoints

BenefitPoints can only be collected after the Member has sent the self declaration form to the PartnerPlusBenefit service center with the password provided subsequent to registration into their BenefitPoint account.

3.2.1. Business flights

A Member or their permanent employees will generally only be able to acquire BenefitPoints if the flight in each case is for business purposes. This means that the Member or their permanent employees will only be able to collect BenefitPoints if the flight in each case is taken by the following parties:

- A party eligible under Section 2.1.1 in exercise of its commercial function
- A party eligible under Section 2.1.2 in exercise of its self-employed function
- A party eligible under Section 2.1.3 in fulfilment of its purpose.

Flights taken by third parties, especially individuals who are not permanent employees of the Member, do not qualify for acquisition of BenefitPoints.

3.2.2. Tickets purchased in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq and United Arab Emirates.

BenefitPoints can be collected solely for flights for which tickets have been purchased in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates. A ticket is deemed to have been purchased in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates if it is purchased in the territory of Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates on the Internet via www.lufthansa.com, stating a billing address in Bahrain, Iran Islamic Republic, Kuwait, Oman, Qatar, Saudi Arabia, Iraq or United Arab Emirates.

3.2.3. Flights with Lufthansa and PartnerPlusBenefit partner airlines

BenefitPoints can be collected solely for flights with Lufthansa aircraft or aircraft operated by the respective PartnerPlusBenefit partner airlines and identified by Lufthansa flight numbers or flight numbers of the applicable PartnerPlusBenefit partner airlines. The BenefitPoints will be credited to the BenefitPoint account for each flight segment actually travelled on a fully-paid regular flight, subject to the arrangements under Section 3.2.5 (low-cost booking classes and special rates and terms). A flight segment is deemed to have been travelled if the Member has actually been carried from their point of departure to their destination.

In addition to Lufthansa the following airlines currently participate in the PartnerPlusBenefit corporate bonus programme: Austrian Airlines, Brussels Airlines and Swiss International Airlines.

United Airlines currently participate in the PartnerPlusBenefit corporate bonus programme in Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, Iraq and United Arab Emirates. The current PartnerPlusBenefit partner airlines are retrievable under “Program/BenefitPartners” on www.partnerplusbenefit.com

Airline Code	Airline
OS	Austrian
<i>including</i>	
OS	Austrian Airlines
VO	Austrian Airlines by Tyrolean
NG	Lauda Air
SN	Brussels Airlines
AC	Air Canada
LH	Lufthansa
<i>including</i>	
	<i>Lufthansa Regional</i>
EN	Air Dolomiti
IQ	Augsburg Airways
4U	Germanwings
CL	Lufthansa Cityline
EW	Eurowings
<i>including</i>	
4U	Germanwings
LX	SWISS
<i>including</i>	
LX	Swiss European Air Lines
LX	Swiss International Air Lines
LX	SWISS operated by PrivatAir
LX	Swiss operated by -
	2L(Helvetic) 2L*LX with 3digit Flight number and WK(Edelweiss) WK*LX with 3 digit LX flight number only.
UA	United Airlines
<i>including</i>	
UA	United Express**

** On United Express flights PlusPoints can only be collected.

The number of BenefitPoints accrued per route depends, notably, on the booking class in each case and is

stated by Lufthansa and the PartnerPlusBenefit partner airlines. The respective number of BenefitPoints that can be accrued per route and booking class is determined by the BenefitPoints collection overview applicable at the time of flight date, retrievable on www.partnerplusbenefit.com under "BenefitPoints" account/Earn Points ("BenefitPoints Collection Overview").

BenefitPoints can currently be collected in the following booking classes:

	First Class	Business Class	Business Discounted	Economy Premium	Economy Class	Economy Discounted	Economy Promo
Lufthansa / LH	A, F	C, J	D, P, Z	E, G, N	B, Y	H, M, Q, U, V, W	K, L, S, T
Air Canada / AC		C, J	D, P, Z	A, E, O	B, Y	G, H, M, Q, U, V, W	K, L, S, T
Air Dolomiti / EN		C, J	D, P, Z		B, Y	H, M, Q, U, V, W	K, L, S, T
Austrian Airlines / OS		C, J	D, P, Z	E, G, N	B, Y	H, M, Q, U, V, W	K, L, S, T
Brussels Airlines / SN		C, J	D, P, Z	E, G, N	B, Y	H, M, Q, U, V, W	K, L, S, T
Eurowings / EW		J	D	E, N	B, I, Y	H, M	G, K, L, Q, S, T, W, X
Swiss International Air Lines / LX	A, F	C, J	D, P, Z	E, G, N	B, Y	H, M, Q, U, V, W	K, L, S, T
United Airlines / UA		C, J	D, P, Z	A, O, R	B, Y	H, M, Q, U, V, W	K, L, S, T

If you book a 'Business Upgrade to Europe' with Swiss International Airlines (Upgrade to booking class I in Business Class), the reference booking class for collecting BenefitPoints is the original Economy Class.

3.2.4. Other BenefitPoints Collection Options

Other BenefitPoints collection options and their conditions will be published separately in PartnerPlusBenefit communications. Special limited-term offers do not create any continuation entitlement against Lufthansa.

3.2.5. Exclusion of BenefitPoints Collection

BenefitPoints cannot be collected in the following low-cost booking classes and on the following routes:

	No points collectable on booking classes	No points collectable on routes
Lufthansa / LH	I, O, R, X	
Air Canada / AC	F, I, N, R, X	
Air Dolomiti / EN	A, E, F, G, I, N, O, R, X	
Austrian Airlines / OS	A, F, I, O, R, X	
Brussels Airlines / SN	A, F, I, O, R, X	
Eurowings / EW	A, C, F, O, P, R, U, V, Z	
Swiss International Air Lines / LX	I, O, R, X	
United Airlines / UA	E, F, G, I, N, X	US - US

In addition to the above-mentioned booking classes, collection of BenefitPoints is also ruled out for flights at

industry discount rates (ID, IP, AD, GE, UD, DG, PEPs etc.), as well as for award services, child and youth fares, free flights, upgrades and services for which Members receive benefits from other Lufthansa promotional programmes or incentive models like for example, PartnerPlus Progress.

3.2.6. Capture of Routes Flown

3.2.6.1. Automatic Capture via Storage of Credit Card Details

BenefitPoints are automatically credited to the BenefitPoints account if credit-/payment card numbers, which have been initially stored for the capture of flights in PartnerPlusBenefit, are used to pay for flights (in accordance with Section 3.2.3). Credit-/payment card numbers are stored and used exclusively for the purpose of capturing flights to credit BenefitPoints.

Lufthansa will credit 400 BenefitPoints to the Member's BenefitPoints account when credit card data is entered into PartnerPlusBenefit for the first time. There will be no further bonus for subsequent credit card entries.

The Member must enter all credit card details once in the PartnerPlusBenefit programme under "BenefitPoints account/Credit card/Credit card entry"; they must also be updated there if credit card numbers change. If individual credit card numbers are no longer used to capture flights within the framework of PartnerPlusBenefit, the credit card numbers concerned can only be deleted from PartnerPlusBenefit at month-end. If a credit card number is deleted from PartnerPlusBenefit in the course of a month, all BenefitPoints for flights booked via this credit card and actually flown will be credited to the BenefitPoints account up to the last day of that month.

Credit card numbers can be entered in the PartnerPlusBenefit programme for up to a maximum of 12 months subsequent to the date of flight occurrence. The number of BenefitPoints per route will be in accordance with the BenefitPoints Collection Overview (see Section 3.2.3) applicable at the time of flying the route, in each case. BenefitPoints will generally be credited to the Member's account approx. 10 - 12 weeks subsequent to the date of flight occurrence, provided the credit card details have been stored in PartnerPlusBenefit. If the ticket in question was issued by a non-PartnerPlusBenefit partner airline, the PartnerPlusBenefit partner airline coupon contained in the ticket must be entered under the heading "BenefitPoints account/Flight tickets/Ticket number entry". The precondition for points collection is that the flight date is subsequent to the date of PartnerPlusBenefit registration.

3.2.6.2. Manual Capture via Ticket Number Entry

If no credit card details have been stored in PartnerPlusBenefit, for capture of flight details the ticket numbers must be entered manually into the BenefitPoints account. BenefitPoints for flights which were not automatically tracked can be retroactively accrued by entering the ticket number(s) of a period of 12 months as of the date of flight occurrence. Please click on the menu item "Ticket data/Ticket entry". The number of BenefitPoints per route in each case will be in accordance with the BenefitPoints Collection Overview applicable at the time of flying the route concerned (see Section 3.2.3). BenefitPoints will generally be credited to the BenefitPoints account approx. 10-12 weeks after the date of manual capture on the programme page. The precondition for crediting BenefitPoints is that the flight date in each case is subsequent to the date of registration in PartnerPlusBenefit.

*Please note: If the flight document has been issued by an airline NOT participating in PartnerPlusBenefit, but contains at least one sector with a Benefit Partner Airline, the Benefit Partner

Airline coupon always has to be registered by means of the ticket number entry.

3.2.6.3. Automatic capture of ticket data via Company ID

Eligible tickets issued via a travel agency can also be captured by means of entering a Company ID in the Passenger Name Record. The company ID has to be requested online under "BenefitPoint Account/Company ID" and will be issued within a few working days after submitting the request from the Account in the PartnerPlusBenefit website. Company ID tracking is currently only available for capturing tickets flown on Lufthansa, Austrian Airlines, Brussels Airlines and Swiss International Air Lines. The number of BenefitPoints will be credited automatically in accordance to section 3.2.3 approx. 10-12 weeks after the date of flight.

3.2.6.4. Automatic capture of BenefitPoints for online-bookings initiated on www.partnerplusbenefit.com

After successful login on www.partnerplusbenefit.com, online bookings initiated via www.partnerplusbenefit.com are automatically captured in the BenefitAccount. The number of BenefitPoints will be credited automatically in accordance to section 3.2.3 approx 10-12 weeks after the date of flight. The successful capture of the online booking will be visible in the booking confirmation.

3.3. BenefitPoint Account

Credited BenefitPoints will be shown on the Member's BenefitPoint account. Lufthansa will inform the Member by e-mail of points crediting. Complaints about the current points account must be filed within five weeks after receipt of such e-mail. Subsequent to expiration of this time-limit, the balance of account will be deemed accepted by the Member. Attention will be specifically drawn to this in the e-mail notifying about the BenefitPoints account. The current BenefitPoint balance is retrievable on the programme's website under www.partnerplusbenefit.com by means of the personal username and password. If the BenefitPoint balance is not retrieved, the Member will be reminded three months later by e-mail.

3.4. Redemption of BenefitPoints

3.4.1. General

BenefitPoints can generally be redeemed in return for awards provided the BenefitPoint account shows a corresponding balance in accordance with the following provisions.

The availability of awards may vary depending on the date, season and destination. Individual awards may not be available at certain times. The awards offered at a given time and any special applicable provisions will be posted in the applicable awards list, retrievable on www.partnerplusbenefit.com under "Redeem your BenefitPoints". Awards cannot be combined with certain services at reduced rates (in accordance with Section 3.2.5).

The Member will be free to have awards issued for itself or at its discretion for any of its permanent employees. Lufthansa also permits Members to redeem BenefitPoints at certain, obligatorily selected PartnerPlusBenefit partner airlines and partner companies. Lufthansa will have no direct influence on such companies. Lufthansa will therefore not be responsible for the unrestricted availability of services, such as flights, and proper performance of the contract insofar as BenefitPoints are redeemed with partner companies. The general terms and conditions of business of the respective partner companies will be applicable.

3.4.2. Redeeming BenefitPoints for Business Purposes

Awards obtained in exchange for BenefitPoints must be used exclusively for business purposes. This means that a Member may only redeem BenefitPoints in return for awards if the award in question is used by the following:

- A party eligible itself under Section 2.1.1 or by the party's permanent employees in exercise of the Member's commercial function
- A party eligible itself under Section 2.1.2 or by the Member's permanent employees in exercise of the Member's self-employed function
- A party eligible itself under Section 2.1.3 or by the Member's permanent employees in fulfilment of the Member's purpose.

3.4.3. BenefitFreeFlights

BenefitPoints can also be used for free flights with Lufthansa and the PartnerPlusBenefit partner airlines specified under www.partnerplusbenefit.com under "Redeem your BenefitPoints" on European and intercontinental routes, if available ("BenefitFreeFlights"). Separate BenefitPoints must be expended for each flight segment: A free return flight will require twice the number of points.

Exception : On Swiss, BenefitFreeFlights in First Class are only available for Miles and More-members with HON- or SEN-status.

BenefitFreeFlights with Lufthansa and the PartnerPlusBenefit partner airlines can be booked in the following booking classes:

	Booking class First Class	Booking class Business Class	Booking class Premium Economy Class	Booking class Economy Class
Air Canada / AC		I		X
Eurowings / EW		P		U
Austrian Airlines / OS		I	R	X
Air Dolomiti / EN		I		X
Brussels Airlines / SN		I	R	X
Lufthansa / LH	O	I	R	X
Swiss International Air Lines / LX	O	I	R	X
United Airlines / UA		I		X

The booking classes listed in the table will only be available for certain selected routes and at certain times. If the specified booking classes are not available for certain flight connections, acquisition of BenefitFreeFlights will not stay on Waiting-list. The required BenefitPoints for the BenefitFreeFlight will be deducted from the BenefitPoint account at the time of the booking of the award ticket.

BenefitFreeFlights will always be issued as etix® (electronic tickets).

The advance booking period for etix® BenefitFreeFlights is 72 hours before departure of the outbound flight. BenefitFreeFlight bookings can only be changed if and insofar as a BenefitFreeFlight is available on the new flight. The first change will be free of charge the second change until flight date will be made against

EUR50. Three business days before departure of the outbound flight for etix bookings to the extent permitted by availability and conditions relating to the award flight (the precondition for all changes and cancellations is that the enquiry is made at the PartnerPlusBenefit service Center during their opening hours. Benefit Points for cancelled BenefitFreeFlights which have already been deducted will be re-credited to the Member's Benefit Points account with a fee of 2000points. The re-credited BenefitPoints will retain their original expiry date as specified in Section 3.5. If a BenefitFreeFlight is not cancelled within the specified time-limit, it will not be possible to change the booking and BenefitPoints cannot be recredited. Please note : Rerouting of an award ticket is not permitted.

3.4.4. BenefitUpgrades

BenefitPoints can also be used for upgrades on European routes ("BenefitUpgrade") from Economy Class to Business Class and on Intercontinental routes ("BenefitUpgrade") from Economy Class to Premium Economy Class, from Economy Class to Business Class, from Premium Economy Class to Business Class, from Business Class to First Class, of Lufthansa flights and flights of PartnerPlusBenefit partner airlines as specified under www.partnerplusbenefit.com under "Redeem your BenefitPoints". BenefitUpgrades will not be possible on domestic flights, unless the flights in question are connecting flights for intercontinental flights for which a BenefitUpgrade has been requested. The BenefitPoints for the intercontinental upgrade will not include the domestic upgrade in this case.

BenefitUpgrades with Lufthansa and the PartnerPlusBenefit partner airlines can be booked in the following booking classes:

	Booking class Upgrades to First Class	Booking class Upgrades to Business Class	Booking class Upgrades to Premium Economy
Air Canada / AC		I	N
Austrian Airlines / OS		I	R
Air Dolomiti / EN		I	
Brussels Airlines / SN		I	R
Lufthansa / LH	O	I	R
Swiss International Air Lines / LX	A	I	R
United Airlines / UA		I	NR

The booking classes listed in the table will only be available for certain selected routes and at certain times. If the specified booking classes are not available for certain flight connections, the acquisition of BenefitUpgrades will be ruled out for these connections.

BenefitUpgrade bookings can only be changed if and insofar as a BenefitUpgrade is available on the flight to be changed. BenefitUpgrade bookings, as well as changes and cancellations of BenefitUpgrades can only be made by the PartnerPlusBenefit Service Center and must be made at least 3 working days prior to departure and 5 working days for United Airlines. In the event of cancellation of an upgrade, however, the availability of the original flight in the original booking class can no longer be guaranteed. BenefitPoints for the cancelled BenefitUpgrade which have already been deducted will be re-credited to the Member's BenefitPoint account. The original expiry date as specified in Section 3.5 will be retained for the re-credited BenefitPoints. BenefitPoints cannot be re-credited if a BenefitUpgrade is not cancelled within the specified time-limit.

BenefitUpgrades can only be issued for Economy Class, Premium Economy Class and Business Class tickets booked in booking classes which are entitled for BenefitUpgrade Awards. An overview of booking classes that qualify for upgrades as well as routings which are excluded from upgrades per airline is provided at: BenefitPoint Account => Redeem Points => BenefitUpgrades = Booking class overview.

Each upgrade only applies for one flight route: twice the number of BenefitPoints will be needed to upgrade a return flight. The original ticket must have been issued before booking the BenefitUpgrade; all the flight segments must have been confirmed. The required BenefitPoints will be deducted at the time of booking the upgrade.

Flights upgraded to Premium Economy Class, Business Class and First Class with a BenefitUpgrade are governed by the conditions for Premium Economy Class, Business Class and First Class flights (e.g. minimum duration of stay, baggage regulations, check-in times, use of the lounge, etc.).

3.4.5. BenefitExcessBaggage

BenefitPoints can also be used to take excess baggage. Excess baggage bookings can only be made through the PartnerPlusBenefit Service Center and must be made at least 4 working days before departure.

BenefitExcessBaggage can only be requested for flights operated by Lufthansa with a Lufthansa flight number as well as flights operated by Austrian Airlines with an Austrian Airlines flight number, Swiss flights operated with Swiss flight number and Brussels Airlines flights operated with Brussels Airlines flight number. Flight confirmation is preconditional. It is not sufficient for this that the Member or their permanent employees are on the operating airline's waiting list. The required BenefitPoints will be deducted at the time of booking excess baggage.

With PartnerPlusBenefit, excess baggage bookings can be changed one free and second at eur 50 minimum 3 working days before departure. In the event of a cancellation of excess baggage, the BenefitPoints are non-refundable.

In addition, the following provisions are applicable to BenefitExcessBaggage:

The maximum weight is limited to 32 kg per item of baggage. Details are available at the PartnerPlusBenefit Service Center.

3.4.6. BenefitSeatreservation

BenefitPoints can also be used to book a BenefitSeatReservation in Economy and Premium Economy Class on all flights operated by Lufthansa with Lufthansa flight number and Austrian Airlines with Austrian Airlines flight number, Swiss flights operated with Swiss flight number and Brussels Airlines flights operated with Brussels Airlines flight number - dependent on the chosen fare / the chosen booking.

BenefitSeatreservations are only applicable on confirmed bookings (no waiting list bookings). Advance booking period is not later than 5 working days before departure (during the opening hours of the PartnerPlusBenefit Service Center).

BenefitSeatreservations can be made for standard seats (e.g. window or aisle seat) or for seats with more legroom. Please note that a confirmed seat reservation does not give you a legal claim to a certain seat, but only shows the selected category, e.g. aisle or window seat or seat with more legroom.

Seats with more legroom are distinguished by offering at least 10 cm (4") extra legroom. A number of these seats are located in the emergency exit rows for which apply special conditions:

- You are at least 16 years old.
- You are in a position to perform the required duties without the assistance of a flight attendant, parent or other relative.
- You are willing to assist in the unlikely event of an emergency.
- You are able to read and understand instructions, and comply with crew instructions in the event of an emergency.
- You are not travelling with someone who will be dependent on your assistance in an emergency.
- You do not have a condition or responsibility that might restrict your ability to perform these duties or could lead you to suffer physical injury or harm in the performance of these duties.
- You speak good German or English.
- You are not travelling with a pet in the cabin.

For safety reasons, a Partner Airline is entitled to allocate another seat before departure to passengers who cannot satisfy these requirements.

If you have redeemed BenefitPoints for the seat reservation on the flight that you wish to change, please contact the PartnerPlusBenefit Service Center to try to book you an equivalent seat on your new flight. Please note that BenefitPoints already redeemed for seat reservations cannot be refunded if there are no seats or no equivalent seats available for reservation on the changed flight.

Should you wish to cancel your journey, contact the PartnerPlusBenefit Service Center to refund the redeemed BenefitPoints according to the standard terms and conditions where applicable.

Seat reservations that have already been paid with BenefitPoints for are refundable in the following cases:

- A schedule change by a Partner Airline, e.g. a change to the aircraft type deployed, means that no equivalent seat can be made available to you on the new flight.
- A disruption to your flight means that you must be rebooked on another flight on which no equivalent seat is available for you.

BenefitPoints which have already been deducted will be re-credited to the Member's BenefitPoint account. The original expiry date as specified in Section 3.5 will be restored for the re-credited BenefitPoints.

Paid-for seat reservations cannot be refunded if:

- You cancel your flight and your ticket is non-refundable.
- You receive an upgrade from a Partner Airline for operational reasons or as a gesture of goodwill.
- You change your seat, but the new seat is cheaper than the one you originally booked or is free of charge.
- You do not meet the above-listed conditions for a seat in an emergency exit row.
- You rebook your flight, but there are no longer equivalent seats available on the new flight, seat reservations on the new flight are free of charge or this flight is not operated by a Partner Airline.
- You change your flight and in the process change the routing.

3.4.7. Disbursement of BenefitPoints

If desired by the Member, BenefitPoints can also be disbursed to a credit-card specified in Lufthansa PartnerPlusBenefit. If the Member has selected the automatic credit-card update function (see Section 3.2.6.1), the BenefitPoints can only be disbursed to one of the company credit-cards used for the automatic credit-card update. For disbursement of BenefitPoints, the Member must enter the required number of BenefitPoints to be redeemed on the programme page "BenefitPoint account/Redeem points/BenefitCredit". For system-related reasons, the payment of the BenefitPoints can take upto 1-2 months time. Disbursement can only be requested for sums exceeding at least EUR 250. The amount to be disbursed in Euros will be determined by the ROE applicable at the time of request for disbursement.

3.4.8. Lufthansa WorldShop

BenefitPoints can also be redeemed for non-flight awards consisting of an assortment of products stocked by the retailer Lufthansa WorldShop, subject to availability. A list of articles can be found on www.PartnerPlusBenefit.com under 'BenefitPoints Account'/ 'Redeem BenefitPoints'/ 'WorldShop Awards'. For WorldShop items two delivery options applies - Gate Delivery or Pick-up at WorldShop airport shops in Frankfurt or Munich.

For the different delivery options charges may apply. Please refer to the WorldShop Terms and Conditions. PartnerPlusBenefit cannot be held liable for delays of the deliveries from external providers and Third Parties. WorldShop Awards can only be paid for with BenefitPoints - additional payment in local currencies and EUR is not possible.

The corresponding BenefitPoints are deducted from the Member's BenefitPoints Account when the order is submitted to the Lufthansa WorldShop. The Member will receive an order confirmation to the registered e-mail from the PartnerPlusBenefit Service Centre. WorldShop products redeemed with BenefitPoints can only be returned or exchanged if they are faulty or damaged. For the delivery of WorldShop items the WorldShop Terms and Conditions apply.

3.4.9. Lounge Vouchers

To book your Lounge Pass please contact your PartnerPlusBenefit Service Center 3 working days before the flight date.

3.4.10. Lufthansa FlyNet®

BenefitPoints can also be redeemed for certain non-cash awards under "BenefitPoint account/Redeem BenefitPoints".

Terms and conditions of the provider T-Mobile Hotspot GmbH apply and can be found via a separate Download".

3.4.11. Other awards

Awards can be requested at the Lufthansa PartnerPlusBenefit Service Center by the member or on their behalf, stating the Benefit username.

3.4.12. Award Confirmations

Provided that the requested award is available, the request will be confirmed both in the Member BenefitPoint account on www.partnerplusbenefit.com and by e-mail. In their own interests, Members should immediately check that the content of the confirmation matches their request. The printout of the e-mail serves as confirmation of the booking and should – where applicable – be presented when redeeming the award (e.g. when departing on a BenefitFreeFlight). The required BenefitPoints will be deducted when the confirmation is sent.

Award tickets will only be sent as paper documents if standard electronic storage as etix® is not possible. Tickets for certain traffic areas will be issued exclusively as etix®. Award flight documents will remain valid for 12 months from the date of issue. The validity period of other award documents is specified in the respective PartnerPlusBenefit communications. Issued award documents cannot be transferred to third parties. A reasonable service fee will be charged for re-issue of documents to replace lost or stolen award documents. A service fee will not be charged for documents which are lost in the post during despatch to the Member by Lufthansa, provided that the Member reports the loss without delay to the PartnerPlusBenefit Service Center, at the latest within 5 working days of request of the award.

3.5. Lapse of BenefitPoints

BenefitPoints will remain valid for 36 months as of the date they are credited to the Member's BenefitPoint account. The BenefitPoints will lapse on expiry of this deadline period. The date and number of BenefitPoints which are about to expire in the following three months will be shown separately in the Member's statement of account, which can be retrieved on the programme's Internet pages. Members will be responsible for informing themselves about the date and the number of points in the BenefitPoints account about to expire in future. In addition, Lufthansa will inform the Member voluntarily via e-mail with regard to impending lapse of BenefitPoints and the number of BenefitPoints about to expire in the following three months.

3.6. Transfer of BenefitPoints

Bonus points and credits from programmes other than PartnerPlusBenefit cannot be converted into BenefitPoints or combined with these. The BenefitPoints account and the BenefitPoints balance are not transferable to third parties.

4. Abuse

4.1. Abusive Actions and their Consequences

Anyone who registers with PartnerPlusBenefit and/or acquires BenefitPoints and/or uses these although ineligible for participation (see Section 2.2), shall be deemed guilty of abuse. The same shall also apply to anyone who uses BenefitPoints which have been credited to the BenefitPoint account although not acquired in accordance with the provisions pursuant to Section 3 of the present Terms. If awards are requested by individuals other than those with entitlement in accordance with Section 3.4.9 and/or if the awards are not used for the Member's commercial purposes (relating to eligible parties as determined under Section 2.1.1), for professional purposes (relating to eligible parties as determined under Section 2.1.2) or for fulfilment of the object (relating to eligible parties as determined under Section 2.1.3) (cf. Section 3.4.2), this shall also constitute abuse.

In the event of abuse for which the Member is responsible, Lufthansa or third parties authorized by Lufthansa will, on the one hand, reserve the right to freeze or reclaim awards or to refuse to issue or redeem awards, and, on the other, to deduct the unlawfully collected BenefitPoints from the BenefitPoint account. Section 5 will remain unaffected.

Similarly, the right to assert further claims against the Member, including claims for damages, shall remain unaffected.

4.2. Amount of damages

In respect of the awards "BenefitFreeFlight" and "BenefitExcessBaggage", damages shall be equal to at least a sum in the amount of the rate or fare published for the route used (IATA Published Fare, Lufthansa rate for excess baggage), the sum disbursed being reclaimed in the case of BenefitPoints which have already been disbursed as equivalent value in euros. The Member reserves the right to prove that smaller losses or no losses have actually been incurred.

5. Termination

5.1. Termination, Freeze, Exclusion from Participation

The Member may terminate the contractual relationship at any time effective at month-end (last day of current month) in accordance with Section 2.5, without observing any period of notice. The right to terminate the relationship without notice for good cause shall remain unaffected. Termination by Lufthansa shall only be possible on two weeks' notice effective at month-end (last day of current month), unless termination is without notice for good cause. Lufthansa may terminate membership without notice and may exclude Members from participation in the programme for good cause with future effect.

Good cause shall be shown to exist, in particular, if the Member has acted in serious breach of the present Terms of Participation, of Lufthansa's or a PartnerPlusBenefit partner company's General Terms of Carriage, or of any other PartnerPlusBenefit regulations specified in the programme documents or PartnerPlusBenefit communications. The same shall also apply in cases of abuse pursuant to Section 4, as well as in the event of significant misrepresentations and harassment or harmful conduct towards employees or passengers of Lufthansa or a partner company. The same shall also apply in the event of non-compliance with instructions by personnel, especially on board and in lounges. Further-reaching claims (including without limitation, claims for damages) shall remain unaffected. In these referenced cases, Lufthansa shall also be entitled to freeze the Member's account.

This authority to freeze shall also apply if there is objective reason to suspect good cause, in which case, the account may be frozen for the period necessary to permit reasonable investigation of the circumstances. The Member shall not be entitled to assert any claims on account of such freezing. Renewed participation in PartnerPlusBenefit will not be permitted subsequent to termination by Lufthansa. The present Participation Terms shall continue to apply during wind-up of the relationship following termination.

5.2. Validity of BenefitPoints in the Event of Termination

In the event of ordinary termination by the Member or Lufthansa, the BenefitPoints shall remain valid for a period of six months following receipt of notice of termination, unless they lapse earlier in accordance with Section 2.5. If the relationship is justly terminated without notice by Lufthansa in accordance with Section 5.1, the BenefitPoints will lapse when the Member receives the declaration of termination.

5.3. End of Programme

The Lufthansa PartnerPlusBenefit corporate bonus programme is a voluntary Lufthansa service. Admission to participation in Lufthansa PartnerPlusBenefit for a certain period of time will not create entitlement to renewed participation at a later date.

Lufthansa reserves the right to end the Lufthansa PartnerPlusBenefit programme or to replace it by a different programme at any time subject to prior announcement via the Lufthansa PartnerPlusBenefit website. Subject to a special arrangement in the replacement programme, both cases shall constitute termination by Lufthansa.

6. Miscellaneous

6.1. Taxes, Fees and Surcharges

All taxes (e.g. airport taxes), fees (e.g. security fees), public charges and other surcharges associated with the granting or avilment of awards (e.g. BenefitFreeFlights) shall be borne by the Member and must be settled by credit card. However, taxes and fees on European and Intercontinental flights operated and marketed by Lufthansa, Austrian Airlines, SWISS, Brussels Airlines and Eurowings, can also be paid for by redeeming BenefitPoints. The required amount of BenefitPoints will be calculated by the PartnerPlusBenefit Service Center based on a fixed point value and the respective route individually for each flight.

In case of a (partial) refund, the respective taxes and fees will also be refunded in the same form of payment that was used, i.e. if used BenefitPoints, then the equivalent amount shall be re-credited to the account.

6.2. Bookings via travel agencies

For all bookings carried out by travel agencies, the Member covenants that it will not refuse permission that its authorised travel agencies give their consent to the BSP so that the BSP is allowed to forward BSP turnover figures (cost for tickets) to Lufthansa. The Member shall not prohibit its authorised travel agencies from forwarding information in relation to all of the Member's single bookings carried out by its authorised travel agencies to Lufthansa in aggregated form, and that Lufthansa shall be allowed to analyse this data per travel agency. This data does not contain personal data, but solely the total of general booking information in aggregated form (MIDT data). The Member shall not prohibit its authorized travel agency from entering into an agreement with the operator of a computer reservation system necessary to transfer such data.

In case the Member itself holds a IATA ID, the Member shall allow the BSP (AISP e.V.) to transfer the Member's total BSP turnover figures to Lufthansa. Lufthansa shall have the right to analyse this data per IATA ID. If the Member also holds an Office ID, it shall transfer information of all reservations to Lufthansa in an aggregated form on a monthly basis. The Member shall enter into an agreement with the operator of the computer reservation system necessary for this purpose and prove the existence of this agreement to Lufthansa.

6.3. Liability

Subject to the provisions under Section 2.4, the following shall apply relating to losses caused by Lufthansa, a partner company or their respective vicarious agents, incurred by Members in connection with their participation. Liability shall be unlimited in cases of wilful intent or gross negligence and if guarantee is shown to exist. In cases of slight negligence, liability for loss of life, bodily injury or damage to health shall equally be unlimited. If material contractual duties are breached through slight negligence, liability shall be limited in amount to the foreseeable, typical loss for property damage and financial loss attributable to such breach. A material duty shall be deemed a duty that must be complied with in order to permit proper performance of the contract in the first place, breach of which putting attainment of the contractual purpose at risk and compliance with which the Member being regularly able to rely on. All further-reaching liability for damages shall be excluded, except for claims based on product liability law.

6.4. Data Privacy Protection

Personal and company data associated with participation in PartnerPlusBenefit will be recorded and processed in accordance with the applicable data privacy protection regulations and will only be used for purposes associated with implementation of the PartnerPlusBenefit programme. Where necessary for the conclusion or handling of contracts and services by Lufthansa, personal data relating to the Member and/or their employees may be transmitted to service providers and/or other third parties.

The Member guarantees that all data protection requirements provided by law, relating to the processing of employee's personal data for the purpose of participating in PartnerPlusBenefit, through Lufthansa, are complied with. The Member also guarantees that its employees have been made aware of these Terms and Conditions, to the extent that they agree to the collection, processing and transmission of their personal data for the booking and fulfilment of PartnerPlusBenefit Awards by Program-Partners.

Further details can be found on www.partnerplusbenefit.com in the section "Data Protection" in our declaration on data protection.

6.5. Loss of the Username and Password

Loss of the username and password, as well as their transfer to third parties must be reported immediately to the Lufthansa PartnerPlusBenefit Service Center.

6.6. Amendments

Lufthansa is entitled to amend minor provisions of the present Participation Terms at any time and without stating grounds, provided that such amendment does not lead to changes in the contractual structure as a whole. Major provisions include, in particular, provisions concerning the system of collecting and redeeming BenefitPoints, as well as the term and termination of the contract.

In addition, Lufthansa is entitled to modify or supplement the present Participation Terms where necessary in order to eliminate difficulties in executing the PartnerPlusBenefit programme due to loopholes which have arisen following registration by the Member. This may be the case, in particular, if a court of law declares that one or more of the provisions of the present Participation Terms are invalid.

The amended Participation Terms will be sent to the Member by e-mail at least six weeks prior to their coming into force. The amendments will be deemed to have been accepted if the Member does not object to them in writing. Such objection must be received within six weeks of receiving the amended Participation Terms. Lufthansa will draw the Member's attention to their right to object and the significance of the six-week period of notice in notifying the Member of the amended Participation Terms. If Members exercise their right to object, the changes desired by Lufthansa will be deemed to have been rejected. In this case, participation will continue without the proposed changes. The right of both contracting parties to terminate the contractual relationship in accordance with Section 5.1 shall remain unaffected.

6.7. Transfer of Rights to Third Parties

Rights under the present agreement may not be assigned or otherwise transferred to third parties.

6.8. Applicable Law, Jurisdiction, Binding Version of Contract

German law shall apply exclusively. Insofar as the Member is a merchant (Kaufmann), a legal person under public law or a special public law fund, Frankfurt am Main, Germany, shall be agreed as the exclusive venue for jurisdiction of all claims arising from and in connection with the Lufthansa PartnerPlusBenefit corporate bonus programme. Only the German version of the present Participation Terms shall be binding upon the contracting parties (particularly with regard to the legal interpretation of particular provisions of the present Participation Terms). The present English version is provided for information purposes only.

The German version of the present Participation Terms can be retrieved under www.partnerplusbenefit.de

6.9. Severability Clause

If any of the clauses of the above provisions should be invalid, in whole or in part, this shall not affect the validity of the remaining clauses. The invalid clause shall be deemed to have been replaced by a clause which, customarily, reflects to the greatest possible extent, in legally effective terms, the economic purpose and intent of the invalid clause. The same shall be applicable in the event of possible regulatory gaps.