

# Terms and conditions PartnerPlusBenefit

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## **1. Participation terms**

The PartnerPlusBenefit corporate bonus program rewards your loyalty as a corporate client. On all business flights, you will collect Benefit Points 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 program will receive Benefit Points 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 traveler program, you can also collect miles for Miles & More on your flights at the same time.

Collection and redemption of Benefit Points, 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 communications (e.g. newsletter, internet pages viewed on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com)).

The PartnerPlusBenefit corporate bonus program is a voluntary Lufthansa service.

## **2. Participation**

### **2.1. Eligibility**

The following parties are eligible to participate in the PartnerPlusBenefit corporate bonus program:

All business establishments, i.e. natural or legal persons and partnerships that are permanently engaged in commercial activities and 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), to the extent that their business establishment has been set up on an active and permanent basis and who purchase flight tickets for purposes associated with their professional activities; and

Registered associations or associations with legal capacity and corporate bodies - including without limitation, associations, chambers, churches and political parties - 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 program will here in after be referred to as "members".

### **2.2. Ineligibility**

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

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

The parties specified in section 2.1, if they are already participating in other corporate promotion program or incentive models offered by Lufthansa Group Airlines, or have been offered the chance to participate in a corporate promotion program or incentive model but have declined such offer, unless their participation has been expressly approved in writing by Lufthansa;

The parties specified in section 2.1, if an affiliated company as defined under section 15 of the German Stock Corporation Act (AktG) (including without limitation, a majority shareholder company) is already participating in other corporate promotion programs or incentive models offered by Lufthansa Group Airlines, or has been offered the chance to participate in a corporate promotion program or incentive model but has declined such offer, unless their participation has been expressly approved in writing by

Lufthansa;

The parties specified in section 2.1 if an affiliated company as defined by section 15 of the German Stock Corporations Act (AktG) (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;

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, airlines, 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 programs, and cruise companies

Partnerships which have been set up for the purpose of acquiring Benefit Points.

### **2.3. Commencement of participation and conclusion of the contract**

Eligible parties may only participate in the program after full registration for participation on the Lufthansa PartnerPlusBenefit website ([www.partnerplusbenefit.com](http://www.partnerplusbenefit.com)). The registering company, represented by the authorized contact person, declares that all information provided during the registration process (company name, contact name, trade register number (if available) street and number as well as postal code and town) are true and complete. The respective person signing up on behalf of the company furthermore declares that she or he is entitled and authorized to sign and represent above mentioned company in context of this program. By registering the company for the PartnerPlusBenefit program, the contact person confirms that the terms and conditions applicable to the PartnerPlusBenefit Program have been read, understood and accepted.

The company moreover confirms that the binding criteria for participation mentioned under the terms and conditions point 2.1. are met and that the company is among those, eligible to participate in the program. In case the company does not meet the required criteria, an appropriate legal basis for pursuing the registration process and to conclude a contract with the PartnerPlusBenefit program is not given. With its registration, above mentioned company declares as legally binding that neither the company itself nor one of its affiliated companies (especially a majority shareholder company) are already participating in other corporate promotion programs or incentive models offered by Lufthansa German Airlines in the respective market. Furthermore, the above mentioned company authorizes Lufthansa to use the nominated credit card for debits of taxes and fees for award flights. The company also confirms that the corresponding payment is fulfilled and that the card holder accepts the charged amounts through Lufthansa. At all times, the company has to ensure that fraud of any kind is conscientiously prevented. For the purpose of preventing such fraud, the company guarantees that no unauthorized third party has access to the company's Benefit account (respectively unauthorized access to username, password and PIN). Lufthansa German Airlines explicitly reserves the right to verify all necessary information provided by the company. The positive result of the verification of above required criteria represents a mandatory precondition regarding the effective conclusion of the contract to participate in the PartnerPlusBenefit program. Even if the company meets all necessary requirements, the final approval by Lufthansa German

Airlines is to be considered as the mandatory and decisive prerequisite for the contract. There is no legal entitlement to participate in the program. After registering via the Internet, a Benefit Point account will be set up for the member; the Benefit Points 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 and an initial password for log-in to the Benefit Point account.

The contract concerning participation in the PartnerPlusBenefit corporate bonus program will come into effect once the party is successfully registered, the provided registration details regarding information on the company as well as on the contact person have been verified and approved by Lufthansa German Airlines and the company has successfully logged-in into the Benefit Point account on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) for the first time. Once all these requirements are fulfilled the party can start to collect Benefit Points.

#### **2.4. Password and PIN**

At registration for the program, 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](http://www.partnerplusbenefit.com). To prevent abuse, the member must ensure that the password and PIN remain unknown to unauthorized third parties. If abuse or loss is suspected, the PartnerPlusBenefit Service Center (see section 7) 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 willful 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 program, the member must log in into the Benefit Point account on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) with their password and then deregister from further participation via the "Resign" button on the T&C page of the program. Participation in the PartnerPlusBenefit corporate bonus program 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.

## **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 program as specified in section 5.3. If a member has still not logged in into the Benefit Point account on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) 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 Benefit Point account under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com).

## **3. Benefit Points**

### **3.1. General**

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

There is no entitlement to the issue of an invoice for all benefits and services acquired with Benefit Points.

### **3.2. Collecting Benefit Points**

Benefit Points can only be collected after the member has logged in under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) with the password provided after registration into their Benefit Point account.

Members are registered in the country of their principal place of business and registered office address. Benefit points can be earned for all flights regardless of the country of issue. Accordingly, participants with different company locations may bundle their participation under one registration in the PartnerPlusBenefit corporate bonus program and collect points in their Benefit account as a whole.

The collection of points is not possible for tickets that were sold in USA or Canada.

#### **3.2.1. Business flights**

A member or their permanent employees will generally only be able to acquire Benefit Points 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 Benefit Points if the flight in each case is taken by the following parties:

A party eligible under section 2.1 in exercise of its commercial function

A party eligible under section 2.1 in exercise of its self-employed function

A party eligible under section 2.1 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 Benefit Points.

#### **3.2.2. Flights with Lufthansa and Benefit Partner Airlines**

Benefit Points can be collected solely for flights with Lufthansa Group (Lufthansa, Air Dolomiti, Austrian Airlines, Brussels Airlines, Eurowings and SWISS) aircraft or aircraft operated by the respective Benefit Partner Airlines and identified by Lufthansa Group flight numbers or flight

numbers of the applicable Benefit Partner Airlines. The Benefit Points will be credited to the Benefit Point account for each flight segment actually travelled on a fully paid regular flight, subject to the arrangements under section 3.2.4 (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.

The Benefit Partner Airlines program participation differs per country and are retrievable here.

The number of Benefit Points to be acquired per flight route depends on the airfare paid. The fare in Euro (ticket price + airline surcharges) serves as the basis for calculation and is multiplied by a factor.

On Eurowings flights Benefit Points can be collected if the ticket is booked via a central reservation system (e.g. via travel agency, Lufthansa Service Center or Ticket Counter) and issued on a Lufthansa Group or Benefit Partner Airline document (ticket stock), and all flights booked and issued via eurowings.com if the PartnerPlusBenefit contract number is entered during the booking process. Due to technical reasons all other tickets which are booked and issued in a different way cannot be incentivized.

An overview of the incentivized booking classes and routes can be found on the point collection page.

### **3.2.3. Other Benefit Points collection options**

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

### **3.2.4. Exclusion of Benefit Points collection**

Only certain flight routes and booking classes are incentivized on Lufthansa Group and Benefit Partner Airlines. Exclusions for the collection of Benefit Points can be found on the point collection page.

The collection of Benefit Points is ruled out for flights at industry discount rates as well as for certain special rates, award services, child and youth fares, free flights, upgrades and services for which members receive discounts and benefits from other Lufthansa Group promotional programs or incentive. For ad hoc upgrades purchased as part of a fixed price, you will receive the Benefit Points on which the originally booked service class and fare was based.

### **3.2.5. Capture of routes flown**

#### **3.2.5.1. Automatic capture via storage of credit-/payment card details**

Benefit Points are automatically credited to the Benefit Point account if credit card numbers which have been initially stored for the capture of flights in PartnerPlusBenefit are used to pay for flights (in accordance with Section 3.2.2). Credit card numbers are stored and used exclusively for the purpose of capturing flights to credit Benefit Points.

We accept all credit cards that are listed on our homepage [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) in the section company.

Ticket data will be supplied in addition to the credit card numbers for Lufthansa and Benefit Partner Airlines.

The Company shall inform its employees that the sales data of Company related travel pursuant will be transferred to the competent unit within the Lufthansa Corporation Group. Employees using Walking Cards shall be informed by the Company that the data transfer additionally includes the corporate credit card numbers of the respective walking cards. The member must enter all individual credit card details once in the PartnerPlusBenefit program under company profile; 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 Benefit Points for flights booked via this credit card and actually flown will be credited to the Benefit Point account up to the last day of that month.

Relating to both company and private credit cards, the credit card number can be entered in the PartnerPlusBenefit program for up to a maximum of 12 months subsequent to the date of flight occurrence. Benefit Points will generally be credited to the member's account approx. within 8 weeks subsequent to the date of flight occurrence, provided the credit card details have been stored in PartnerPlusBenefit.

#### **3.2.5.2. Manual capture via ticket number entry**

If no automated capture has been stored in PartnerPlusBenefit, for capture of flight details the ticket numbers must be entered manually into the Benefit Point account under company profile. They can be entered by the member at any time over a period of 12 months as of the date of flight occurrence simply by entering the ticket number(s) under "Entry of ticket numbers". Benefit Points will generally be credited to the Benefit Point account approx. 8 weeks after the date of manual capture on the program page. The precondition for crediting Benefit Points is that the flight date in each case is subsequent to the date of registration in PartnerPlusBenefit.

#### **3.2.5.3. 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 company profile and will be issued within a few working days after submitting the request from the account in the PartnerPlusBenefit website. The number of Benefit Points will automatically be credited generally after approx. 8 weeks after the date of flight.

#### **3.2.5.4. Automatic capture for bookings initiated on Lufthansa Group websites**

During the booking process on [www.lufthansa.com](http://www.lufthansa.com), [www.austrian.com](http://www.austrian.com), [www.brusselsairlines.com](http://www.brusselsairlines.com), [www.eurowings.com](http://www.eurowings.com) and [www.swiss.com](http://www.swiss.com) the PartnerPlusBenefit contract number (e.g. E15120514051005) has to be inserted to ensure an automated

capture in the Benefit account. Benefit Points will be credited generally approx. 8 weeks after the date of flight.

The prerequisite for the Benefit Points crediting is in each case that the flight date is after the date of registration in PartnerPlusBenefit.

### **3.3. Benefit Point Account**

Credited Benefit Points will be shown on the member's Benefit Point account. Complaints about the current points account must be filed within four weeks after the points credit. Subsequent to expiration of this time-limit, the balance of account will be deemed accepted by the member.

### **3.4. Redemption of Benefit Points**

#### **3.4.1. General**

Benefit Points can generally be redeemed in return for awards provided the Benefit Point 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](http://www.partnerplusbenefit.com) under "Redeem Points". Awards cannot be combined with certain services at reduced rates (in accordance with section 3.2.4).

Lufthansa also permits members to redeem Benefit Points at certain, obligatorily selected Benefit 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 in so far as Benefit Points are redeemed with partner companies. The general terms and conditions of business of the respective partner companies will be applicable.

#### **3.4.2. Redeeming Benefit Points for business purposes**

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

Under section 2.1, a party eligible itself or by the party's permanent employees in exercise of the member's commercial function, or in exercise of the member's self-employed function, and for the fulfillment of the purpose of the person entitled to participate.

#### **3.4.3. Benefit Free Flights**

Benefit Points can also be used for free flights with Lufthansa and the Benefit Partner Airlines specified under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) for domestic, continental and intercontinental routes, if available ("Benefit Free Flights"). Benefit Free Flights can be booked as direct flights and on connecting flights. Benefit Free Flights on codeshare flight numbers are not possible.

The necessary amounts of Benefit Points for Benefit Free Flights on Lufthansa and participating Airlines are retrievable in the overview on the Benefit Free Flight site.

Separate Benefit Points must be spent for each flight segment.

|                                    |   | Booking class<br>First Class | Booking class<br>Business Class | Booking class<br>Premium Economy<br>Class | Booking class<br>Economy Class |
|------------------------------------|---|------------------------------|---------------------------------|---|--------------------------------|
| Air Canada / AC                    |   |                              | I                               |   | X                              |
| Eurowings / EW                     |   |                              | P                               |   | U                              |
| Austrian Airlines / OS             |   |                              | I                               | R   | X                              |
| Lufthansa City Airlines / VL       |   |                              | I                               |   | X                              |
| Brussels Airlines / SN             |   |                              | I                               | R   | X                              |
| Lufthansa / LH                     | O |                              | I                               | R   | X                              |
| Swiss International Air Lines / LX | O |                              | I                               | R   | 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 Benefit Free Flights for these connections will be ruled out. Waiting-list bookings for free flights will not be possible. The required Benefit Points for the Benefit Free Flight will be deducted from the Benefit Point account at the time of the booking of the award ticket.

Taxes, fees and surcharges on European and international flights operated by Lufthansa with Lufthansa flight number, flights operated by Lufthansa City Airlines with Lufthansa City Airlines flight number, flights operated by Air Dolomiti with Air Dolomiti flight number, flights operated by Austrian Airlines with Austrian Airlines flight number, flights operated by Brussels Airlines with Brussels Airlines flight number, flights operated by Eurowings with Eurowings flight number and flights operated by SWISS with SWISS flight number may also be paid for with Benefit Points. No Benefit Points can be redeemed for taxes, fees and surcharges on Benefit Free Flights within Austria, Germany and Switzerland.

Taxes and charges for unused Benefit Free Flights will be fully refunded regardless of the form of payment, i.e. Benefit Points used to pay for taxes and fees for a flight that is refunded will also be re-credited to the Benefit Account. Benefit Points for cancelled Benefit Free Flights which have already been deducted will be re-credited to the member's Benefit Point account. The re-credited Benefit Points will retain their original expiry date as specified in section 3.4. If a Benefit Free Flight is not cancelled within the specified time-limit, it will not be possible to change the booking and Benefit Points cannot be credited. Benefit Free Flights do not generate new Benefit Points.

The general terms of carriage of the operating airline will be applicable to the used Benefit Free Flights.

The applicable conditions for rebooking and cancellation for Benefit Free Flights can be found on the PartnerPlusBenefit Free Flight page.

#### **3.4.4. Benefit Upgrades**

Benefit Points can also be used for Upgrades on European routes ("Benefit Upgrade") from Economy Class to Business Class and on intercontinental routes 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 Group flights and flights of Benefit Partner Airlines as specified under the Benefit Upgrade page.

Benefit Upgrades will not be possible on German domestic flights, unless the flights in question are connecting flights for intercontinental flights for which a Benefit Upgrade has been requested. The Benefit Points for the intercontinental upgrade will not include the domestic upgrade. Benefit Upgrades can't be booked on code share flight numbers.

Benefit Upgrades are not possible on Eurowings flights.

Please refer to the Benefit Upgrade page for the applicable booking classes for upgrades and the corresponding booking conditions for upgrades. .

Benefit Upgrades are only available on certain selected routes and at certain times subject to availability. To the extent that the listed booking classes are not available for certain flight connections, the purchase of Benefit Upgrades for these connections is excluded. Please note that Benefit Upgrades are not available on group fares as part of a group booking.

In case of cancellation/rebooking, the availability of the original flight and the original booking class can't be guaranteed anymore. Benefit Points for the cancelled Benefit Upgrade which have already been deducted will be re-credited to the member's Benefit Point account when contacting the PartnerPlusBenefit Service Center. The original expiry date will be retained for the re-credited Benefit Points. Benefit Points cannot be re-credited if a Benefit Upgrade is not cancelled within the specified time-limit.

Benefit Upgrades are valid for one flight leg at a time. An upgrade for a round-trip flight requires double the number of points. The original ticket must have been issued prior to the Benefit Upgrade reservation and all legs of the flight must be confirmed. Deduction of the required Benefit Points will take place at the time of the upgrade booking.

Flights upgraded to Premium Economy Class, Business Class and First Class with a Benefit Upgrade 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. Benefit Excess Baggage**

Benefit Points can also be used to take excess baggage.

Benefit Excess Baggage can be requested for flights operated by Lufthansa with a Lufthansa flight number as well as flights operated by Lufthansa City Airlines with a Lufthansa City Airlines flight number, 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. Separate Benefit Points must be expended for each flight segment. Flight confirmation is preconditional and on waiting list bookings excess baggage bookings are not possible. The required

Benefit Points will be deducted at the time of booking excess baggage.

Please refer to the Benefit Excess Baggage page for the applicable excess baggage regulations and the corresponding rebooking and cancellation conditions.

#### **3.4.6. Worldshop**

Benefit Points can also be redeemed for certain non-cash awards, subject to availability. A catalogue of non-cash awards can be found on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) under the Worldshop page. The delivery of the non-cash rewards takes place exclusively to the company address stored in PartnerPlusBenefit.

For the applicable terms and conditions for ordering non-cash rewards, please refer to the general terms and conditions of the Worldshop.

#### **3.4.7. Benefit Seat Reservation**

Benefit Points can also be used to book a Benefit Seat Reservation in Economy and Premium Economy Class on all flights operated by Lufthansa with Lufthansa flight number and flights operated by Lufthansa City Airlines with Lufthansa City Airlines flight number, 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.

Benefit Seat Reservations are only applicable on confirmed bookings (no waiting list bookings). Benefit Seat Reservations 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.

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 Benefit Points 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 Benefit Points 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 Benefit Points according to the standard terms and conditions where applicable. Seat reservations that have already been paid with Benefit Points 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.

Benefit Points which have already been deducted will be re-credited to the member's Benefit Point account. The original expiry date will be restored for the re-credited Benefit Points.

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.

#### **3.4.8. Other Benefit Awards**

Other awards, their conditions and further possible uses of Benefit Points will be published separately in the PartnerPlusBenefit communications and/or can be found on [www.partnerplusbenefit.de](http://www.partnerplusbenefit.de). Furthermore, all conditions of the special awards are applied, which are communicated in the award category.

#### **3.4.9. Award confirmations**

Provided that the requested award is available, the request will be confirmed both in the member Benefit Point account mailbox on [www.partnerplusbenefit.com](http://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 Benefit Free Flight). The required Benefit Points will be deducted when the confirmation is sent.

### **3.5. Lapse of Benefit Points**

Benefit Points will remain valid for 36 months as of the date they are credited to the member's Benefit Point account. The Benefit Points will lapse on expiry of this deadline period. The date and number of Benefit Points which are about to expire in the following month will be shown separately in the member's account, which can be retrieved on the program's pages. Members will be responsible for informing

themselves about the date and the number of points in the Benefit Points account about to expire in future. In addition, Lufthansa will inform the member voluntarily via e-mail with regard to impending lapse of Benefit Points and the number of Benefit Points about to expire in the following three months. Benefit Points re-credited through cancellations will receive their original expiration date.

### **3.6. Transfer of Benefit Points**

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

If an existing participant is registered more than once in PartnerPlusBenefit due to foreign branches, the accounts can be merged on the basis of the main company headquarters. If the credit is transferred, it will be transferred on the actual points basis. The provisions and points overviews of the main company location apply to the utilization of the points.

## **4. Abuse**

### **4.1. Abusive actions and their consequences**

Anyone who registers with PartnerPlusBenefit and/or acquires Benefit Points 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 Benefit Points which have been credited to the Benefit Point 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 and/or if the awards are not used for the member's commercial purposes (as determined under section 2.1.) this shall also constitute abuse. The sale or redemption of awards, offering of awards for auction or passing on awards to third parties in any other way is prohibited, unless such passing on has been expressly permitted under section 3.4.1. Equally, arranging the purchase or sale of Benefit Points or awards, as well as unauthorized utilization of awards or award documents without authorization is prohibited. All the cases mentioned in this paragraph will hereinafter be referred to as "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 Benefit Points from the Benefit Point 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 "Benefit Free Flight" and "Benefit Excess Baggage" awards, the damage compensation shall be an amount equal to the published fare for the leg of the journey used (IATA published fare, Lufthansa rate for excess baggage). 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 any notice and may exclude members from participation in the program 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 term of carriage, or of any other PartnerPlusBenefit regulations specified in the program 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 after termination by Lufthansa. The present participation terms shall continue to apply during wind-up of the relationship following termination.

### **5.2. Validity of Benefit Points in the event of termination**

In the event of ordinary termination by the member or Lufthansa, the Benefit Points shall remain valid for a period of six months following receipt of notice of termination, unless they lapse earlier. After 6 months from the date of deregistration, all Benefit Points not redeemed by then will expire. If the relationship is justly terminated without notice by Lufthansa in accordance with section 5.1, the Benefit Points will lapse when the member receives the declaration of termination.

### **5.3. End of program**

The PartnerPlusBenefit corporate bonus program is a voluntary Lufthansa service. Admission to participation in 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 program or to replace it by a different program at any time subject to prior announcement via the Lufthansa PartnerPlusBenefit website. Subject to a special arrangement in the replacement program, 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 utilization of awards (e.g. Benefit Free Flights) shall be borne by the member and must be settled by credit-/payment card.

However, taxes and fees for international flights, operated and marketed by Lufthansa, operated and marketed by Austrian Airlines, operated and marketed by SWISS can also be paid for by redeeming Benefit Points. The required amount of Benefit Points 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 regardless of the form of payment, i.e. the Benefit Points used will be re-credited to the account.

### **6.2. 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 willful 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.

### **6.3. 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 program. 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](http://www.partnerplusbenefit.com) in the section "Data Protection" in our declaration on data protection.

#### **6.4. 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 Benefit Points, 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 program 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.

#### **6.5. Transfer of rights to third parties**

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

#### **6.6. Reference to the valid general conditions of carriage**

Furthermore, the valid general conditions of carriage of Lufthansa and the respective Benefit Partner Airlines shall apply.

#### **6.7. Applicable law, jurisdiction, binding version of contract**

German law shall apply exclusively. In so far as the member is a company, 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 program.

#### **6.8. 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.

### **7. Contact - PartnerPlusBenefit Service Center**

For any questions, requests or complaints regarding PartnerPlusBenefit, the PartnerPlusBenefit Service Center is available.