

# 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. The Partner Plus Benefit Loyalty Programme (“the Programme”) is organised by Deutsche Lufthansa Aktiengesellschaft with its seat in Cologne, Von-Gablenzstraße 2-6, Germany, with share capital (paid up in full) of EUR 1,172,275,200, operating in the Republic of Poland through its branch (business name of the branch: Deutsche Lufthansa S.A. Oddział w Polsce) with its seat in Warsaw, al. Jana Pawła II 29, 00-867 Warsaw, entered into the register of entrepreneurs of the National Court Register under number KRS 34309, Registry Court: District Court for the Capital City of Warsaw, NIP (Tax ID) of the branch: 526-00-03-819 (“the Organizer”). 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 communications (e.g. newsletter, Internet pages viewed on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl)).

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 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;
- 2.1.2 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
- 2.1.3 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 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, 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 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 programmes or incentive models offered by Lufthansa, 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 insofar as 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 programs, 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.pl](http://www.partnerplusbenefit.pl)). 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 programme. By registering the company for the PartnerPlusBenefit programme, the contact person confirms that the Terms and Conditions applicable to the PartnerPlusBenefit Programme have been read, understood and accepted.

The company moreover confirms that the binding criteria for participation mentioned under the Terms and Conditions in point 2.1. are met and that the company is among those, eligible to participate in the programme. 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 programme 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 programmes or incentive models offered by Lufthansa German Airlines in the respective market. Furthermore, above mentioned company declares as legally binding that the nominated payment card for point crediting and for debits of taxes, fees and surcharges for award flights is subject to Lufthansa German Airlines' unrestricted right of disposal and free from rights of third parties. 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 user name, 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 programme. 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 programme. After registering via the Internet, a PartnerPlusBenefit 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 first log-in into the BenefitPoint account on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) with the username and password and when the registration details relating to the company as well as the contact person have been verified and approved by Lufthansa German Airlines. In addition, PartnerPlusBenefit points can only be collected after first log-in as a Member. Once all these requirements are fulfilled the party can start to collect BenefitPoints.

#### **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 has to set up a personal PIN on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl). 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 (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 wilful intent and gross negligence. 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 BenefitPoint account on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) 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 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 has still not logged in into the BenefitPoint account on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) 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.pl](http://www.partnerplusbenefit.pl).

### **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 logged in under [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) 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 Poland**

BenefitPoints can be collected solely for flights for which tickets have been purchased in Poland. A ticket is deemed to have been purchased in Poland if it is purchased in the territory of Poland or on the Internet via [www.lufthansa.pl](http://www.lufthansa.pl), stating a billing address in Poland.

##### **3.2.3. Flights with Lufthansa, Lufthansa Private Jet 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. On Air China flights BenefitPoints can only be collected on routes DE ↔ CN, EU1\* ↔ CN, EU2\* ↔ CN.

EU1\* = Austria, Belgium, Croatia, Czech Republic, France, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Slovakia, Slovenia, Switzerland, United Kingdom

EU2\* = Albania, Belarus, Bosnia-Herzegovina, Bulgaria, Cyprus, Estonia, Greece, Latvia, Lithuania, FYR Macedonia, Malta, Moldavia, Montenegro, Portugal, Romania, Serbia, Spain

In addition to Lufthansa, the following airlines currently participate in the PartnerPlusBenefit corporate bonus programme: Air Canada, Air China, Air Dolomiti, All Nippon Airways, Austrian Airlines, Brussels Airlines, Eurowings, Swiss International Air Lines, United Airlines. The current PartnerPlusBenefit partner airlines are retrievable under "Programme/Get to know the BenefitPartners" on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl).

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 booking, retrievable on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) under "BenefitPoints" account/Earn Points ("BenefitPoints Collection Overview"). Lufthansa Private Jet customers will receive 4,000 BenefitPoints one-way on all Lufthansa Private Jet flights. On Germanwings / Eurowings flights PartnerPlusBenefit points can be collected if the ticket is booked via a central reservation system and all tickets booked and issued via [germanwings.com](http://germanwings.com) / [eurowings.com](http://eurowings.com) if the PartnerPlusBenefit contract number will be entered during the booking process. Due to technical reasons all other tickets which are booked and issued in a different way cannot be incentivized.

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, M, Y	H, Q, S, T, U, V, W	K, L
Air Canada / AC		C, J	D, P, Z	E, N, O	B, M, Y	G, H, Q, S, T, U, V, W	A, K, L
Air China / CA	A, F	C, J	D, R, Z	E, G	B, M, Y	H, Q, U, V, W	L, S, T
Air Dolomiti / EN		C, J	D, P, Z		B, M, Y	H, Q, S, T, U, V, W	K, L
All Nippon Airways / NH	A, F	C, J	D, P, Z		B, E, Y	H, M, Q, S, U, V, W	
Austrian Airlines / OS		C, J	D, P, Z	E, G, N	B, M, Y	H, Q, S, T, U, V, W	K, L
Brussels Airlines / SN		C, J	D, P, Z	E, G, N	B, M, Y	H, Q, S, T, U, V, W	K, L
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		B, M, Y	G, H, Q, S, T, U, V, W	E, K, L
United Airlines / UA		C, J	D, P, Z	A, O, R	B, M, Y	H, Q, S, T, U, V, W	K, L

\* If you book a 'Business Upgrade Europe' with SWISS (Upgrade to booking class J in Business Class), the reference booking class for collecting BenefitPoints is the originally paid 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, R, X	
Air China / CA	I, K, N, O, P, X	CN - CN

	No points collectable on booking classes	No points collectable on routes
Air Dolomiti / EN	A, E, F, G, I, N, O, R, X	
All Nippon Airways / NH	G, I, K, L, N, O, R, T, 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, N, 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 certain special rates, 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-/Payment Card Details and Company ID.

BenefitPoints are automatically credited to the BenefitPoint account if credit-/payment cards 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). In case of All Nippon Airways only Air Plus card is applicable. 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 BenefitPoint account when credit card data is entered into PartnerPlusBenefit for the first time. There will be no further bonus for subsequent credit card entries. Automatic registration of flights is also possible after entering the Company ID number to the booking. The Company ID number may be obtained by requesting it under the Tab "Company ID". This option is not applicable to All Nippon Airways.

The Member must enter all credit card details once in the PartnerPlusBenefit programme under "BenefitPoint 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 BenefitPoint account up to the last day of that month.

The credit card number 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 "BenefitPoint 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. Automatic capture of PartnerPlusBenefit points for bookings initiated on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl)**

After successful login on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl), online bookings initiated via [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) are automatically captured in the PartnerPlusBenefit account. The number of PartnerPlusBenefit points will be credited automatically pursuant to the terms&conditions of the programme, approx. 10-12 weeks after the date of flight. The successful capture of the online booking will be visible in the booking confirmation.

### **3.2.6.3. Manual Capture via Ticket Number Entry**

If no credit card details have been stored in PartnerPlusBenefit and the tickets have not been booked on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) after logging in, for capture of flight details the ticket numbers must be entered manually into the BenefitPoint account under the heading "BenefitPoint account/Tickets /Ticket number entry". 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 "Ticket number 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 BenefitPoint account approx. 10-12 weeks after the date of manual capture on the programme page. This option is applicable to all partner airlines. The precondition for crediting BenefitPoints is that the flight date in each case is subsequent to the date of registration in PartnerPlusBenefit.

## **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.pl](http://www.partnerplusbenefit.pl) 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 awards will be settled in compliance with applicable Polish tax law.

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.pl](http://www.partnerplusbenefit.pl) 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.pl](http://www.partnerplusbenefit.pl) 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.

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
All Nippon Airways / NH	O	I		X
Brussels Airlines / SN		I	R	X
Lufthansa / LH	O	I	R	X
Swiss International Air Lines / LX	O	I		X
United Airlines / UA		I		X
Air China / CA	O	I		X

Award tickets may be ordered – subject to availability – only for regular flights operated by the Organiser and the Partner Airlines. A corresponding number of points will be deducted from the membership account at the time of booking the award ticket. Reservations have to be made at least 1 working day before departure in

case of Austrian Airlines, Swiss and Lufthansa and 3 working days before departure in case of other partner airlines. You can book your company's Free flight awards up to 6 months prior to your requested departure date. The ticket must be issued within 7 days after reservation is made, but not later than 1 day before departure in case of Austrian Airlines, Swiss and Lufthansa and 3 working days before departure in case of other partner airlines. The booking may be made only during opening hours of the Programme Service Centre, i.e. on business days, between 9 a.m. and 5 p.m. First change of reservation is possible free of charge, next at additional charge of 50 EUR, subject to seat availability and special terms and conditions which may apply to given flights. The rebooking must be made during opening hours of the Programme Service Centre. In case of ticket cancellation a cancellation fee of 50 EUR will be charged against an equivalent amount of PPB points from the customer account. Code-share flights are not eligible for award ticket issuance.

General terms and conditions of particular air carriers operating the flight shall apply to the award flight. The cost of ticket cancellation or rebooking on German domestic routes amounts to 1500 points or 47 euro. Cancellation or rebooking on remaining routes amounts to 1600 points or 50 euro.

#### **3.4.4. BenefitUpgrades**

The points earned in the Programme may be also used for an upgrade of the class of travel - from Economy to Business class or from Business to First class. It is possible to use the points to upgrade the class only on the flights operated by the Organiser or the Partner Airlines and only on ticket stock of the Organiser and Partner Airlines. The upgrade on domestic flights is possible only if a domestic flight is connected with an intercontinental flight and the upgrade applies also to the intercontinental flight. It is possible to exchange the points earned for the upgrade – subject to availability – only through the Programme Service Centre during its opening hours. Reservations have to be made at least 1 working day before departure in case of Austrian Airlines, Swiss and Lufthansa, 5 working days before departure in case of United Airlines and 3 working days before departure in case of other partner airlines. You can book your upgrade up to 6 months prior to your requested departure date. Confirmed and ticketed reservation in Poland are mandatory prior to requesting upgrade. If the upgrade is cancelled, the PartnerPlusBenefit points will not be credited to the membership account again. The Organiser and the Partner Airline cannot guarantee the availability of the originally booked class.

The award upgrade applies only to Economy and Business class tickets issued in Poland, the purchase of which qualifies for point accrual in the Programme except for Z, P, K, L and T class for which upgrade is not possible and with stipulation that for All Nippon Airways upgrade to business class is possible only with regard to Y, E, B, M booking classes. The upgrade for earned points applies only to one flight segment. If the return flight is also upgraded, a double amount of the required points will be deducted. The original ticket, to which the upgrade applies, must be issued before the upgrade is ordered; additionally all flight segments must be confirmed. A corresponding number of points will be deducted from the membership account at the time of ordering the upgrade. Flights upgraded to Business Class and First Class with a PartnerPlusBenefit upgrade are governed by the conditions for Business Class or First Class flights such as baggage regulations, check-in times, use of the lounges. Code-share flights are not eligible for upgrade requests.

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

	<b>Booking class Upgrades to First Class</b>	<b>Booking class Upgrades to Business Class</b>	<b>Booking class Upgrades to Premium Economy</b>
Air Canada / AC		I	N

	Booking class Upgrades to First Class	Booking class Upgrades to Business Class	Booking class Upgrades to Premium Economy
Austrian Airlines / OS		I	R
Air Dolomiti / EN		I	
All Nippon Airways / NH	O	I	
Brussels Airlines / SN		I	R
Lufthansa / LH	O	I	R
Swiss International Air Lines / LX	A	I	
United Airlines / UA		I	NR
Air China / CA	O	I	

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.

### 3.4.5. Lufthansa Worldshop

BenefitPoints can also be redeemed for certain non-cash awards, subject to availability. A catalogue of non-cash awards can be found on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) under “BenefitPoint account/spend points/WorldShop awards”.

### 3.4.6. Excess baggage

PartnerPlusBenefit points can also be used to take excess baggage. Excess baggage can only be booked via the PartnerPlusBenefit Service Center (see Section 7.) and must be carried out at least four days before departure and during the opening hours of the PartnerPlusBenefit Service Center.

BenefitExcessBaggage can be requested for flights operated by Lufthansa with Lufthansa flight number and flights operated by Austrian Airlines with Austrian flight number. ExcessBaggage award is not applicable if Light fare is purchased. Separate PartnerPlusBenefit points must be expended for each flight segment. 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 PartnerPlusBenefit points will be deducted at the time of booking excess baggage.

With PartnerPlusBenefit, excess baggage bookings can be changed or cancelled free of charge up to one working day before the date of departure and during the opening hours of the PartnerPlusBenefit Service Center. PartnerPlusBenefit points which have already been deducted for cancelled PartnerPlusBenefit Excess Baggage bookings will be re-credited to the Member's PartnerPlusBenefit point account. The original expiry date will be restored for the re-credited PartnerPlusBenefit points. PartnerPlusBenefit points cannot be re-credited if a PartnerPlusBenefit ExcessBaggage booking is not cancelled within the specified time-limit.

In addition, the following provisions are applicable to PartnerPlusBenefit ExcessBaggage:

Each item of baggage may weigh maximum 32kg and must not exceed the max. dimensions of 158cm (width + height + depth). Details are available at the PartnerPlusBenefit Service Center (see Section 7)

### 3.4.7. BenefitSeatreservation

BenefitPoints can also be used to book a BenefitSeatReservation in 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.

Premium Economy standard seat is available on the flights operated by Lufthansa with a Lufthansa flight number as well as flights operated by Austrian Airlines with an Austrian Airlines flight number and Brussels Airlines flights operated with Brussels Airlines flight number.

BenefitSeatreservations are only applicable on confirmed bookings (no waiting list bookings). Advance booking period is not later than 5 working days (Mo – Fr) 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.

#### **3.4.8. FlyNet® Voucher**

PartnerPlusBenefit points can also be redeemed for FlyNet® Voucher. A catalogue of non-cash awards can be found on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) under PartnerPlusBenefit account/spend points, terms and conditions of the provider T-Mobile Hotspot GmbH apply and can be found via a separate Download.

#### **3.4.9. Other Awards**

Other awards, their conditions and further possible uses of BenefitPoints will be published separately in the PartnerPlusBenefit communications.

#### **3.4.10. Ordering Awards**

Awards can be requested at the Lufthansa PartnerPlusBenefit Service Center (see Section 7) by the Member or on their behalf, stating the Benefit username and PIN. The Members order awards from the Organiser. An award ticket, an award upgrade and awards in the form of WorldShop products may be ordered by fax or e-mail in the Programme Service Centre (subject to award availability and special terms and conditions applying to a particular award). For information on ordering other awards, visit the Programme website. Awards may be booked not more than 365 days in advance.

#### **3.4.11. Award Confirmations**

Provided that the requested award is available, the request will be confirmed both in the Member BenefitPoint account mailbox on [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl) 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.

Tickets 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.

### **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. If the Member as defined under Section 2.1 is already a Member in the PartnerPlusBenefit bonus programme, Star Alliance Company Plus or Swiss PartnerPlusBenefit outside Poland ("foreign programme"), the Member cannot demand that the points collected in, or credited to, the foreign programme will be transferred to the Polish PartnerPlusBenefit bonus programme. Lufthansa may, however, approve such transfer at the Member's request. In the event of transfer of a credit balance from a foreign programme to the Polish PartnerPlusBenefit bonus programme, exactly the number of points in credit will be transferred. Utilization of the BenefitPoints is governed by the applicable provisions and points overviews in the Polish PartnerPlusBenefit programme.

## **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. 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 BenefitPoints or awards, as well as avilment 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 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", 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), the sum disbursed being reclaimed in the case of BenefitPoints which have already been disbursed as equivalent value in PLN. 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 for international flights, operated and marketed by Lufthansa, Austrian Airlines, SWISS, Brussels Airlines and Eurowings can also be paid for by redeeming BenefitPoints. On domestic flights inland Germany, Austria or Switzerland taxes cannot be paid with BenefitPoints. The required amount of BenefitPoints will



be calculated by the PartnerPlus Benefit 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. 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.

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

## **6.4. 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 (see Section 7.).

## **6.5. 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.

#### **6.6. Transfer of Rights to Third Parties**

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

#### **6.7. Applicable Law, Jurisdiction, Binding Version of Contract**

The rights and obligations of the Parties resulting from the membership in the Programme shall be governed by the Polish law, excluding references to foreign law. Any disputes between the Parties shall be settled by the Polish court having general jurisdiction over the Polish branch of the Organiser.

Only the Polish 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 Polish version of the present Participation Terms can be retrieved under [www.partnerplusbenefit.pl](http://www.partnerplusbenefit.pl).

#### **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 – Lufthansa PartnerPlusBenefit Service Center**

The Lufthansa PartnerPlusBenefit Service Center will be available Monday to Friday, from 9.00 a.m. to 5.00 p.m. for all queries, wishes or complaints in connection with PartnerPlusBenefit on (0-22) 512 39 13, fax (0-22) 33 81 301 e-mail: [partnerplusbenefit.pl@dlh.de](mailto:partnerplusbenefit.pl@dlh.de)