

# 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. Up to a maximum of 1.000.000 new Benefit Points can be collected per calendar year. If you also participate in the Miles & More frequent traveller 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)).

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

## 2. Participation

### 2.1. Eligibility

The following parties are eligible to participate in the Lufthansa 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 Lufthansa 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, such as PartnerPlus Progress, 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, such as PartnerPlus Progress, 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 authorises Lufthansa to use the nominated credit-/payment 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 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 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 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 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.

If membership is cancelled, the member will be entitled to redeem hitherto collected Benefit Points for up to six months subsequent to the deregistration date. For this purpose, deregistered members will continue to be granted access to their Benefit Point accounts during the relevant period. Subsequent to expiration of the six-month period all Benefit Points 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 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:

### **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 subsequent to registration into their Benefit Point account.

Each member can collect up to a maximum of 1.000.000 new Benefit Points per calendar year. All Benefit Points exceeding the maximum amount of 1.000.000 Benefit Points will not be credited to the Benefit Point account. The decisive factor is the time at which the points are credited and not the flight date. Already collected Benefit Points expire after 36 months (see section 3.5) .

#### **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. Tickets purchased in Austria, Germany, Liechtenstein, Slovakia and Switzerland**

Benefit Points can be collected solely for flights for which tickets have been purchased in Austria, Germany, Liechtenstein, Slovakia and Switzerland. A ticket is deemed to have been purchased in Austria, Germany, Liechtenstein, Slovakia or Switzerland if it is purchased in the territory of the Federal Republic of Germany, Austria, Liechtenstein, Slovakia, Switzerland or via the Internet on the websites of the Benefit Partner Airlines.

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

Benefit Points can be collected solely for flights with Lufthansa aircraft or aircraft operated by the respective Benefit Partner Airlines and identified by Lufthansa 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 3.2.5 (low-cost booking classes and special rates and terms). A flight segment is deemed to have been travelled if the member has actually been carried from their point of departure to their destination.

In addition to Lufthansa, the following airlines currently participate in the PartnerPlusBenefit corporate bonus programme: Air Canada, Air China, Air Dolomiti, All Nippon Airways, Brussels Airlines, Austrian Airlines Group, Eurowings, United Airlines, Singapore Airlines, Swiss International Air Lines and the members of Lufthansa Regional on selected routes. The current Benefit Partner Airlines are retrievable under "Program" on main page of [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com).

The number of Benefit Points accrued per route depends, notably, on the booking class in each case and is stated by Lufthansa and the Benefit Partner Airlines. The respective number of Benefit Points that can be accrued per route and booking class is determined by the Benefit Points collection overview applicable at the time of the flight, retrievable on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) under "Points / Earn Points ("Point Collection Overview")".

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 document (220 ticket stock), Air Canada document (014 ticket stock), Austrian Airlines document (257 ticket stock), Brussels Airlines document (082 ticket stock), Swiss International Air Lines document (724 ticket stock) and United

Airlines document (016 ticket stock) and all flights booked and issued via 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 incentivised. Benefit Points can currently be collected in the following booking classes:

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

\* 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 document (220 ticket stock), Air Canada document (014 ticket stock), Austrian Airlines document (257 ticket stock), Brussels Airlines document (082 ticket stock), Swiss International Air Lines document (724 ticket stock) and United Airlines document (016 ticket stock) and all flights booked and issued directly via 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 incentivised.

\*\* If you book a 'Business Upgrade Europe' with SWISS, the reference booking class for collecting Benefit Points is the original Economy Class.

\*\*\* Only specific flight routes of Air China and of Singapore Airlines will be incentivised. Please see the note on the Benefit Points collection overview.

### 3.2.4. 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.

### 3.2.5. Exclusion of Benefit Points collection

Benefit Points 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	

	No points collectable on booking classes	No points collectable on routes
Air Canada / AC	F, I, N, R, X	
Air China / CA	I, K, N, O, P, X	CN - CN
Air Dolomiti / EN	A, E, F, G, I, N, O, R, X	
All Nippon Airways / NH	I, N, O, P, R, X	JP - JP
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	
Singapore Airlines / SQ	G, I, L, O, R, X	
Swiss International Air Lines / LX	I, O, R, X	
United Airlines / UA	E, F, G, I, N, X	CA - US, US - US

In addition to the above-mentioned booking classes, collection of Benefit Points is also ruled out for flights at industry discount rates (ID, IP, AD, GE, UD, DG, PEPs etc.), as well as for certain special and group rates, award services, child and youth fares, free flights, upgrades and services for which members receive benefits from other Lufthansa promotional programs or incentive models like for example, PartnerPlus Progress or incentive models of Eurowings, for example Dynamic Flex. For ad hoc upgrades purchased as part of a fixed price, you will receive the Benefit Points on which the originally booked service class was based. Only specific flight routes of Air China and of Singapore Airlines will be incentivised. Please see the note on the Benefit Points collection overview.

### 3.2.6. Capture of routes flown

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

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

We accept all credit-/payment cards that are listed on our homepage [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) in the section "company profile / register points / credit-/paymentcard / credit-/paymentcard entry".

Lufthansa will credit 400 Benefit Points to the member's Benefit Point account when credit-/payment card data is entered into PartnerPlusBenefit for the first time. There will be no further bonus for subsequent credit-/payment card entries.

If these are company credit-/payment cards, PartnerPlusBenefit offers the option of an automated monthly credit-/payment card update. With this function, the current list of company credit-/payment cards for all employees can be uploaded to PartnerPlusBenefit automatically every month, so that updates of company credit-/payment card numbers no longer need to be entered manually. This automatic credit-/payment card update can be requested on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) under



“company profile / register points / credit-/paymentcard / corporate credit-/paymentcards” for the credit-/payment card companies listed there. Please note different regulations for credit cards, which were contracted in Austria or in Switzerland.

During credit-/payment card update, the current credit-/payment card supply supersedes the previous month's supply. If individual credit-/payment cards are to be excluded from the credit-/payment card update, the member will notify the PartnerPlusBenefit Service Center (see section 7). The automatic credit-/payment card update function may not be available if the member has several Benefit Point accounts or if the company credit-/payment cards are still part of the credit-/payment card structure in PartnerPlus Progress. In such cases, the member will notify the PartnerPlusBenefit Service Center (see Section 7). In exceptional cases or due to missing credit card data, the PartnerPlusBenefit service provider AirPlus can partially or completely terminate participation in the automatic credit/payment card update.

Ticket data will be supplied in addition to the credit-/payment 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-/payment card numbers of the respective walking cards.

The member must enter all private credit-/payment card details once in the PartnerPlusBenefit program under "company profile / register points / credit-/payment card /credit-/paymentcard entry"; they must also be updated there if credit-/payment card numbers change. If individual credit-/payment card numbers are no longer used to capture flights within the framework of PartnerPlusBenefit, the credit-/payment card numbers concerned can only be deleted from PartnerPlusBenefit at month-end. If a credit-/payment card number is deleted from PartnerPlusBenefit in the course of a month, all Benefit Points for flights booked via this credit-/payment 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-/payment cards, the credit-/payment card number can be entered in the PartnerPlusBenefit program for up to a maximum of 12 months subsequent to the date of flight occurrence. The number of Benefit Points per route will be in accordance with the Benefit Points collection overview (see section 3.2.3) applicable at the time of flying the route, in each case. Benefit Points will generally be credited to the member's account approx. 10-12 weeks subsequent to the date of flight occurrence, provided the credit-/payment card details have been stored in PartnerPlusBenefit. If the ticket in question was issued by a non-Benefit Partner Airline, the Benefit Partner Airline coupon contained in the ticket must be entered under the heading "company profile / register points / flight tickets / entry of ticket numbers". The precondition for points collection is that the flight date is subsequent to the date of PartnerPlusBenefit registration.

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

If no credit-/payment card details have been stored in PartnerPlusBenefit, for capture of flight details the ticket numbers must be entered manually into the Benefit Point account under the heading "company profile / register points / flight tickets / entry of ticket numbers". 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". The number of Benefit Points per route in each

case will be in accordance with the Benefit Points collection overview applicable at the time of flying the route concerned (see section 3.2.3). Benefit Points will generally be credited to the Benefit Point account approx. 10-12 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.

#### **3.2.6.3. Automatic capture of ticket data via company ID**

Eligible tickets issued via a travel agency can also be captured by means of entering a company ID in the Passenger Name Record. The company ID has to be requested online under "company profile / register points / company ID" and will be issued within a few working days after submitting the request from the account in the PartnerPlusBenefit website. Company ID tracking is currently available for capturing tickets flown on Air Canada, Air China, Air Dolomiti, Austrian Airlines, ANA All Nippon Airlines, Brussels Airlines, Eurowings (only GDS bookings), Lufthansa, Swiss International Air Lines and United Airlines. The number of Benefit Points will be credited automatically in accordance to section 3.2.3 approx. 10-12 weeks after the date of flight. For the request of the Company ID, Lufthansa credits 400 points to the company's account. The condition is that Lufthansa has never credited 400 points for entering a credit-/payment card.

#### **3.2.6.4. Automatic capture of Benefit Points for online bookings initiated on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com)**

After successful login on [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com), online bookings initiated via [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) are automatically captured in the Benefit Account. The number of Benefit Points will be credited automatically in accordance to section 3.2.3. approx. 10-12 weeks after the date of flight. The successful capture of the online booking will be visible in the booking confirmation.

#### **3.2.6.5. Automatic capture of Benefit Points for bookings initiated on [www.lufthansa.com](http://www.lufthansa.com), [www.eurowings.com](http://www.eurowings.com), [www.austrian.com](http://www.austrian.com) and [www.swiss.com](http://www.swiss.com)**

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) have to be inserted to ensure an automated capture in the Benefit Account. According to section 3.2.3 the Benefit Points will be credited approx. 10-12 weeks after the date of flight. The PartnerPlusBenefit contract number for Eurowings flights (booked on [www.eurowings.com](http://www.eurowings.com)) will be valid if subsequently entered by the end of the month of your return flight. Therefore please contact the Eurowings call centre in this regard.

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

Credited Benefit Points will be shown on the member's Benefit Point 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 Benefit Points account. The current Benefit Point balance is retrievable on the program's website under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) by means of the personal username and password. If the Benefit Point balance is not retrieved, the member will be reminded three months later by e-mail.

### 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 “points / redeem Points”. 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 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:

A party eligible itself under section 2.1 or by the party's permanent employees in exercise of the member's commercial function

A party eligible itself under section 2.1 or by the member's permanent employees in exercise of the member's self-employed function

A party eligible itself under Section 2.1 or by the member's permanent employees in fulfilment of the member's purpose.

#### 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) under “points / redeem Points / free flights” on 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.

Benefit Free Flights with Lufthansa and the Benefit 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

	Booking class First Class	Booking class Business Class	Booking class Premium Economy Class	Booking class Economy Class
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	R	X
United Airlines / UA		I		X
Air China / CA	O	I		X
Singapore Airlines / SQ	O	I		X

Benefit Free Flights are not permitted on Air China operated flights within the China domestic routes.

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.

Benefit Free Flights will always be issued as etix® (electronic tickets).

Taxes, fees and surcharges on european and international flights operated by Lufthansa with Lufthansa 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.

On SWISS, Benefit Free Flights in First Class are only available for Miles and More-members with HON- or SEN-status.

For Benefit Free Flight there is generally an advance booking period of one working day (24 hours from Monday to Friday) prior to departure, with the exception of Eurowings, where there is an advance booking period for free flights of 3 working days (72 hours from Monday to Friday) prior to departure.

Moreover all booking enquiries have to be place during the opening hours of the PartnerPlusBenefit Service Center, see section 7.)

Benefit Free Flight bookings can only be changed if and insofar as a Benefit Free Flight is available on the new flight.

For Benefit Free Flight following alteration and cancellation rules apply:

You can rebook Benefit Free Flights once free of charge up to one working day (24 hours from Monday to Friday) before departure. For Benefit Free Flights on Eurowings, a one-time rebooking up to 3 working days

(72 hours from Monday to Friday) before departure is possible free of charge. For any additional alteration of the date a fee of 50 Euros / 70 CHF will apply which can also be paid in Benefit Points. In this case the reduced point amount of 3.500 points will be deducted from the member's Benefit Point Account. If the routing / operating airline of a Benefit Free Flight is to be changed this requires a cancellation of the original flight which is possible until one working day (24 hours from Monday to Friday) prior to departure against a fee of 3.500 Points.

The precondition for all changes and cancellations is that the enquiry is made at the PartnerPlusBenefit Service Center during their opening hours, see section 7.

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 3.5. 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.

In the case of free flights with Eurowings on the SMART fare, one item of baggage (max. 23 kg), an on-board snack and a drink are included. In the case of free flights with Eurowings on the BIZclass fare, two items of baggage (max. 32 kg each), two pieces of hand luggage and à-la-carte catering are included.

#### 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 ("Benefit Upgrade") from Economy Class to Premium Economy Class, from Economy Class to Business Class, from Premium Economy Class to Business Class, from Business Class to First Class, of Lufthansa flights and flights of Benefit Partner Airlines as specified under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com) under "points / redeem points / upgrades". 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.

The deadline for operating upgrades is 1 workday before departure (for upgrades with United 5 workdays). Benefit Upgrades with Lufthansa and the Benefit Partner Airlines can be booked in the following booking classes:

	Booking class Upgrades to First Class	Booking class Upgrades to Business Class	Booking class Upgrades to Premium Economy
Air Canada / AC		I	N
Austrian Airlines / OS		I	R
Air Dolomiti / EN		I	

	Booking class Upgrades to First Class	Booking class Upgrades to Business Class	Booking class Upgrades to Premium Economy
All Nippon Airways / NH	O	I	
Brussels Airlines / SN		I	R
Lufthansa / LH	O	I	R
Swiss International Air Lines / LX	A	I	R
United Airlines / UA		I	NR
Air China / CA	O	I	
Singapore Airlines / SQ	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 Benefit Upgrades will be ruled out for these connections. Benefit Upgrades are not possible for group bookings/tariffs. Benefit Upgrade bookings can only be changed if and in so far as a Benefit Upgrade is available on the flight to be changed. Benefit Upgrade bookings, as well as changes and cancellations of Benefit Upgrades can only be made by the PartnerPlusBenefit Service Center and must be made at least one working day prior to departure (United Airlines flights 5 working days) (Mo - Fr) (Condition: the booking enquiry is made during PartnerPlusBenefit Service Center opening hours, See section 7.).

Benefit Upgrades can be rebooked once free of charge until up to one working day (Mon-Fri)(United Airlines flights 5 working days) before departure. For any additional rebooking a charge of 50 Euros / 70 CHF will apply. This can be charged by deducting a reduced number of 3.500 points from the Benefit Point Account. Cancellation of a Benefit Upgrade is possible against a fee of 3.500 Benefit points and up to one working day (Mon-Fri) before departure.

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 as specified in Section 3.5 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 can only be issued for Economy Class, Premium Economy Class and Business Class tickets booked in booking classes which are entitled for Benefit Upgrade Awards. An overview of booking classes that qualify for upgrades as well as routings which are excluded from upgrades per airline is provided at: "Points / Redeem Points / Upgrades / Booking class overview".

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

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. Excess baggage can only be booked via the PartnerPlusBenefit Service Center (see Section 7.) and must be carried out at least 72 hours before departure and during the opening hours of the PartnerPlusBenefit Service Center.

Benefit Excess Baggage can be requested for flights operated by Lufthansa with a Lufthansa flight number as well as flights operated by Austrian Airlines with an Austrian Airlines flight number, Swiss flights operated with Swiss flight number and Brussels Airlines flights operated with Brussels Airlines flight number. Separate Benefit Points must be expended for each flight segment. Flight confirmation is preconditional (Upgrades on waiting list bookings are not possible). The required Benefit 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 3 working days before the date of departure and during the opening hours of the PartnerPlusBenefit Service Center. Benefit Points which have already been deducted for cancelled Benefit Excess Baggage bookings will be re-credited to the member's Benefit Point account. The original expiry date as specified in Section 3.5 will be restored for the re-credited Benefit Points. Benefit Points cannot be re-credited if a Benefit Excess Baggage booking is not cancelled within the specified time-limit.

In addition, the following provisions are applicable to Benefit Excess Baggage:

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)

### **3.4.6. Lufthansa 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 "Points / Redeem Points / WorldShop awards".

Delivery of the non-cash awards will be to the saved company address in PartnerPlusBenefit.

### **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 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.

Economy Plus seat reservation is possible on all United Airlines or United Express operated flights with a United or codeshare flight number.

Economy Plus reservations are not eligible for the Light Fare such as booking classes L, G or T.

Benefit Seat Reservations 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).

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.

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 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 as specified in Section 3.5 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) under "Points / redeem Points". Furthermore all conditions of the special awards are applied, which are communicated in the category "Benefit Special Award".

#### **3.4.9. 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.

#### **3.4.10. 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.

Award tickets will only be sent as paper documents if standard electronic storage as etix® is not possible. Tickets for certain traffic areas will be issued exclusively as etix®. Award flight documents will remain valid for 12 months from the date of issue. The validity period of other award documents is specified in the respective PartnerPlusBenefit communications. Issued award documents cannot be transferred to third parties. A reasonable service fee will be charged for re-issue of documents to replace lost or stolen award documents. A service fee will not be charged for documents which are lost in the post during despatch to the member by Lufthansa, provided that the member reports the loss without delay to the PartnerPlusBenefit Service Center (see Section 7), at the latest within 5 working days (not including Saturday) of request of the award.

### **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 three months will be shown separately in the member's statement of account, which can be retrieved on the program's Internet 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.

### **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 the member as defined under section 2.1 is already a member in the PartnerPlusBenefit bonus program, Star Alliance Company Plus or PartnerPlusBenefit outside Austria, Germany, Liechtenstein, Slovakia and Switzerland ("foreign program"), the member cannot demand that the points collected in, or credited to, the foreign program will be transferred to the PartnerPlusBenefit bonus program. Lufthansa may, however, approve such transfer at the member's request. In the event of transfer of a credit balance from a foreign program to the PartnerPlusBenefit bonus program, exactly the number of points in credit will be transferred. Utilization of the Benefit Points is governed by the applicable provisions and points overviews in the PartnerPlusBenefit program.

## **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 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 Benefit Points or awards, as well as availment 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 awards "Benefit Free Flight" and "Benefit Excess Baggage", damages shall be equal to at least a sum in the amount of the rate or fare published for the route used (IATA published fare, Lufthansa rate for excess baggage), the sum disbursed being reclaimed in the case of Benefit Points which have already been disbursed as equivalent value in euros. The member reserves the right to prove that smaller losses or no losses have actually been incurred.

## **5. Termination**

### **5.1. Termination, freeze, exclusion from participation**

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

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

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

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

Further more the valid general conditions of carriage of Lufthansa and the respective Benefit Partner Airlines shall apply

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

German law shall apply exclusively. In so far as the member is a merchant (Kaufmann), a legal person under public law or a special public law fund, Frankfurt am Main, Germany, shall be agreed as the exclusive venue for jurisdiction of all claims arising from and in connection with the Lufthansa PartnerPlusBenefit corporate bonus program.

Only the German version of the present participation terms shall be binding upon the contracting parties (particularly with regard to the legal interpretation of particular provisions of the present participation terms). The present english version is provided for information purposes only.

The german version of the present participation terms can be retrieved under [www.partnerplusbenefit.com](http://www.partnerplusbenefit.com).

### **6.9. Severability clause**

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

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

For any questions, requests or complaints regarding PartnerPlusBenefit, the PartnerPlusBenefit Service Center is available under the following contact details:

Germany: + 49 (0)69 86 799 500

Austria and Slovakia: +43 (0)720 380 065

Switzerland/Liechtenstein: +41 (0)61 547 9154

Further information about e.g. opening hours are listed under "Contact" on the PartnerPlusBenefit online site.