

Special terms and conditions for purchasing and using the “city tour pass from airberlin and NIKI”

The city tour pass (hereafter “Ticket”) is a special offer available from Air Berlin PLC & Co. Luftverkehrs KG, Saatwinkler Damm 42-43, D-13627 Berlin (hereafter “airberlin”). Purchasing a Ticket gives the buyer the opportunity to use five city tour pass codes for the appropriate number of flights within a defined route network. The offer is subject to the following special terms and conditions:

1. Eligible customer group

The Ticket can be purchased by anyone aged between 18 and 27 years inclusive (hereafter “Customer”).

2. Special offer period

The special offer is divided into an acquisition period (the period during which the Tickets may be purchased) and a travel period (the period during which flights can be taken using the city tour pass codes). 3,000 Tickets are available for purchase within the scope of this offer. The acquisition period is limited to the period from 26.05.2011 until the last Ticket has been sold, while the travel period is limited to the period from 27.06.2011 to 31.08.2011. A Customer is entitled to use several Tickets during the special offer period.

3. Buying a Ticket

A Ticket can only be purchased online at www.airberlin.com/citytour. By declaring his or her intention to buy a Ticket, the Customer is offering to conclude a contract for the purchase of a Ticket. The details provided by the Customer within the scope of the declaration (in particular the surname, first name, date of birth and e-mail address) are incorporated as an integral part of the contract. These details cannot be changed at a later stage. airberlin will then send the Customer a confirmation of receipt (in addition to inactive city tour pass codes) together with a request to provide proof of entitlement. After this the Customer is required to send airberlin a legible copy of his or her passport or equivalent ID document as identification by fax or e-mail so that the Customer’s eligibility for this special offer can be verified. The document must be sent to airberlin’s Service Centre. The fax number and e-mail address of the Service Centre can be found at www.airberlin.com/citypass. The copy will be destroyed once it has been used for verification purposes.

The confirmation of receipt issued by airberlin does not represent a binding declaration of acceptance. The contract is not binding until the Customer’s eligibility has been successfully verified and the relevant e-mail confirmation (declaration of acceptance) has been received. The Customer is not entitled to use the city tour pass codes until payment has been effected. Once the city tour pass codes have been activated, the Customer will be able to book flights online at airberlin.com/citytour subject to these terms and conditions.

4. Payment

The Ticket (5 city tour pass codes) costs € 222 incl. any taxes, charges and fuel surcharges etc. Payment may be made by direct debit (this only applies to Customers with a bank account in Germany, Austria or the Netherlands) or by credit card. The relevant information and details relating to making a payment can be found in the e-mail confirmation.

5. Redeeming the city tour pass codes

5.1 The city tour pass codes sent out with the confirmation of receipt enable the Customer to claim carriage by air to 5 destinations (one city tour pass code for one flight) within the route network specified by airberlin. The specified routes can be viewed at any time at www.airberlin.com/citytour. The Ticket and therefore the city tour pass codes are provided strictly for the Customer's personal use. The Ticket or the city tour pass codes must not be resold, auctioned or transferred in any other way.

5.2 In order to book your city tour pass-flights payment information is required to process additional services (seat reservations, gourmet meals, etc.) in the following booking steps.

5.3 The individual flights can only be booked online at www.airberlin.com/citytour and up to 2 hours prior to departure, subject to availability. Confirmation of booking will be sent to the Customer's specified e-mail address for each individual flight booked (etix), and this must be presented when checking in at the airport. Customers can check in at airberlin's staffed check-in desks at the airport, or alternatively by using the Web Check-in facility at airberlin.com.

5.4 The same route may not be booked more than twice, irrespective of the sequence in which the city tour pass codes are redeemed (exclusion of commuter travel). Example: SCN-TXL-SCN-TXL-SCN -TXL

5.5 A city tour pass code is allocated to an individual flight. Flights with a scheduled intermediate stop (i.e. non-direct flights) are deemed to consist of 2 or more flights, as applicable, and therefore require separate bookings. Booking is subject to quota flights being available. Customers are credited once with a total of 2.220 topbonus miles for these flights. No further miles can be earned on these flights.

5.6 Once a flight has been booked it cannot be cancelled, nor can the flight or the passenger's name be changed. The city tour pass codes expire if they are not used for flights within the specified travel period. No refund or cash payment will be given for unused city tour pass codes. Nevertheless, in every case the standard savings in expenditure and potential alternative utilisation of the service booked are taken into account. Furthermore the Customer is entitled, under German law, to prove that the airline did not suffer any loss or that the claim for reimbursement or for compensation of expenses was significantly less.

6. Miscellaneous

Bookings are also subject to airberlin's General Terms and Conditions of Business / General Conditions of Carriage, which can be viewed at www.airberlin.com.

Stand 23.05.2011