

General Terms and Conditions for “airberlin exquisite”

The following general terms and conditions apply for all persons who participate in the “airberlin exquisite” programme of Airberlin PLC & Co. Luftverkehrs KG (hereinafter “airberlin”) and would like to purchase an “airberlin exquisite” product (either as an upgrade in Business Class or as “Neighbor Free”, in the following referred to as “product”) on the economy flight they have booked.

1. Prerequisites for Participation

Participation in the “airberlin exquisite” programme requires that the participating person (hereinafter “customer”) is at least 18 years old, has booked an economy ticket with airberlin and submitted a bid for a product no later than 72 hours before the planned departure. Bids can also be submitted by persons who are authorized to act on behalf of a customer. Bids can only be submitted for flights operated by airberlin (e.g., no airberlin code share flights that are not carried out by airberlin) and for flight tickets issued by airberlin. Bookings that include 10 (ten) or more people are excluded from the “airberlin exquisite” programme.

Economy tickets in booking classes A, X and R are excluded from participation in the “airberlin exquisite” programme for an upgrade to Business Class.

Economy tickets in booking classes X and R are excluded from participation in the “airberlin exquisite” programme for the “Neighbor Free” product. Bookings that include cabin luggage service, pet in cabin, unaccompanied minors, and/or Extraseat are excluded as well.

2. Bid Submission

Submitting a bid in connection with an economy ticket booked with airberlin entitles the customer to select a product from airberlin in accordance with the General Terms and Conditions. The customer does not have the right to claim that the bid submitted by him is accepted, i.e., airberlin shall have sole discretion over the selection. This applies regardless of whether empty seats are still available.

3. Acceptance Period

airberlin decides up to 12 (twelve) hours before the planned departure whether to accept or decline bids and makes notification of its decision by e-mail to the customer within this

period. If airberlin has not yet accepted the bid, then the customer can change it or withdraw it no later than 72 hours before the time of departure. After the bid is accepted by airberlin, the customer is obligated, with the exception of those cases regulated in clause 6, to pay for the product at the price offered by him.

4. Payment

Once airberlin has accepted the bid, the customer's credit card will be debited in the amount offered by him for the product. This amount includes all incidental taxes and fees, where applicable. This amount is shown to the customer before the submission of his bid. The amount paid by the customer and debited to his credit card is shown on his credit card statement as AIRBERLINEXQUISITE and is invoiced by the company Plusgrade on behalf of airberlin.

5. Terms of Reimbursement

Once airberlin has accepted the bid from the customer, no reimbursement of the amount corresponding to the bid submitted by the customer may take place unless one of the following reasons for reimbursement is present:

- a) reimbursement in the case of an upgrade to Business Class:
 - aa) the flight for which airberlin accepted a bid from the customer was cancelled by airberlin and the customer was rebooked to another flight in his originally booked Economy Class.
 - bb) for reasons attributable to airberlin, the customer could not be assigned an empty seat in Business Class on the booked flight because of a substitution to the airplane originally planned for the flight or because the feeder flight was delayed and the customer was not able to make the connecting flight.

b) reimbursement in the case of “Neighbor Free” products:

- aa) the flight for which airberlin accepted a bid from the customer was cancelled by airberlin and the customer was rebooked to a different flight on which no free adjacent seats or less than the required number of free adjacent seats could be assigned.
- bb) for reasons attributable to airberlin, the customer could not be assigned an empty adjacent seat or less than the required number of available adjacent seats on the booked flight because of a substitution to the airplane originally planned for the flight or because feeder flight was delayed and the customer was not able to make the connecting flight.
- cc) for reasons attributable to airberlin, and as the result of last-minute changes to the airplane occupancy, e.g., due to last-minute passenger bookings, the customer could not be assigned a free adjacent seat or less than the required number of free adjacent seats on the booked flight.

In these cases, airberlin reimburses the amount to the customer that corresponds to the bid submitted by him. For “Neighbor Free” bids with multiple free adjacent seats, each ungranted seat is reimbursed on a value basis. The reimbursement amount is credited to the credit card used by the customer for payment of the product. A reimbursement of the amount paid by the customer for the product is made in the currency used for original product payment. Fees that are charged by banks are not reimbursed to the customer. Fees already paid for the seat reservations originally booked in Economy Class are likewise not reimbursed to the customer. The economy ticket originally booked by the customer is reimbursed in the above-mentioned cases according to the applicable tariff provisions.

6. Exclusion of Reimbursement

If the customer cannot use the product granted to him for reasons attributable to him, for example in the case of a flight cancellation initiated by the customer, the customer's late arrival at the check-in counter, insufficient travel or visa documents, etc., a reimbursement of the amount corresponding to the submitted bid is excluded, even if one of the reasons for reimbursement in accordance with clause 5 exists. This applies as well if the customer rebooks the flight for reasons attributable to him. A bid already submitted becomes invalid and cannot be transferred to the newly booked flight. The customer is free to submit a new bid if this product is available on the flight to which he would like to rebook.

7. Validity of a Bid

A bid that the customer has submitted in accordance with these General Terms and Conditions is valid upon receipt by airberlin. If airberlin has accepted the bid, the product which the customer receives is only valid up to the time of the planned departure, and in the case of a delayed departure up to that time at which check-in is possible according to the provisions applicable. If the customer does not make use of the product within the previously stated time frames, the product loses its validity and expires. No reimbursement of the costs incurred here by the customer is granted.

8. Restrictions

airberlin does not guarantee any specific seat assignments for customers whose bids have been accepted by airberlin and for whom a product has been made available. In the case of an upgrade to Business Class, airberlin does not guarantee that a Business Class meal or other service associated with Business Class will be available on board. The customer is not entitled to the limousine service in Abu Dhabi.

9. Mileage Balance

In the case of an upgrade to Business Class, topbonus miles (award miles and status miles) are only granted for the original economy ticket. topbonus miles already earned for an upgrade as part of the "airberlin exquisite" programme are not redeemed. Special conditions apply for topbonus mileage upgrades.

10. Liability

airberlin and its agents hold unlimited liability to the customer under these General Terms and Conditions in the case of intent or gross negligence as well as in the presence of a guarantee. The liability is limited to simple negligence for injury to life, limb and health as well as breach of contractual obligations which would jeopardise the purpose of the contract, the fulfilment of which the customer is entitled to expect. Furthermore, any direct or indirect liability for products is excluded in accordance with these General Terms and Conditions.

11. Other Provisions

The General Terms and Conditions of Carriage of the airberlin group apply in addition. The contractual relationship between airberlin and the customer is governed exclusively by the laws of the Federal Republic of Germany. Place of performance and place of jurisdiction is Berlin.

12. Severability Clause

Should an individual provision of these General Terms and Conditions become invalid or inexecutable in part or in its entirety, this shall not affect the validity of the remaining provisions.

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