

TERMS AND CONDITIONS OF MEMBERSHIP FOR AIRBERLIN BUSINESS POINTS

As per: 01.03.2017

1. PROGRAM DESCRIPTION

airberlin business points is the official online business customer programme of airberlin for companies. The operator and issuer of airberlin business points is Air Berlin PLC & Co Luftverkehrs KG, Saatwinkler Damm 42-43, 13627 Berlin (hereinafter referred to as „airberlin“). The following terms and conditions of participation shall apply to the accrual and use of business points, as well as the detailed points concerning the carrying out of the airberlin business points programme. Special regulations can also be in accordance with the business points communication media (for example Internet page www.businesspoints.airberlin.com, newsletter).

2. ENTITLEMENT TO PARTICIPATE

All companies (natural persons, business partnerships, legal persons, professions (for example law and tax consultancy firms, medical practices, architect's offices, business consultancy firms, engineering companies) with at least 3 (three) employees who are headquartered in Germany or in another country in which the business points programme is offered, who book at least 10 (ten) flights per year with airberlin or another company of the airberlin group within the framework of their commercial activities (minimum purchasing quantity) and are not claiming any other benefits (for example corporate net rates, package flights, counter cards, travel organiser fares) are entitled to take part in the business points programme. Companies whose commercial activities concern at least the brokerage of flight tickets either for consideration or free-of-charge (for example travel agencies, trip organisers, travel agents or cruise companies) are not entitled to take part. Companies who are associated with another business as defined in § 15 of the German Stock Corporation Act (AktG) which already receives other benefits as defined above are also excluded from participation, unless airberlin gives its express agreement in text form (in writing, email, fax) in this respect. Finally, companies whose merger (at least) takes place for the purpose of the collection of business points shall not be entitled to participate.

3. APPLICATION, CUSTOMER NUMBER

Participation in the business points programme can only be applied for by the managing director or by a designated employee with access and representation rights (for example travel manager) of the company via the online portal www.businesspoints.airberlin.com. When making the application, an extract from the commercial register or other proof of commercial activity on the basis of a national commercial register or public directory must be submitted as an electronic attachment in a common format (.pdf, .jpg, .gif and .png). No legal entitlement to an approval of participation shall exist. Following successful registration, the customer will receive a customer number, password (for the profile) and a PIN number (for booking flights) via the submitted email address, which are necessary for redeeming business points, account status enquiries, the profile administration and the collection of points when booking flights. The company shall ensure that the password and PIN number are securely stored and shall be liable in relation to airberlin and any third parties for breaches in case of misuse in accordance with the statutory provisions. In order to notify a change of business address or to receive new access data (new password or new PIN number, for example in case of loss or misuse), the company shall be obliged to contact the airberlin address named in Number 10 in writing, quoting the customer number.



4. CHECKS CONCERNING PROOF

The address of the company entered in the respective national commercial register or corresponding public directory shall be considered as the business headquarters. The company shall provide proof of this to airberlin on request. airberlin shall be entitled to request suitable proof of entitlement to apply, as well as proof concerning the employment relationships. In case of missing, incomplete or insufficient provision of the requested proof, airberlin shall be entitled to reject the application, as well as to extraordinarily terminate the participant account of the company with notice in accordance with Number 9.2 following a fruitless request.

5. START OF PARTICIPATION

The participation will begin following registration on the official online portal www.businesspoints.airberlin.com, with the entry of a user name, password or PIN number, and subsequent sending of a business points customer number (activation). Only one business points account can be opened and managed per company.

6. AIRBERLIN BUSINESS POINTS BENEFITS

6.1 General

The mathematical unit of business points are points. The acquisition (also described as „collecting“) and the redeeming of points shall be in accordance with the following provisions.

The business points programme entitles all permanent employees of full age of the company to collect and redeem points for the company's own business points account, provided that the respective flight is for business purposes. This entitlement takes effect on the time of commencement of the participation (Number 5) and cannot be claimed retrospectively.

The collection of points is possible in various ways, also via partner companies. airberlin has no direct influence over such companies, therefore it is not responsible for the unlimited availability of the service of the partner company (for example hotel stays, rental cars) and the proper fulfilment of the contract. The general terms and conditions of business of the respective partner company shall also apply.

Points can only be credited to the personal business points account of the company in respect of services used by permanent employees of the business themselves and may only be used for purposes set out in these terms and conditions of participation or other business points communication media. Points systems of other airberlin programmes cannot be transferred to the business points account, unless airberlin expressly points out this option with a specific partner.

The business points account and the business points balance cannot be transferred and cannot be paid as cash. The transfer of point balances from the business points account of the company to that of another participating company or to an account of another programme is not possible. In addition, it is not possible to credit points to the company account for services which were used by persons other than a permanent employee of the business. Should the service used entitle credits to more than one customer loyalty programme, a credit under airberlin business points shall only be possible if no credit takes place for another programme. The company shall be responsible for choosing to which partner programme the credit shall be assigned. Should miles, points or similar have already been credited to another partner programme - with the exception of the airberlin topbonus programme - a credit under business points shall no longer be possible. Points of the business points programme and miles of the topbonus programme cannot be combined.

6.2 Account statements

The company has the option of viewing its account balance and details concerning individual transactions online at any time at www.businesspoints.airberlin.com by entering the user name and password. airberlin shall also be entitled to retrospectively cancel points allocated to the account at any time, if the flights are excluded from the credit in accordance with Number 6.3.3.



6.3 Collection of points

The number of the points to be credited shall be in accordance with the rules concerning the collection of points applicable at the time of use of the service - published at www.businesspoints.airberlin.com. Other options for acquiring points under the additional special regulations in this respect can also be found here.

6.3.1 Flights

Points can be collected on flights with airberlin (AB) or NIKI (HG) flight numbers that are operated with an aircraft belonging to the airberlin group or the respective partner airline and for which airberlin documents (i.e. ticket number begins with „745“) are issued. In addition, points can be earned on flights with Etihad (EY) or Alitalia (AZ) flight numbers that are operated with an aircraft belonging to Etihad Airways, Alitalia or the respective partner airline and for which Etihad documents (i.e. ticket number begins with „607“) or Alitalia documents (i.e. ticket number begins with „055“) are issued. Explicitly excluded are flights with EY or AZ flight numbers operated by an airline which is not a partner airline in the business points programme. This also excludes charter flights. A list of the partner airlines is available at businesspoints.airberlin.com. For each scheduled flight which is taken and paid for in full, business points will be credited to the account of the company, subject to Number 6.3.5 business points. The issuing of points can be restricted on certain routes and in certain booking classes. The number of points to be credited shall be in accordance with the booking class, the tariff and distance zone in line with the current valid table of the airline providing the flight at the time of booking the service. The respective table is published on the website www.businesspoints.airberlin.com and can be viewed there. In case of booking an economy class flight and a subsequent upgrade into business class, the credit shall only be provided in respect of the points for the booked economy class journey.

6.3.2 business points partner companies

A crediting of points can also take place via business points partners; a list of the partner companies is published in the business points communication media, as well as at www.businesspoints.airberlin.com. Points will be credited for services of partner companies within the framework of the business points account of the business. However, prior to using the services of the partners, the company should inform itself as to whether the specific partner company credits points, as some partner companies are regionally limited. The amount of the points credit will be notified separately. The temporary or ongoing granting of business points by partner companies within the framework of a marketing campaign or a service purchase will be publicised on the website www.businesspoints.airberlin.com or by the respective partner itself and can be viewed there.

6.3.3. Exclusion of crediting of points

A crediting of points shall be excluded for persons who have not reached the age of 18 by the time of taking the flight, in case of industry discount tariffs (ID, IP, AD, GE, DG, PEP) and for topbonus premium services. In addition, a crediting of points shall be excluded in case of (free) flights with benefits under another bonus or card programme (for example counter card etc) of airberlin, in case of certain special offer fares, as well as in respect of flights for non-business purposes or by non-permanent employees of the company. Should the invoice address not correspond to the details in the business points customer profile, no points can be credited either.

6.3.4 Abuse, temporary blocking and possible damages claims

6.3.4.1. Abuse shall be present in the following cases for which the company is responsible:

a) If a registration for the business points programme is carried out, even though the registering person is not entitled to do so and/or the company which is registered is not entitled to participate for reasons set out in Number 2.

b) If points are collected by entering the customer number or retrospectively via the online form for a points credit, even though no entitlement for this is present in accordance with Number 6.3.3.



c) If points are redeemed for premium flights which are booked and/or used by non-entitled persons and/or not within the framework of a business-related travel purpose.

d) If premium flights are transferred to third parties or through the brokering of the purchase or sale of business points by means of sale, exchange, the offering to auction or other handing over of premiums

6.3.4.2 In case of suspicion of the presence of abuse in accordance with Number 6.3.4.1, airberlin shall reserve the right to temporarily suspend the further redemption of points credits under the business points account for up to 14 days following the sending of a suspension notice to the company, in order to carry out a verification of the suspicion and a clarification of the facts. During the suspension, it will still be possible to collect business points in accordance with Number 6.3. Should the suspicion of abuse be confirmed, airberlin shall be entitled to extraordinary termination in accordance with Number 9.2. In case of obvious or particularly serious instances of abuse, airberlin shall be entitled to extraordinary termination without a prior suspension.

6.3.4.3. airberlin shall also reserve the right to suspend premium flights which have already been issued in return for points, as well as to deduct the unlawfully collected points from the participant account of the company. Number 9.2 and the right of assertion of further claims against the company, including damages claims, shall not be affected thereby. In case of premium flights or upgrades, the damages shall consist of at least a sum to the amount of the published tariff for the flight taken (IATA published fare). The company shall be entitled to provide proof that no losses or a minor loss have been incurred by airberlin due to the abuse.

6.3.5 Crediting procedure

As a rule, the requirement for a crediting of points shall be the giving of the customer number and PIN number when entering the commercial billing address at the time of booking in the fields provided at airberlin.com. When booking via a global reservation system (GDS), the customer number must be given in the prescribed format during ticketing. airberlin provides detailed information in this respect at www.businesspoints.airberlin.com. Retroactive crediting of points is not possible. No points are credited on the basis of unused, refunded or expired vouchers and coupons.

6.4 Redemption of points

6.4.1 Premium flights and other premiums

Once the company has collected the necessary number of points in its account for a premium flight, the company can redeem these against a premium flight in accordance with the currently valid premium table. The premium tables for flights of airberlin or the partner airlines comprise the routes offered and the necessary points for a one-way flight. These are published at www.businesspoints.airberlin.com. The availability of the premium flights can vary according to flight date and is not possible on routes which are excluded from the collection of points in accordance with Number 6.3.1. Flights which have already been booked cannot be retrospectively converted into premium flights. Flight premiums can only be firmly booked. An optional reservation is not possible. The respective points deduction will take place immediately on booking the flight. The booking of a premium flight against the redemption of points can only be undertaken by the managing director of the business or by the named employee of the company with access and representation entitlements (for example travel manager). Points tables for other premiums (for example of partner companies) are subject to separate conditions, which can be viewed at www.businesspoints.airberlin.com.

6.4.2 Premium terms and conditions

Alongside the presence of the special conditions, the booking or rescheduling of a premium flight is only possible if the quota for the booking of premium flights for the requested flight has not yet been filled. Waiting list bookings or a flight without a confirmed booking are not possible. The rebooking of a premium flight to a later date within the validity of the premium ticket and within the same flight zone is possible once free-of-charge. The published rebooking fees in accordance with general terms and conditions of carriage of the airberlin group or the partner airline apply to name changes or a further rebooking. Taxes, fees and other surcharges must be paid by the company and cannot be credited with points.



In case of cancellation or non-taking of the premium flight, the points used will not be restored to the customer account. A crediting of points for premium flights is not possible. Premium flights are only offered exclusive of all taxes (for example airport taxes), fees (for example safety fees), duties or other surcharges which accompany the allocation or use of a premium flight. Additional services within the framework of a status of the topbonus programme, the frequent flyer programme of a partner airline or the oneworld® frequent flyer programme are not possible together with premium flights.

6.4.3 Transferability of premiums

Premium flights which have been booked are non-transferable. The sale, exchange, offering for auction or other passing on of premiums or premium documents to third parties shall be excluded, unless expressly permitted. In addition, the arrangement of the purchase or sale of business points shall be excluded. In case of abuse for which an employee of the company is responsible in accordance with this paragraph, airberlin shall be entitled to extraordinarily terminate the participation of the company in accordance with Number 9.2. Further suspension and damages claims of airberlin shall be in accordance with Number 6.3.5.

6.5 Expiry of points

Subject to deviating information in the business points communications media, business points which have not been redeemed shall expire following a period of 36 months at the end of the quarter in which they were collected. The date of the service to which the points were credited shall form the basis of this.

7. LIABILITY

In respect of losses which are incurred by the company through airberlin, a partner company or the respective vicarious agent, the following shall apply: in case of intent or gross negligence or in case of the presence of a guarantee, the liability shall be unlimited. In case of simple negligence, the liability shall also be unlimited in case of injury to life, body or health. In case of a simply negligent breach of essential contractual obligation, the liability shall be limited to the damage to property and financial losses to the amount of the foreseeable and typically occurring losses. A significant obligation shall be one whose fulfilment is essential for proper performance of the contract, whose breach endangers attainment of the contractual purpose and on whose compliance the participating company can regularly rely. Any further liability to pay damages shall be excluded, except for claims under the German Product Liability Act (Produkthaftungsgesetz).

8. DATA PROTECTION

The personal and company data connected to participation in the business points programme shall be gathered and processed in accordance with the applicable data protection regulations, which serve to implement the scheme. To the extent that it is necessary on the part of airberlin to conclude or perform contracts and services, personal data of the company and/or its employees can be forwarded on to service providers and/or other third parties. The company hereby guarantees that it fulfils all requirements under data protection laws for the gathering, processing and use of personal data of its employees within the framework of the business points programme. Further details can be found at www.businesspoints.airberlin.com and in the „data protection declaration“ subsection.

9. TERMINATION OF THE CONTRACT

9.1 Regular termination

The company shall be entitled to regularly terminate the contractual relationship concerning participation in the airberlin business points programme without notice, without the need for reasons. Points which have already been accrued will expire - subject to an earlier expiry in accordance with Number 6.5 - in such cases 12 months following receipt of the termination by airberlin. airberlin shall be entitled to regularly terminate the contractual relationship by giving notice of 2 weeks, without the need for reasons. The termination must take



place at least in text form (in writing, email, fax). Following termination of the contract, the company shall no longer be entitled to collect business points or use other business points services, with the exception of the following provision. In case of ordinary termination by airberlin, points which have already been collected can be used for up to 12 months following receipt of the regular termination if the company so wishes, with the reservation of an earlier expiry in accordance with Number 6.5 and provided that these points were obtained through correct behaviour. Following the expiry of 12 months, any remaining business points shall expire.

9.2 Extraordinary termination

Both parties shall be entitled to termination without complying with a period of notice if important reasons are present. An important reason shall be present if the continuation of the contractual relationship until expiry of the ordinary period of notice cannot be reasonably expected of the terminating party, taking into account all the circumstances of the individual case and considering the mutual interests. The statutory provisions shall apply to the handling of the contractual relationship following extraordinary termination. In case of justified extraordinary termination by airberlin, the business points shall expire on receipt of the notice of termination by the company.

9.3 Text form of termination

Termination must always be made in text form (in writing, email, fax) and shall be sent to the address named in Number 10.

9.4 Ending of the programme

In case of ending the programme, airberlin shall be entitled to extraordinarily terminate participation in the business points programme (see Number 9.2). The same shall apply in cases where the business points programme is replaced by another scheme. In such a case, the company shall also have the right of termination in accordance with Number 9.2, whereby the points can be claimed up to 12 months following receipt of termination, with the reservation of an earlier expiry in accordance with Number 6.5. The same shall apply if the contracting partners of the business points programme should change..

9.5 Non-attainment of the minimum purchase quantity

Should the company not attain the necessary minimum number of flights within a year of registration in accordance with Number 2 (minimum purchase quantity), airberlin shall be entitled to extraordinarily terminate the participation in the business points programme in accordance with Number 9.2.

9.6 Amendments

airberlin shall retain the right to carry out amendments or additions to the terms and conditions of participation, the partners, the premium categories and services, the table for the collection of points, the premiums or other procedures described in the programme documents for airberlin business points. The company will be informed of the amendments and additions in text form. The company shall be required to log in at regular intervals in order to be aware of corresponding notifications in its profile. The amendment shall be deemed as having being accepted if not objected to by the company within a deadline of 4 weeks following receipt of the notification concerning the amendment or addition. In the notification, the company will once again be expressly advised of this declaration deadline, as well as the consequences of silence. Should the customer object to an amendment or addition, airberlin shall be entitled to extraordinary termination in accordance with Number 9.2. The same shall apply in case that airberlin subsequently extends the business points programme to additional issuers.



10. CONTACT DETAILS

All legal declarations in connection with the business points programme should be addressed to:

Air Berlin PLC & Co. Luftverkehrs KG
airberlin business points
Saatwinkler Damm 42-43
13627 Berlin, Deutschland

or E-mail: businesspoints.airberlin.com

11. CHOICE OF LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

German law shall exclusively apply. The parties hereby agree that Berlin shall be the exclusive place of jurisdiction for all legal disputes in connection with the business points programme at hand. Should one of the provisions of this agreement be ineffective or unenforceable in full or in part, the effectiveness of the remainder of the contract shall not be affected thereby. In such a case, the contracting parties shall be obliged to replace the ineffective and unenforceable provision with an effective or enforceable clause which comes closest to the economically intended purpose of the provision which is ineffective or unenforceable in full or in part, within the framework of the overall contract. Should the contractual purpose not be attainable with effective and enforceable regulations, both parties shall be entitled to termination without notice for important reasons.

