

1. Scope and entitlement to membership

- (1) The TUIfly Loyalty and Premium flight loyalty programme (hereinafter programme) gives you (hereinafter the member) the opportunity of earning award miles for numerous flights offered by the operator(s) listed at the end of these terms and conditions and – insofar as they are offered – for performances of partner companies. The member can redeem the award miles for awards in kind and/or award services (hereinafter awards). The programme is currently been run under the name “bluemiles”. The operator reserves the right to change this name at any time in which case the member will be notified at least in writing.
- (2) The conditions of membership below govern the free membership in the programme. Natural persons aged two or more domiciled in Germany or another country in which the programme is available and which is served by the operator and/or its (partner) airlines are entitled to membership.
- (3) The programme is basically operated online via the website www.tuifly.com (hereinafter website). Therefore having an email address for purposes of communications is a condition of membership.
- (4) To sign up for the programme the applicant must completely fill in the registration form on the website and send it to the operator. No other method of signing up is foreseen. The potential member must provide correct, full and up-to-date details in the application. The member is fully responsible for up-dating without delay any changes related to the details provided by editing the relevant entries in the relevant section on the website. If the member does not comply with this undertaking, he shall be liable for all resulting disadvantage and detriment.
- (5) As proof of opening an account (commencement of membership) the member is sent his membership number and personal identification number (PIN) in text form at least (email). If the operator issues a membership card, e.g. a plastic card, this remains the property of the operator and must be returned without delay so requested to the operator upon termination of the membership. There is no legal entitlement to membership; the operator can refuse membership to the programme without giving any reason.
- (6) Any one person may open only one account (“account”).

2. Personal identification number (PIN)

The PIN issued by the operator is used to identify the member, e.g. when redeeming awards or making account queries on the website. To avoid improper use each member undertakes not to give the PIN to any unauthorised person. If improper use of the PIN is suspected, the member shall notify the operator without delay by means of the contact information provided on the website. The operator is not liable for any improper use of the PIN for which it is not responsible.

3. Earning award miles

- (1) The member can start to collect award miles on his award miles account as soon as membership has commenced. The award miles can only be earned on the basis of the performance specified in these conditions of membership, the miles table on the website (miles table) and/or partner overview and can only be redeemed for the purposes specified. No award miles can be earned for the consumption of air carriage performances (flights) or other performances that were initiated or fulfilled before commencement of the membership.
- a) Members basically earn a certain number of route-dependent award miles for all fully paid flights operated by the operator that the member actually has flown on and for all flights operated by the (partner) airlines set forth in the miles table. The operator can also specify in the miles table any applicable special terms, exceptions etc. for instance for code share flights, package holiday flights etc.
- b) If the operator so offers, award miles can be earned by buying certain goods and/or using certain services (partner services) from third parties (programme partners). Programme partners and partner services are exclusively published in the partner overview on the website. Programme partners are companies on which the operator has no direct influence. The operator is therefore not liable for the availability of the partner services, their proper fulfilment etc. Partner services may also be governed by the general terms and conditions of the programme partner.
- (2) The operator specifies the number of award miles that can be earned by purchasing flights described in this section in clause 1 part a) and/or for programme partner services as described in this section clause 1 part b) in the miles table and in the partner overview respectively. The valid miles table and partner overview are published on the website. Additional announcements in other media (e.g. information booklets, flyers, etc.) may appear but are not binding. The number of award miles credited depends on the relevant programme conditions at the time of claiming in the miles table or partner overview.
- (3) For flights described in clause 1 part a) the relevant number of award miles according to the miles table are credited once only irrespective of the number of seats (flight seats) booked or paid for, i.e. for one seat only.
- (4) Miles vouchers only entitle the member to the award miles in line with the conditions set forth on the voucher. Re-selling miles vouchers or other forms of transfer, even at no charge, are not permitted. A miles voucher that was transferred to another person in contravention of sentence 2 and presented to the operator is neither credited to the account of the original beneficiary or to that of the person in possession of the voucher.
- (5) The operator can specify other methods of earning miles on the website as well as in other media.

4. Crediting award miles/ transfer of award miles

- (1) For flights in line with section 3 clause 1 part a) the member is credited with the respective number of award miles after the flight. As a rule the crediting of award miles to the account is automatic if the member states his membership number when booking the flight (so far as this is possible) or when presenting his membership number at the check-in.
- (2) The retroactive crediting of award miles that were not automatically credited for flights in line with section 3 clause 1 part a) can be carried out within 3 months after commencing the flight. To do so the operator needs the complete booking number and flight number and the route. The operator reserves the right to request presentation of the original boarding pass in the name of the member issued for the flight as well as a receipt showing payment or booking confirmation in the name of the member. The operator shall return the above documents only if the member expressly so requests and encloses a stamped and addressed envelope.

(3) In the case of partner services as described in section 3 clause 1 part b) the programme partner credits the award miles to the account. The programme partner and the member are responsible for resolving any disagreements in this context. Any retroactive crediting of award miles also depends on the terms and conditions of the programme partner. In particular the operator is not liable for the crediting of award miles by the programme partner.

(4) The account and/or credited award miles in the account are not transferable and cannot be converted to or redeemed in cash. It is not possible to transfer credited award miles from one account to another account or to a Loyalty or miles account in the name of the member with another flight loyalty programme. This also applies to the transfer of points, award miles or similar from other programmes to an account as long as the operator does not expressly allow such a transaction.

5. Exclusions to crediting miles

- (1) No award miles are credited for unused, refunded, expired or invalid tickets/e-tickets. No award miles are credited for certain special rates, e.g. for industry discount rates (ID, AD, PEP, etc.), for flight vouchers from the operator and from partner airlines specified by the operator, for gratis flight vouchers, free flights and employee bookings or other discount tickets. No award miles are credited for flights (see section 8, clause 4, part a)) redeemed within this programme. This also applies to flights taken before 01.11.2004. The operator also reserves the right to publish further exclusions on its website.
- (2) The exclusion provisions for crediting award miles for partner services provided by programme partners depend solely on their respective terms and conditions.
- (3) If the member is also a member of another loyalty programme in which the flight or the performance entitles the crediting of award miles, points or similar, then the crediting of award miles can only be made to one account in one programme only. If miles, points or similar have already been credited to an account in other programme, then crediting award miles is no longer possible. In this context the operator may withdraw any improperly credited miles to an account.
- (4) Award miles for performances that were consumed by another person other than the member in whose name the performance was booked and/or paid for cannot be credited to the member's account. Award miles can only be credited in favour of the person actually consuming the performance (e.g. person identified on the boarding pass) in as much as said person is a member of this programme.

6. Expiry/improper use/lost card

- (1) Award miles credited to the account that are not redeemed for an award within 24 months after the day of taking the flight or using the partner service lapse without substitution.
- (2) The operator and programme partners reserve the right to validate that the award miles were properly acquired and to strike off from the respective account any award miles acquired improperly or not in compliance with these conditions of membership.
- (3) In the event of award miles or award flights being acquired improperly or otherwise not in compliance with these conditions of membership or in the event of false declaration regarding their acquisition the member undertakes to fully recompense the operator and/or the programme partners for any damage caused. Furthermore the operator can in this case cancel the membership without notice.
- (4) The operator must be informed immediately if a membership card is lost or stolen (see section 1, clause 5 part 2). The operator is entitled to charge a handling fee of €10 per card for re-issuing a membership card.

7. Balance of account

- (1) A member can check the balance of his account at any time on the website.
- (2) If there is one or more transaction on the account the operator will inform the member regularly as to the balance of the account. Statements of account in text form (email) only are sent every four calendar months. The operator reserves the right, after prior notification on an emailed statement of account or through a newsletter, to cancel sending the balance of the account by email with the effect that the only option open to the member of checking the balance of his account is online.
- (3) Any disagreement regarding the balance of the account must be notified in text form at least within 30 days of receipt of the statement of account and/or first notification on the website. Thereafter the statement of account as shown is deemed accepted. If the balance of account is sent in as an email, it not possible to provide copies thereof and/or duplicate deliveries of the information/documentation.

8. Redeeming award miles

- (1) Each member can redeem credited award miles for awards once the account has reached a sufficient credit level. The award miles collected in the account can be redeemed only for awards indicated in the latest award table published on the website.
- (2) For award flights the following applies:
- a) A precondition for obtaining an award flight is the availability of the desired flight in line with section 9 and the booking of the flight. The award flight can only be booked with the operator and only using the method published on the website. The operator also reserves the express right to make award flights exclusively available via the website. Immediately upon receipt of the booking documents produced for the award flight the member should verify them for correctness. If discrepancies or incorrect details are identified, the member must notify the operator immediately.
- b) Award miles can only be redeemed for flights that are listed by the airlines in the award table; the operator is entitled to post further conditions in the award table. Exceptions, special provisions etc. for earning award miles on certain flights (see also section 3 clause 1 part a, sentence 2), e.g. for code share flights, apply to redeeming award flights from award miles. No partial or full redemption of award miles in the context of flight-based package holidays is allowed. Additional exceptions and restrictions or special conditions (e.g. return ticket only for certain destinations) are detailed in the award table.
- c) Award tickets are valid 12 months from the date they are first booked into the system.
- d) The redemption of award miles for award tickets for children aged from two up to and including sixteen years is likewise governed by the conditions indicated in the award table. Child reductions do not apply.
- e) A previously booked regular flight cannot subsequently be converted to an award flight.

f) A member can only book an award flight in his name for his own use unless the operator has announced conditions to the contrary on the website. It is not possible to transfer an award flight to another person.

g) The execution of the award flight is subject to subsections aa) and bb) below and the latest general conditions of carriage of the airline operating the award flight.

aa) Booked award flights cannot be cancelled. If the flight is not used, the award miles for redeeming the flight are not re-credited to the member's account.

bb) It is possible to change flight details of award flights within the parameters that apply to the award flight and upon payment of the fee detailed in the applicable general conditions of carriage of the respective airline. It is only possible to change flight details if seats are still available in the allocation foreseen for award flights. If it is not possible to re-book on another award flight, the award flight becomes null and void if it is not used by the member. It is not possible to change the booking for a cross-frontier flight to a domestic award flight and visa versa. Subsection aa) sentence 2 above applies.

The general conditions of carriage of the airline can be perused at the points of sale and on the website.

h) The member shall pay for all non-carriage ancillary costs that apply to the award flight, in particular taxes, levies and charges (e.g. security charges, airport tax, passenger fees) and extra charges (e.g. insurance and fuel surcharges). Information on the amounts is provided on the website. The payment of above ancillary costs is due when booking the award flight. The payment can be made at no charge by means of direct debit if the member has an account with a German bank. Alternatively, the ancillary costs can be paid by credit card for a fee detailed on the website. If the ancillary costs are not paid or paid for in time (delayed payment), the operator is entitled to charge a minimum default interest rate equal to the statutory rate plus a delayed payment handling fee of €5.50; the right to charge for additional damage caused by delay is reserved. In the event of a backcharge for overdue payments a backcharge flat-rate fee of €10.00/GBP6.00/SEK95.00 is to be paid to the operator unless the member can prove that the operator suffered no or slight damage. The operator is entitled to notify the airline operating the award flight to hinder the member from boarding the flight if the ancillary costs are not paid for by the time of the check-in at the latest.

9. Availability of award flights

(1) The availability of award flights can vary depending on date and/or route. Award flights are sometimes not available at certain times. An award flight can only be booked if seats are available in the allocation foreseen for award flights at the time of making the booking. It is not possible to make a waiting list booking or book a flight without confirmed booking. Award flights cannot be combined with reduced-rate performances (e.g. section 5 clause 1). The conditions for individual award flights can be modified or amended by special conditions. The operator will notify the member in a separate communication about these special conditions.

(2) The operator and/or the airlines operating the award flights can expand, restrict or cancel the flight services to all destinations without prior announcement. In this context there is no general entitlement to obtaining an award flight.

10. Termination of contract and/or programme

(1) A member can cancel membership at any time without notice; the cancellation of membership must be at least in text form. The operator can only cancel the membership with a notice of two weeks in text form at least. In this event the award miles remain valid for a period of 6 months after the notice of cancellation, assuming that no earlier expiry or voiding of membership occurs at an earlier date in line with section 6 clause 1.

(2) The contracting parties can also cancel at least in written form the contract for good cause without notice. For the operator good cause applies especially if a member seriously breaches these terms and conditions and/or the general conditions of carriage. In this case the award miles become null and void as soon as the member receives the notice of cancellation.

(3) The operator reserves the right to terminate the loyalty programme at any time or to replace it with another programme and to cancel the membership contract in such cases in line with clause 1 above, sentence 2.

(4) After proper cancellation or termination of the loyalty programme these terms and conditions still apply to processing the membership. In this case the member is, however, no longer entitled to earn miles.

11. Liability

(1) For damages that a member suffers in respect of his membership through the operator or its vicarious agents the following shall apply:

a) unlimited liability applies in the event of intent, gross negligence as well as in the event of injury to life, body and health.

b) In the event of ordinary negligence of crucial contractual obligations liability is limited to damage to property and any consequential damage to wealth for typical damages which the operator could have reasonably foreseen. Any further-reaching liability for damages in such cases is – with the exception of claims pursuant to the German product liability act – excluded.

(2) Liability in connection with award flights is governed exclusively by the applicable Terms and Conditions of Carriage.

12. Data protection/transfer of the programme to other legal entities

(1) Personal data associated with membership in the programme are used, acquired, collected, and processed in accordance with the applicable data protection regulations for purposes that serve the operation of the loyalty programme. The consent given by the member at the time of signing up for the use of his data for marketing and sales purposes is voluntary and can be revoked at any time by notifying the operator directly thereof by sending an appropriately worded email to info@TUIfly.com. For more information on the subject of data protection the member can review the separate data protection commentary published for the programme on the website or request a copy by calling 01805-45 42 45 (€0.14/minute from Deutschen Telekom AG landline network).

(2) In the case that the operation of the programme is transferred to another legal entity associated in accordance with articles 15 and following of the German Stock Corporation Act with TUI AG (Hanover), the operator is entitled to transfer the personal data to said new legal entity. In this event the operator shall notify the member thereof in advance at least in text form.

13. Changes to miles and award tables, the partner overview and these conditions

(1) The operator reserves the right to change at any time in whole or in part the award miles and award tables, the partner overview and/or these conditions without notice as long as this is at the reasonable discretion of the operator and the member can be reasonably expected to accept the changes. Claims for damages against the operator stemming from any legal and/or country-specific amendments are excluded.

(2) Any changes or amendments to these conditions of membership will be announced in text form. They are deemed accepted if the member continues to use his card number and if he does not contest the changes in writing within two weeks of them being announced. This consequence will be expressly pointed out at the time of the announcement. If a member contests a change to the programme, the operator can cancel the membership with due notice in accordance with section 10, clause 1.

14. Taxing awards

Members are advised that in Germany any award miles earned in the context of a business trip and which are used for private award flights are deemed to be taxable income. For tax purposes employees are legally bound to notify their employer of the value of these awards. For persons in receipt of awards who are domiciled for tax purposes outside Germany the tax legislation of the respective country of domicile shall apply.

15. Transition provisions for members of the bluemiles loyalty programme

(1) Until the member is issued with the new card the customer card issued by Hapag-Lloyd Fluggesellschaft mbH for the bluemiles loyalty programme (bluemiles) can continue to be used to earn award miles. Award miles credited to the bluemile account remain valid in the framework of the programme assuming they comply with these conditions governing their validity. Calculating the validity of the award miles depends on the actual time of acquiring the award miles.

(2) The validity of award flights already booked via bluemiles and of the documents related to carriage remains in effect.

(3) Redeeming award miles earned in bluemiles for award flights is done by booking the award flights by 1.03.2007 under the condition that the operator pays the taxes and fees.

16. Final provisions

(1) German law applies exclusively.

(2) If the member does not have his general place of jurisdiction in Germany the place of jurisdiction is Hanover, Germany. Moreover, a member can be subject to legal proceedings at his normal place of jurisdiction or at another place where jurisdiction applies.

(3) If any of the individual provisions or part thereof are or become invalid, the validity of the remaining provisions shall in no way be affected. In such a case the invalid provision shall be replaced by a relative provision coming as close as possible to the sense and spirit and purpose of the invalid provision. The same governs any loopholes in the provisions.

Hapag-Lloyd Express GmbH, Benkenдорffstraße 22B, 30855 Langenhagen