

Berlin, 23.05.2017

Conditions of Use of the Common-Use Lounge

1. General

- 1.1. The Conditions of Use apply to the common-use lounge at Berlin-Tegel Airport. The operator of the common-use lounge service is Berliner-Flughafen Gesellschaft mbH (BFG).
- 1.2. Unless otherwise agreed within the Conditions of Use, the respective valid version of the Airport Handbook of Berlin-Tegel Airport applies.
- 1.3. The common-use lounge is open from 05:30 hrs. (local time) until 30 minutes before the last departure in Terminal C.
- 1.4. Use of the common-use lounge includes the following services:

Seating – For your stay, seating is available subject to availability and capacity

Food and beverages – During your stay, we shall provide you with a range of food and beverages for consumption on-site. We make every effort to prepare the food and beverages as suitably as possible. However, depending on demand restrictions may be placed on the range of food and beverages. Food and beverages brought into the lounge by passengers may not be consumed.

Press items – Subject to availability and capacity, we offer you a selection of current newspapers and magazines. The newspapers and magazines provided are available to you during your stay in our common-use lounge.

WIFI – Free access to airport WIFI is available throughout the entire area of the common-use lounge, depending on availability and capacity.

- 1.5. The duration of use of the lounge is limited to three hours. Should a longer stay be desired, please contact Information.
- 1.6. The common-use lounge is located behind the air security check points within the Schengen area. Passengers with a destination outside of the Schengen Zone are instructed to allow for sufficient time for boarder checks.
- 1.7. Flight times are displayed without guaranty. Passengers are required to inform themselves via their airline regarding boarding and departure times. BFG does not provide any guaranty for the passenger's timely arrival at the departure gate within the context of the use of the lounge service (boarding). Please observe the information/instructions of your airline in this matter.

2. Access Authorisation

- 2.1. Access to the common-use lounge is only provided to passengers with a departure on the same day.
- 2.2. Access to our common-use lounge is provided to passengers with the respective authorisation displayed on their boarding passes. Furthermore, any passenger may purchase access authorisation pursuant to the regulations laid out under Point 3, provided he possesses a flight ticket for the departure airport Berlin-Tegel, which is valid for the day of departure.
- 2.3. BFG reserves the right to deny access to the common-use lounge, in particular if the lounge cannot be opened due to force majeure, strike, construction work or official measures, or if the capacity does not permit accommodation of additional passengers.

3. Data Protection

- 3.1. For the purpose of contract fulfilment, the airport operator acquires, processes and uses certain personal data.
- 3.2. Once the reason for data acquisition, processing or storage no longer applies and no further legal grounds exist for retention, the stored data shall be deleted by the airport operator pursuant to the respective statutory legislation.

4. Liability

- 4.1. Liability is hereby excluded for the loss of luggage or other personal property.
- 4.2. Liability on the part of BFG for minor damages due to negligence or intent on the part of the airport operator or one of its vicarious agents is, in event of a breach of a serious contractual obligation, limited to foreseeable damages that are typical of the nature of the contract and in all other instances hereby excluded. The compensation-liability for damages arising from injury to life, body or health remains unaffected.
- 4.3. The airport operator is not liable for damages arising from force majeure or any other cause for which it is not responsible, e.g. official interventions or incorrect information regarding flight times or order data (departure or arrival times, connecting flights, flight destinations etc.).

5. Miscellaneous

The airport operator reserves the right to amend these Conditions of Use, charges, facilities and services as well as opening times at any time without prior announcement. The place of fulfilment and jurisdiction for duties and legal disputes arising from these Conditions of Use is Berlin. German law applies.