

In-App-Sales

Berlin, 11.06.2018

Information and General Terms & Conditions

1. Provider Information

Berliner Flughafen Gesellschaft mbH
A company of
Flughafen Berlin Brandenburg GmbH

T +49 30 6091-1150
E commercial@berlin-airport.de

Postal address:
Flughafen Berlin Brandenburg GmbH, 12521 Berlin

Chairman of the Supervisory Board: Michael Zehden
Chief Executive Officer: Prof. Dr.-Ing. Engelbert Lütke Daldrup
Chief Financial Officer: Heike Fölster
Chief Human Resources Officer: Dr. Manfred Bobke-von Camen

Seat of Company: Berlin
Registration court: Amtsgericht Charlottenburg HRB 159621 B
VAT-identification number: DE136629675

Platform for Online dispute resolution
<http://ec.europa.eu/consumers/odr/>

We do not take part in a dispute settlement procedure in front of a consumer conciliation board. The Legislation on consumer-related dispute settlement demands, however, that we direct you towards a consumer conciliation board responsible for you:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.
(General Conciliation Board of the Centre for Conciliation)
Straßburger Str. 8
77694 Kehl
<https://www.verbraucher-schlichter.de/>

2. Scope of Services

- 2.1 Berliner Flughafengesellschaft mbH – hereinafter known as BFG – offers a common-use lounge service subject to the charges applicable at Berlin Tegel Airport. This application permits you to make a binding booking and pay for the common-use lounge service using the supplied app.
- 2.2 The use of the common-use lounge service is only permitted in combination with a valid boarding pass / flight ticket for the day of the booking. The Conditions of Use of the common-use lounge apply, and are supplied as part of this booking offer.
- 2.3 Booking of the common-use lounge service does not relieve passengers of complying with applicable official instructions and conditions during the check-in and departure process (air security, passport or customs checks) as well as with agreements made with the respective airline or travel agent.

3. Conclusion of the Order / Amendments

- 3.1 Provision of the in-app booking option for services at Tegel Airport does not constitute a legally binding offer on the part of BFG, but rather a non-binding request to the customer to commission the respective service of BFG.
- 3.2 Provision of the necessary information by the customer in the order form provided through the app, provision of payment information and order confirmation by clicking the button “Buy now” at the end of the ordering process, constitutes a binding and irrevocable offer on the part of the customer to conclude a contract. The ordering process can be cancelled/terminated at any time by the customer until the point of clicking the button “Buy now” by clicking the “Back” button or by closing the app.
- 3.3 Acceptance of the respective offer is performed through confirmation of the order by BFG, which is itself performed immediately after the offer has been issued and payment information has been successfully verified. The order confirmation is displayed on the end device of the user and delivered to the email address provided by the user.

4. Charges

- 4.1 For each and every booking, a service charge is incurred by the customer in the amount displayed in the booking window, and which becomes due immediately for payment by credit card or Paypal.
- 4.2 Reimbursement of the service charge, even in event of non-use of the service, is hereby excluded.
- 4.3 For payment of the service, BFG employs the payment processing service provider Braintree.

Braintree
222 W Merchandise Mart Plaza
Suite 800
Chicago, IL 60654

All payment data provided during the ordering process are acquired and processed exclusively and independently by the payment processor.

5. Right of Withdrawal

This contract constellation is not subject to any right of withdrawal pursuant to § 312g para. 2 no. 9 German Civil Code (BGB). The customer is not entitled to withdraw his order/booking.

6. Data Protection

- 6.1 BFG reserves the right to acquire, process and use the personal data supplied during the booking process in compliance with the statutory data protection provisions for implementation of the common-use lounge service. Disclosure of personal data to third parties is not performed without the explicit consent of the user, provided this does not form part of the provision of service or fulfilment of the contract, or is required due to a legal duty of disclosure, e.g. to official agencies.
- 6.2 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 pursuant to the respective statutory legislation.
- 6.3 The user reserves the right, at any time and without statement of grounds, to request information about the data stored pertaining

to his person, free of charge, from BFG. Likewise, he may also request blocking, amendment or deletion from BFG provided this is legally permissible. Relevant requests should be sent to the contact address provided in Point 1.

- 6.4 Should the user have issued his consent for the processing of personal data, he may revoke this, non-retroactively, with re-spect to BFG and the contact data supplied in Point 1.

7. Liability

- 7.1 BFG is hereby liable for damages arising from intention or gross negligence with respect to the legal provisions. Liability on the part of BFG for minor negligence on the part of BFG 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.
- 7.2 BFG 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 passenger data.
- 7.3 Limitations to liability within the scope of applicability of the Warsaw or Montreal Conventions or the German Air Traffic Act (LuftVG) remain unaffected.

8. Place of Fulfilment and Jurisdiction

- 8.1 The service provided by BFG is subject exclusively to German law. Our General Terms & Conditions only apply in their German language version.
- 8.2 The exclusive place of fulfilment is the premises of Berlin-Tegel Airport. For all matters under commercial law, Berlin is hereby agreed as the place of jurisdiction. The abovementioned place of jurisdiction does not apply for collection procedures. BFG also reserves the right to initiate legal proceedings at the general place of jurisdiction of the customer.

8.3 Should any provision of a contract or these GTC become unenforceable or void, this shall not affect the enforceability of the remaining components. However, complete nullity occurs when maintaining the contract, even after an addendum through dispositive law, constitutes an unacceptable hardship for one of the parties or the loophole cannot be made useful, either through dispositive law or through a contract addendum.