

# In-App-Sales

Berlin, 11.06.2018

## Information and General Terms and Conditions

### 1. Supplier Information

Berliner Flughafen Gesellschaft mbH  
A company of  
Flughafen Berlin Brandenburg GmbH

T +49 30 6091-1150  
E [commercial@berlin-airport.de](mailto: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 called BFG – offers the Priority Lane Service at the respectively valid fees in order to offer passengers short waiting times before security check lines at Berlin Tegel Airport, for access to the security checkpoints at Gates C 60-89. The Priority Service enables customers to use the Priority Lane Gate at Tegel Airport as a special and fast access option to airport security checks.
- 2.2 The Priority Lane Service can only be used with a valid boarding pass/flight ticket for a flight departing from the above mentioned Gates at Tegel Airport, at the earliest six hours before departure. After the respective flight has departed, the option of using the Priority Lane Service expires.
- 2.3 An essential component of the present Terms and Conditions are the publicly displayed rules governing the use of the airport of BFG, which can also be retrieve them on the website <http://www.berlin-airport.de/en/business-partners/charges-and-regulations/regulations/index.php>.
- 2.4 According to EU Regulation 1107/2006, a separate support service is available at the Airport for passengers with limited mobility; this service must be organised with the respective airline or travel agency.
- 2.5 Booking the Priority Lane Service does not release the passenger from the respectively valid official measures and conditions within the clearance process (air safety, passport and customs checks) nor from the agreements made with the respective airline or travel agency.
- 2.6 In the context of using the Priority Lane, BFG does not assume any liability for passengers reaching the departure Gate (boarding) on time. Please follow the directions/requests from your airline.

## 3. Conclusion of Order / Changes

- 3.1 Making fee-based services at Tegel Airport available in the In-App booking options does not constitute a legally-binding offer from BFG, only a non-binding invitation to the customer to order the relevant service from BFG.

- 3.2 The customer makes a binding and irrevocable offer to conclude an agreement by providing the necessary information on the order form made available by the App as well as payment details, and by confirming the order by pushing the "Buy now" button. Until the "Buy now" button is pushed, the user can stop/end the order process by pushing the "Back" button or closing the App.
- 3.3 The relevant offer is accepted with an order confirmation from BFG, which is provided immediately after the offer is made and the payment details have been checked and confirmed. The order confirmation is displayed on the user's end device and sent by e-mail to the e-mail address provided by the user.

#### **4. Fee**

- 4.1 The customer owes a service fee for each booking in the amount specified on the booking screen, which is due immediately by credit card or PayPal.
- 4.2 The service fee cannot be reimbursed, in particular, if the customer does not use the Priority Lane Service.
- 4.3 For the payment of the service, BFG uses the payment processing service provider Braintree.

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

All payment data provided in the context of the order process is collected and processed exclusively and independently by the payment processor.

#### **5. Right to Cancellation**

**According to Section 312g (2) no. 9 BGB (German Civil Code), there is no right to Cancellation connected to this type of agreement. Customers cannot cancel their order/booking.**

## 6. Data Protection

- 6.1 BFG is entitled to collect, process and use the personal data provided in the context of the booking process in compliance with the statutory data protection provisions. Personal data is not disclosed to third parties without the user's express consent, unless this is required in order to provide the service or execute the contract or due to duties to inform imposed by the law or by public authorities.
- 6.2 As soon as the purpose for collecting, processing or storing personal data falls away and there no longer is a legal reason for storage, the stored data is deleted in accordance with legal provisions.
- 6.3 Users can receive information about their personal data stored by BFG at any time without providing reasons. They can also demand that BFG blocks, corrects or deletes data as long as this is legally permissible. Such requests should be addressed to the contacts under Clause 1.
- 6.4 If users have consented to their personal data being processed, they can revoke this consent with effect for the future vis-à-vis BFG by communicating this to the contacts provided in Clause 1.

## 7. Liability

- 7.1 BFG is liable for damages caused through intent or gross negligence in accordance with legal provisions. Liability for slight negligence by BFG or its vicarious agents is limited to the damage typical and foreseeable for the contract if an essential contractual duty has been violated; otherwise such liability is excluded. Fault-based liability for damages arising from injury to life, limb or health remains unaffected.
- 7.2 BFG is not liable for damages arising from force majeure or other causes for which it is not responsible such as for example governmental interventions or incorrect information about flight times or passenger data.
- 7.3 Limitations of liability within the scope of the Warsaw or Montreal Conventions or the German air traffic act remain unaffected.

## **8. Place of Fulfilment and Legal Venue**

- 8.1 The services of BFG are subject exclusively to German law. The German version of our General Terms and Conditions is decisive.
- 8.2 The premises of Berlin Tegel Airport are the exclusive place of fulfilment. Berlin is agreed on as the legal venue for all legal commercial transactions. The above mentioned legal venue does not apply to dunning procedures. BFG is also entitled to initiate legal proceedings at the customer's place of general jurisdiction.
- 8.3 Should provisions of a contract or of these GT&C be invalid or void, the validity of the remaining components is not affected. However, overall invalidity exists if maintaining the contract presents an unacceptable hardship for one of the contracting parties despite an amendment by concessionary law or the loophole can neither be filled by concessionary law or through an amended contract design in a sensible way.