



Agreement regarding SAS For Business

This SAS For Business Agreement (the “**Agreement**”) is entered into between Scandinavian Airlines System Denmark – Norway – Sweden, a consortium established under the laws of Denmark, Norway and Sweden, having its registered office at SE 195 87 Stockholm, Sweden (“**SAS**”) and customer (the “**Company**”).

Data Subject means an identifiable living person who can be identified, directly or indirectly, as set out in the GDPR.

GDPR means Regulation (EU) 2016/679, The General Data Protection Regulation.

Travel Agent means any IATA or ARC authorized travel agent authorized by Company or its Affiliates to book travel and issue tickets on behalf of the Company.

Travelers means an end user who conducts travel with SAS under this Agreement.

1. Scope of Agreement

- 1.1. All appendices attached to this Agreement and referred to herein are part of this Agreement as if they were fully set forth herein. In case of conflict, priority shall be given in the following order:
 - (i) This Agreement
 - (ii) Appendix 1: SAS Products and Services
 - (iii) Appendix 2: General Terms & Conditions
- 1.2. This Agreement regulates the terms under which the Company will qualify for cost savings on corporate travel with SAS and replaces any previous corporate discount agreements entered into between SAS and the Company.
- 1.3. The Company is entitled to use SAS products and services as set out in Appendix 1 as amended from time to time. The Tier Levels set out in Appendix 1 depends on the Company’s annual spend on SAS products and services. Change in the Company’s Tier Level shall be communicated by SAS to the Company via email.
- 1.4. SAS reserves the right to change this Agreement at any time. The services provided by SAS as well as other information displayed on the SAS web site only apply until further notice.
- 1.5. SAS will, without delay, notify the Company of any material changes to the SAS product and services under this Agreement by using mass communication and/or information on SAS website.
- 1.6. The Company shall ensure that the contact information for the Company’s appointed contact person provided to SAS at the time of registration for this Agreement is up to date at all times. If the Company changes its appointed contact person, the Company undertakes to ensure that this information is provided to SAS together with the contact information of such individual.

2. Term of Agreement and Termination

- 2.1. This Agreement enters into effect at the time of acceptance of this Agreement.
- 2.2. This Agreement will terminate without any further notice in the event products offered under this Agreement have not been used during a period of two (2) years.
- 2.3. This Agreement may be terminated at any time by either party with 30 days written notice.
- 2.4. This Agreement may be terminated by SAS with immediate effect if the Company code is used for private purposes or if SAS has reasonable cause to believe that such or similar misuse has occurred or if the Company is put into bankruptcy, enters into liquidation or is otherwise deemed to be insolvent.

3. The Company Code

- 3.1. For the purpose of identifying the Company’s travel, SAS has allotted one or a number of Company codes to the Company.
- 3.2. Company codes are strictly confidential and shall be treated as such by the Company and its employees and may only be used by the Company or a Travel Agent acting on behalf of the Company. Unauthorized use shall immediately be notified to SAS.
- 3.3. The Company code may be declared invalid with immediate effect by SAS in the event of misuse of the Company code or any failure by the Company to perform its obligations under this Agreement.
- 3.4. Use of the Company code constitutes acceptance of this Agreement.
- 3.5. Travel will be registered under the following conditions, for which the Company remains responsible and liable:
 - a) the relevant CMP code and ticket number have been referred to and included for all bookings prior to departure; and
 - b) travel has been completed.
- 3.6. The Company shall notify its Travel Agent of the terms of the Agreement.

4. SAS and CSR

- 4.1. SAS works proactively towards more sustainable air travel which includes various initiatives within this area. For more information on the specific SAS initiatives, or if you wish to receive an independently produced CSR report (current neutral third party producer of such report is EcoVadis) covering SAS’ performance within this area, please see <https://www.sas.se/en/sustainability/> for more information.

Appendix 1
SAS Products and Services

This Appendix sets forth the terms under which the Company participates in SAS For Business, a product offered by SAS to larger businesses. SAS For Business offers among other things, direct discounts, simplified booking and EuroBonus points for the traveler. The discount below is applied on the public net fare. The Tier Level set out below depends on the Company's annual spend on SAS products and services. For information on specific destinations included in this offer, please refer to SAS' website. Fare concepts that are not discountable: Go Light (worldwide) and Plus Smart (Scandinavia/Europe).

SAS For Business – Tier Level: Member		
Amadeus Pricing Code 871765 – Other GDS Pricing Code SME52		
<i>Authenticating company code will be sent separately</i>		
Airline	Service Class	% Discount
Scandinavian Airlines (SK)	SAS Business / SAS Plus	2%
Scandinavian Airlines (SK)	SAS Go	1%
SAS For Business – Tier Level: Select		
<i>Amadeus Pricing Code and Other Pricing Codes will be sent separately</i>		
<i>Authenticating company code will be sent separately</i>		
Airline	Service Class	% Discount
Scandinavian Airlines (SK)	SAS Business / SAS Plus	6%
Scandinavian Airlines (SK)	SAS Go	2%

SAS Plus Smart. Not discountable.

SAS Go Light. Not discountable.

Corporate Discount fares have a farebase code ending with **CR**, where CR indicates Corporate Rate.

SAS Plus Smart rates included in this agreement have a farebase code ending with **SAVER**, **SMA** or **SMAD**. SAS Plus Smart may not be available in all indicated booking classes and O&Ds. Please refer to your booking tool, Agent or GDS to find availability for each specific flight.

SAS Go Light rates included in this agreement have a farebase code ending with **GHT** or **GHTD**. SAS Go Light may not be available in all indicated booking classes and O&Ds. Please refer to your booking tool, Agent or GDS to find availability for each specific flight.

Appendix 2 - General Terms & Conditions

1. Conditions of Carriage

1.1. All travel completed with SAS are subject to the SAS General Conditions of Carriage which may be amended. By using the Company code, such Conditions of Carriage are accepted.

2. Personal Data

- 2.1. Personal data regarding the Travelers, travel administrators and other Data Subjects, where applicable, may become subject to processing by SAS, any data processors, as defined in the GDPR, engaged by SAS in order to carry out the agreed services, serve statistical purposes and to conduct travel enhancing services. SAS ensures that such processing is done in accordance with applicable law, including the GDPR. Any data processors, as defined in the GDPR, which process personal data pursuant to this Agreement shall be subject to the same data protection and confidentiality provisions that SAS is subject to under this Agreement.
- 2.1 Such personal data may be the Travelers', travel administrators' and other Data Subjects', as applicable, name, title, contact information, travel records – including travel dates, travel routes, flight number, booking number etc., special requirements as well as other personal information required for SAS to provide the agreed services to the Company and the Travelers.
- 2.2 If applicable, the Company ensures that it is entitled legally to share the personal data under the Agreement. If a Party processes any Travelers', travel administrators' or other Data Subjects' personal data pursuant to the Agreement, the Party is obligated to inform the respective Travelers, travel administrators and Data Subjects of such processing as set out in applicable law.
- 2.3 SAS solely determines the purposes of the data processing done by SAS in order to provide the agreed services under this Agreement and is thus considered a data controller, as defined in the GDPR.
- 2.4 Each Party is a separate data controller and shall be separately responsible and liable, for any processing of personal data performed by the Party pursuant to the Agreement. Neither Party shall be construed as a data processor in relation to the other Party.
- 2.5 Each Party ensures appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the applicable data protection legislation, including the GDPR.
- 2.6 If applicable, any transfer of personal data outside EU/EEA pursuant to the Agreement shall in the absence of any other legal basis for such transfer be subject to the execution between SAS and the Company of the standard contractual clauses of the transfer of personal data to controller established in third countries.
- 2.7 The Travelers rights under the GDPR are more specifically described in SAS Integrity Policy (www.flysas.com).
- 2.8 A Party shall as soon as possible, where necessary and to the extent reasonable, inform the other Party by e-mail of any accedence to a Data Subject's request regarding restriction of processing or rectification or erasure of the Data Subject's personal data pursuant to the Agreement.

3. Liability

3.1. Except as provided for in any applicable law, SAS has no responsibility and shall not be liable for any cost, loss, damage or any other obligation incurred by the Company, whether direct or indirect except as expressly stated in these Terms and Conditions.

3.2. SAS disclaims, to the extent permitted under applicable law, any and all liability in case the performance of any its obligations under this Agreement is prevented, impeded or delayed as a result of circumstances outside their control, such as, but not limited to, labour conflict, war or conscription, injunction on use, requisitioning, impounding, insurrection or riot, or any event of force majeure that cause disturbances in the operations of SAS.

3.3. The Company is liable for and agrees to indemnify SAS and its officers, directors, representatives, agents or employees for any loss arising from or incurred by reason of any breach of representation, warranty or any other obligation or otherwise caused by the Company, its affiliates or Travelers in the performance or non-performance under or in connection with this Agreement.

4. Travel Information and Marketing

4.1. The Company will receive information regarding the products offered by SAS under this Agreement. SAS may use any current digital means to communicate with the Company. SAS may send promotional e-mails to the Company concerning SAS' products and services. The Company can at any time decline digital communication by contacting Corporate Support/Customer contact centre.

5. Assignment

5.1. The Company may not assign its rights and/or obligations under this Agreement to any third party without the written consent of SAS.

6. Confidentiality

- 6.1 The Company shall not disclose information on financial or commercial offerings under this Agreement unless required for the purpose of execution of this Agreement (on a strict need to know basis). The receiving parties shall observe the confidentiality obligations under this Agreement.
- 6.2 SAS shall be entitle to share the Company's name, codes (e.g. CMP codes) and ticketing instructions to the Company's designated travel agent where needed to ensure that the Company can make use of the agreed discounts set out in this Agreement.

7. Code of Conduct

- a) SAS has adopted the SAS Code of Conduct, available on www.sasgroup.net and to which SAS complies. The SAS Code of Conduct includes overall guidelines for SAS commercial conduct and includes ethical regulations and guidelines for the treatment of employees and customers, amongst others.
- b) SAS has joined the UN Global Compact and is ISO14001 certified.

8. Applicable Law

8.1. This Agreement shall be interpreted and construed under the laws of Denmark (if Company is registered in Denmark), laws of Norway (if Company is registered in Norway), and Sweden (if Company is registered in Sweden or other country). Any dispute between the Parties arising from this Agreement shall be brought before the Copenhagen City Court (if Company is registered in Denmark), the Oslo District Court (if Company is registered in Norway), and

District Court of Stockholm (if Company is registered in Sweden or other country) as first instance.