

TRAVEL PASS: PREPAID – TERMS AND CONDITIONS

These Travel Pass Prepaid terms and conditions (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 **Buyer**”).

“**Fully Flexible**” means bookings may be changed within same booking class free of charge. In addition, only commenced travel is deducted from the Travel Pass Prepaid account.

“**SAS Partners**” means the then current cooperating airlines and/or business partners to SAS, current ones as listed in Appendix 1.

“**Traveler**” means an end user, whose travel is paid for by the Buyer under this Agreement.

“**Travel Pass Prepaid**” means a ticketless *prepaid* product under which the Buyer and/or Traveler holds an individual travel pass number recognized as a valid proof of carriage (“**Travel Pass Number**”) for a number of destinations with SAS and/or SAS Partners. Travel Pass Prepaid is offered as Travel Pass Punch and/or Travel Pass Unlimited.

“**Travel Pass Punch**” means a Fully Flexible Travel Pass Prepaid product which is purchased on SAS’ website or via a travel agent where Buyer selects number of punches. Details of the Travel Pass Punch product are available on the SAS website, currently www.flysas.com.

“**Travel Pass Unlimited**” means a Fully Flexible Travel Pass Prepaid product which is purchased on SAS’ website or via a travel agent where Buyer selects specific destinations or zones. Travel Pass Unlimited may be purchased on an annual, six-month or three-month basis. Details of the Travel Pass Unlimited product are available on the SAS website, currently www.flysas.com.

1. Product Description

1.1. Travel Pass Prepaid is a Fully Flexible product which offers discounts to the Buyer on travel in SAS Plus and SAS Business service classes.

1.2. The Travel Pass Prepaid product is purchased by the Buyer on the SAS website or a travel agent with the selection of either Travel Pass Punch or Travel Pass Unlimited.

1.3. By using the Travel Pass Number, the Buyer and the Traveler approves of these terms and conditions as amended from time to time.

1.4. Travel Pass Prepaid may be used by the Buyer or the Traveler.

1.5. The Buyer is responsible and liable for informing the Travelers of the at all times applicable terms for Travel Pass Prepaid. The Buyer remains responsible and liable for any use of the Travel Pass Prepaid product by all Travelers.

2. Validity

2.1. SAS may declare the Travel Pass Prepaid product void and/or block the Travel Pass Number with immediate effect upon/in the event of:

- i) request by the Buyer and/or Traveler;
- ii) non-compliant use or misuse of the Travel Pass Number;
- iii) non-payment or other default by the Buyer; and/or
- iii) record of non-payment, insolvency or initiation of bankruptcy proceedings or involuntary liquidation of the Buyer.

3. Amendments to Travel Pass Prepaid concept

3.1. Travel Pass Prepaid’s concept content, service benefits, rules regarding discounts and available destinations as well as other information displayed on the SAS website apply and may be amended from time to time.

3.2 SAS will, without delay, notify the Buyer of any material changes to the SAS product and services under this Agreement by using mass communication and/or information on the SAS website.

4. Use of the Travel Pass Number

4.1. The Travel Pass Number is personal and may only be used by the individual appointed as Traveler by the Buyer. The right of use may not be assigned, transferred or advanced or in any way to be used by another individual than the appointed Traveler.

4.2. All travel completed with SAS and SAS Partners are subject to SAS’ General Conditions of Carriage or the SAS Partner’s Conditions of Carriage (as applicable) which may be amended. By using the Travel Pass Number, such Conditions of Carriage are accepted.

4.3. SAS reserves the right to make cancellations and adjustments to the traffic program.

4.4. The Traveler undertakes to:

- i) store the Travel Pass Number and security code in a safe way;
- ii) immediately report to SAS any loss of the Travel Pass Number or any suspected misuse of the Travel Pass Number; and

iii) be jointly and severally liable with the Buyer for any damage caused by non-compliance of these terms and conditions.

4.4 Where Travel Pass Prepaid is used in connection with corporate travel and such company has been provided with a corporate mandatory prefix ("**CMP Code**") by SAS, the Buyer shall ensure that the Traveler enters such CMP Code in the Travel Pass Prepaid purchase. In addition, the Buyer is solely responsible for obtaining any applicable approval from the Traveler connected to the sharing of corporate travel related data between SAS and the Buyer.

5. Refunds

5.1. The following shall apply to refunds relating to non-utilized Travel Pass Prepaid products depending on category:

i) **Prepaid Unlimited**: For annual products, refunds shall be entitled where claim for refund has been notified to SAS no later than ten (10) months following the effective date of the product. For six (6) month products, refund shall be entitled where claim for refund has been notified to SAS no later than four (4) months following the effective date of the product. For three (3) month products, refund shall be entitled where claim for refund has been notified to SAS no later than two (2) months following the effective date of the product. Refunds shall be based on the product's purchase price with the deduction of travels conducted, such travels to be valued at the Fully Flexible fares. A refund fee of SEK2000/NOK2000/DKK2000/EUR200 (whichever applicable) will apply to all refunds. Where the amount relating to conducted travels including the refund fee is higher or equal to the purchase price, no refund shall be made regardless of non-lapse of the term of the product.

ii) **Prepaid Punch**: Refunds shall be based on the product's purchase price with the deduction of travels conducted, such travels to be valued at the Fully Flexible fares. A refund fee of SEK2000/NOK2000/DKK2000/EUR200 (whichever applicable) will apply to all refunds. Where the amount relating to conducted travels including the refund fee is higher or equal to the purchase price, no refund shall be made.

6. Term of Agreement and Termination

6.1. This Agreement enters into effect at the time of purchase of the Travel Pass Prepaid product and shall remain valid until expiry of the Travel Pass Prepaid product.

6.2. The Travel Pass Prepaid product is valid for one (1) year from the date of the first travel hereon. .

6.3. This Agreement may be terminated by SAS with immediate effect if the Travel Pass Number is not used in accordance with the terms and conditions of this Agreement or if SAS has reasonable cause to believe that such or similar misuse has occurred.

7. Personal Data

7.1. Scandinavian Airlines System Denmark-Norway- Sweden ("SAS") is the personal data controller of the Travel Pass Prepaid product according to applicable personal data legislation.

7.2. "**Personal Data**" means any information relating to the Traveler as a natural person and through which you can be identified directly or indirectly, such as the Traveler's name, photo or ID number.

7.3. SAS is committed to protecting the Traveler's privacy and only processes Personal Data in accordance with the applicable data protection legislation. How SAS processes the Traveler's Personal Data depends on whether you are a member of the EuroBonus program, a Profile Account holder, or a traveler without any particular membership or account with SAS.

7.4. SAS has aimed at describing how SAS processes Personal Data as transparently and clearly as possible in the privacy policies listed in clause 6.5 below.

7.5. Privacy Policies:

- i) for members of the EuroBonus program, please see Privacy Policy for EuroBonus members;
- ii) for Profile Account holders, please see Privacy Policy for Profile Account holders; and
- iii) for travelers without any particular membership or account with SAS, Personal Data will be processed in accordance with SAS General Privacy Policy.

The Privacy Policy for EuroBonus members, the Privacy Policy for Profile Account holders, and the General Privacy Policy can be found on <https://www.sas.se/en/travel-info/terms-conditions/manage-personal-data/>. Any questions regarding SAS' Privacy Policies shall be directed to dataprotectionofficer@sas.se.

8. Liability

8.1. 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 Buyer, whether direct or indirect

except as expressly stated in these Terms and Conditions.

8.2. 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 and SAS Partners.

8.3. The Buyer 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 Buyer, its affiliates or Travelers in the performance or non-performance under or in connection with this Agreement.

9. Assignment

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

10. Confidentiality

10.1. The Buyer 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.

11. Applicable Law

11.1. This Agreement shall be interpreted and construed under the laws of Denmark (if Buyer is registered in Denmark), laws of Norway (if Buyer is registered in Norway), and Sweden (if Buyer 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 Buyer is registered in Denmark), the Oslo District Court (if Buyer is registered in Norway), and District Court of Stockholm (if Buyer is registered in Sweden or other country) as first instance.

Appendix 1: SAS Partners

| Partner | Route Area | Service booking class |
|----------------------------|---------------------------------------|-----------------------|
| Scandinavian Airlines (SK) | Domestic, Nordic and European Flights | SAS PLUS (C) |