

# TRAVEL PASS CORPORATE: PAY AS YOU FLY – TERMS AND CONDITIONS

These Travel Pass Corporate terms and conditions (the “**TPC Agreement**”) are 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 the customer (the “**Company**”).

This TPC Agreement shall be read together with and be fully integrated into the Main Agreement and any capitalized terms used but not specifically defined in this TPC Agreement shall have the meanings set out in the Main Agreement.

“**Main Agreement**” means the SAS For Business Agreement previously entered into between SAS and the Company which governs the Company’s discounted travels with SAS and/or SAS Partners.

“**Travel Pass Corporate**” means a ticketless *pay-as-you-fly* product under which each Traveler holds an individual travel pass number recognized as a valid proof of carriage (“**Travel Pass Number**”) for a number of destinations with SAS.

## 1. Product Description

1.1. Travel Pass Corporate is a corporate travel concept under which companies pay after completed travel.

1.2. The Travel Pass Corporate concept offers percentage discounts to the Company on travel in SAS Plus and SAS Business service classes. The percentage discounts are listed in Appendix 1. The list of destinations available for the Travel Pass Corporate product is found on SAS’ website

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

1.4. Travel Pass Corporate may be used by the Company or the Traveler.

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

## 2. Validity

2.1. SAS shall invoice the Company for travel on Travel Pass Corporate after departure.

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

- i) misuse of the Travel Pass Number and/or non-compliant use;
- ii) non-payment or other default by the Company;
- iii) record of non-payment, insolvency or initiation of bankruptcy proceedings or involuntary liquidation of the Company;
- iv) upon request by the Company and/or Traveler; and/or
- v) any use of the Travel Pass Corporate product which is not in accordance with this TPC Agreement and/or the Main Agreement.

## 3. Amendments to Travel Pass Corporate concept

3.1. Travel Pass Corporate’s concept content, service benefits, rules regarding standard discounts (including levels of the same) and available destinations and totals as well as other information displayed on the SAS website apply and may be amended from time to time. For the avoidance of doubt, SAS may change the levels of the standard discounts at its sole discretion at any time during the term of this TPC Agreement.

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

## 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 Company. 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 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 Company for any damage caused by non-compliance of these terms and conditions.

## 5. Term and Termination

5.1 This TPC Agreement enters into effect at the time of acceptance hereof.

5.2 SAS may terminate this TPC Agreement without any further notice in the event products offered hereunder have not been used during a period of two (2) years.

5.3 This TPC Agreement may be terminated by either party with a 30-day written notice.

5.4 SAS may terminate this TPC Agreement with immediate effect in the event of any non-compliant or misuse, such as but not limited to use for private travels or SAS has reasonable cause to believe that misuse has occurred. In addition, SAS may terminate this TPC Agreement without further notice in the event the Company files for or is filed for petition of bankruptcy, the Company is put into bankruptcy, enters into liquidation or is otherwise deemed to be insolvent.

5.5 This TPC Agreement shall be deemed terminated with immediate effect upon the termination of the Main Agreement.

## 6. Personal Data

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

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

6.3. 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 the Traveler is a member of the EuroBonus program, a Profile Account holder, or a traveler without any particular membership or account with SAS.

6.4. 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.

6.5. 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](mailto: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 Customer, 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.

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

## 9. Assignment

9.1. The Customer 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 Customer 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 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.

## Appendix 1: Discount levels

Partner	Route Area	Service booking class	% Discount
Scandinavian Airlines (SK)	Domestic, Nordic and European Flights	SAS PLUS (C, D, Z, J, Y, S, B, P, A)	6%
Scandinavian Airlines (SK)	Intercontinental flights	Business (C,D) SAS PLUS (Y,S)	6% 6%