

eXperts New Zealand Terms and conditions

eXperts is the worldwide information and service programme ('Programme') operated by Lufthansa German Airlines. ('Lufthansa', 'we/us'). Details of the Programme can be found at www.lufthansaexperts.com ('the Site'). The Programme provides fast, objective-orientated communication with IATA travel agents. The following terms and conditions shall apply ('Terms') to every member ('You') of the Programme.

1. Membership

1.1 In order to be eligible, you must be either a manager or a member of staff at an IATA travel agent based in New Zealand (..Company..). Lufthansa, SWISS or Austrian employees as well as staff of its general sales agents (GSA) are not allowed to take part in this programme.

1.2 You must have been employed by the Company for at least three months. Lufthansa reserves the right to request proof of employment.

1.3 Membership is entirely at the discretion of Lufthansa. Lufthansa reserves the right to reject any applications for membership without justification. In consideration for Lufthansa considering your application for membership, you waive any claim you may have against Lufthansa for non-acceptance of your application.

1.4 A significant part of the communication process within the Programme is handled via online media (e.g. the online eXperts newsletter). You must agree, when applying to join the Programme, to receive Programme communications (whether by way of offer, information or otherwise) via e-mail or over the internet (..Communications..). It is a condition of participation that you consent to receiving Communications. Lufthansa shall be entitled to terminate your membership of the Programme in accordance with clause 8, if you decline at any time to receive Communications.

1.5 Registration for participation must be completed on the internet page: www.lufthansaexperts.com or such other page specified by Lufthansa from time to time. You will be considered to have accepted these terms and conditions upon submitting your application and/or using your membership. Your membership with the Programme commences upon our acceptance of your application.

2. Range of services

2.1 Lufthansa will offer participants exclusive services. These may include (but not be limited to):

- Lufthansa, SWISS & Austrian information individually tailored to meet your own requirements within your sphere of activity
- various incentives

2.2 Participants will be notified about items of information and offers, together with full details, by e-mail, via the Internet or by post. There may be a charge for some services.

3. Duration of the Programme

3.1 The Programme shall run for an indefinite period. Lufthansa reserves the right at any time to terminate the Programme in accordance with clause 8 or to replace it with another programme.

3.2 Lufthansa reserves the right to amend these Terms at any time without prior notice. If you fail to accept such amendments by following the onscreen instructions, Lufthansa shall be entitled to cancel your membership. By continuing to use the Site, you will be deemed to accept any such variations.

4. Data Protection and Privacy

4.1 The Site takes reasonable care to comply with the requirements of the Data Protection Ordinance relating to any personal information you may supply to us. The Site uses a security system that protects your information from unauthorized use. However, as no data transmissions over the Internet can be guaranteed to be completely secure, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

4.2 Save as provided below, we will not sell, distribute or disclose information about you as an individual or your personal usage of the Site (..Information..) without your consent or unless required or permitted to do so by law. The Information we gather may include name, address, email address, telephone number, and any personal preferences. If you subscribe to our mailing lists for new releases and other information, we also ask you to answer various general questions about yourself. You will be asked to specify the areas in which you are interested so that we can tailor the information which we send to you to cover the topics and services which we believe you might be interested in.

4.3 Please note that we provide links to other sites, which may not be governed by these Terms and you should view the particular privacy policies of those sites for further information.

4.4 We would like you to keep the Information about you up-to-date. You may change any of the basic information we keep about you at any time by sending us an email.

4.5 In addition to the information which you supply to us, Information may be automatically collected through the use of cookies. Cookies are small text files the Site can use to recognize repeat users and allow us to observe behaviour and compile aggregate data in order to improve the Site experience for you. For example, cookies will tell us whether you viewed the Site with sound or with text on your last visit. Cookies also allow us to count the number of unique and return visitors to our Site. Some of our associated companies may themselves use cookies on their own websites and we have no access to, or control of such cookies, should this occur.

4.6 We may monitor customer traffic patterns, Site usage and related Site information in order to optimise your use of the Site and we may give aggregated statistics to a reputable third-party, but these statistics will include no information personally identifying you.

4.7 We may also use the Information we gather to notify you about important functionality changes and alterations to the Site, or offers of products, services or information that might be of particular interest to you. This may involve transferring or selling your Information to other companies, in New Zealand. Your information may also be transferred to another company in the event of sale of our company to a third party. In that event, we will endeavour to ensure that your rights and freedoms in respect of the processing of your personal data are adequately and appropriately protected. By submitting your Information and ticking the requisite boxes on any order form or when subscribing to the services available on our Site, you consent to such use and transfer.

4.8 We always aim to improve the services we offer. As a result, we occasionally canvass our customers using surveys. Participation in surveys is voluntary, and you are under no obligation to reply to any survey you might receive from us. Should you choose to do so, we will treat the information you provide with the same high standard of care as all other customer information.

) . Terms of Use

Í .1 You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose.

Í .2 By submitting any material to us (..Material..), you acknowledge that we may copy, modify, distribute or create a derivative work from the material in any manner that we shall determine. You will indemnify us if any third party takes action against us in relation to the Material.

Í .3 You must not submit any Material to the Site which is defamatory, offensive, menacing or obscene or which in our judgment may cause nuisance, annoyance, damage or offence, inconvenience to us or any other person or which is illegal. We may remove such Material from the Site at any time without notice to, or consent by, you.

Í .4 We reserve the right to charge you to access certain information on the Site. We will inform you where a charge will be incurred by you for accessing certain services or information.

Í .5 We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these Terms.

1.10 The Site or third parties may provide links to other web sites or resources, and promotions of advertisers and merchants. As we have no control over such sites and third party resources, you acknowledge that we are not responsible for the availability of such external sites or third party resources, do not endorse and are not liable for any content, advertising, products, services or other materials on or available from such sites or third party resources.

1.11 Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings.

1.12 It is sometimes possible to access this Site through a link located on another web site or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communications.

1.13 The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design) are protected by intellectual property rights, including copyright and trade mark, as detailed in our Copyright and Trade Mark Notice.

1.14 Except as expressly authorised in writing either separately or pursuant to the terms of this Agreement by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you, in whole or in part. All rights not granted or licensed pursuant to the terms of this Agreement are hereby expressly reserved to us.

1.15 Our trading name and the Site are owned by us and are descriptive of our products and services.

1.16 Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. If your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site.

5.13 The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We shall have no responsibility for any information or service obtained by you on the World Wide Web.

5.14 The content of the Site has been compiled from a variety of sources and is subject to change without notice. We use reasonable care in compiling and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date.

5.15 We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you to the Site or any third party.

5.16 So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

5.17 You agree to indemnify and hold us and our shareholders, directors, officers, employees, assignees and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the breach of any of your obligations hereunder.

5.18 Confidentiality and Announcements

5.18.1 Neither party shall disclose to any other person or use for an unauthorized purpose any confidential information disclosed by or obtained from the other party, except to the extent that the information is now or subsequently becomes public knowledge through no fault of the party in question or as required by law or a regulatory authority.

5.18.2 Neither party shall make a public or press announcement regarding the subject matter or terms of these Terms except with the written approval of the other party.

6. Termination

6.1 Both parties may at any time, and without stating reasons, terminate the agreement by giving immediate notice to the other party. Lufthansa shall be entitled to give notice of termination by sending an email to you at your email address that Lufthansa has on record, or by publishing the same on Lufthansa's website. The expiration or termination of the agreement howsoever arising shall not affect such of these terms and conditions as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this agreement by the other party.

6.2 Lufthansa shall be entitled to terminate your membership of the Programme, upon written notice, on the happening of the following events:

6.2.1 If your contract of employment or services with the Company ceases, unless any replacement Company falls within the categories listed in clause 1.1;

6.2.2 you have refused consent to receiving Communications from Lufthansa.

7. Alterations and Amendments

Lufthansa may alter or amend at any time this agreement without prior notice, including these terms and conditions. Any alterations or amendments to the terms and conditions will be published on the eXperts website.

7.1 General Information

7.1 These Terms constitute the entire agreement between you and us and supersede any previous agreement between us relating to their subject matter.

7.2 Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

7.3 All notices to a member shall be in writing and shall be given by sending an email to the member at the email address of the member that Lufthansa has on record, or by post or hand, or by fax to a number that Lufthansa has on record or by publishing the same on Lufthansa's eXperts website. All notices to Lufthansa shall be made in writing and shall be given by sending an email to Lufthansa at legal@lufthansa.com, or by post or hand to Lufthansa German Airlines, Level 10, 111 Kitchener Street, Auckland 1011, New Zealand. Except for notices given by hand or by publishing on Lufthansa's eXperts website, notices will be deemed to have been given at the time at which the email or letter or fax would be delivered in the ordinary course of post or transmission. All information incorporated within this Site is © of Lufthansa German Airlines. All rights reserved. TM is a trade mark of Lufthansa German Airlines.

7.4 Rights of Third Parties

Rights of this agreement may not be transferred or assigned by the member to third parties. Lufthansa may assign or deal with this agreement in favour of any third party.

A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act to rely upon or enforce any of its terms.

7.5 Waiver, Time of Essence, etc

Either party's rights or powers under this agreement will not be affected if that party delays in enforcing any provision of this agreement or if that party grants time to the other.

If either party agrees to waive its rights under a provision of this agreement, that waiver will only be effective if it is in writing and it is signed by that party. A party's agreement to waive any breach of any term or condition of this agreement will not be regarded as a waiver of any subsequent breach of the same term or condition or a different term or condition.

For the avoidance of doubt all of the parties' rights under this agreement shall be cumulative, and shall be without prejudice to its other remedies at law, unless expressly stated otherwise.

Any time or period mentioned in any provision of this agreement may be extended by mutual agreement among the parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time will be of the essence.

7.6 Law, Court of Jurisdiction

This agreement is governed by the laws of New Zealand. The courts at New Zealand shall have jurisdiction over any claims and each of the parties hereto irrevocably submits to the nonexclusive jurisdiction of the courts at Singapore.

7.7 Severability Clause

In the event that any provisions of this agreement are legally invalid either wholly or in part, this shall not affect the validity of the remaining provisions. That provision(s) will be fully severable and this agreement shall be construed as if that provision had never been part of this agreement. The remaining provisions of this agreement will remain in full force and effect and will not be affected by the illegal or invalid provision or its severance. The parties hereto undertake to replace any invalid, incomplete or missing provision with a provision that customarily approximates as closely as possible to the commercial intentions of the parties.