

## **Terms & Conditions for eXperts**

eXperts is the worldwide information program ('Program') operated by "Deutsche Lufthansa AG" ('Lufthansa', 'we/us'). Lufthansa reserves the right to use Lufthansa Group airlines (Austrian Airlines, Brussels Airlines, and SWISS) as joint operators of the Program.

The Program provides fast communication with IATA and Non IATA travel agents. The following terms and conditions shall apply ('terms') to every member ('you') of the eXperts program in Nigeria and Ghana:

### **1. Participants**

Those eligible to take part are staff of IATA and Non IATA travel agencies, tour operators and consolidators - with registered offices in Nigeria and Ghana - to whom Lufthansa wants to offer the eXperts program.

Lufthansa reserves the right to request proof of employment.

Lufthansa may reject the admission of participants who have not fulfilled the above requirements. Any legal claim for acceptance of participation is hereby excluded. Participation commences with acceptance of the completed application form by Lufthansa and is free of charge.

A significant part of the communication process within eXperts is handled via online media (the eXperts website and online newsletter for example). Therefore, when applying to eXperts, the participant is asked to agree to receive eXperts communication via e-mail.

Lufthansa is entitled to terminate participation in the eXperts Program, subject to prior notice in writing, if the participant does not agree anymore to receive eXperts newsletters.

### **2. Range of services**

Lufthansa will provide participants with specific, exclusive services; these may include (but not be limited to):

- Lufthansa information individually tailored to meet the requirements of the participant and his/her sphere of activity
- Seminars and other complementary training courses
- Product familiarization offers (for example: study trips, flights with Lufthansa partner companies, simulator flights)
- Various incentives

Participants will be notified about items of information and offers, together with full details by e-mail or via the eXperts website. There is a charge for some services (e.g. Product familiarization offers).

### **3. Duration of the Program**

The Program will run for an indefinite period. Lufthansa reserves the right to terminate the Program at any time or to replace it with another program. Both cases are equivalent to termination by Lufthansa in accordance with section 6.

Lufthansa reserves the right to apply changes to these Terms & Conditions of participation at any time. Such changes will be announced in advance (by written notification or by e-mail, for example).

### **4. Data protection and Privacy**

When experts' members visit [lufthansaexpert.com](http://lufthansaexpert.com), the site may collect and process your personal data. In the event you choose to provide us with this information, we will only use it for the purpose we have specified to you below. Your transmittal of personal data shall constitute your acknowledgement and agreement to the Terms & Conditions contained in the Privacy Policy.

We may use your information for the following purpose(s):

- To process and complete your online orders or services;
- To assist / contact you with your request / inquiry;
- For our own marketing or promotional purpose;
- To complete administrative formalities required by authorized local authority

We take 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.

In addition to the information which you supply to us, information may be automatically collected through the use of cookies. Cookies are a text file that we transfer to your computer's hard drive through your Web browser and to help personalize your online experience. Cookies allow us to provide a customized experience without the member having to remind us of his other preference each time she or her visits our Site. Our cookies do not contain any personal identifying information.

You have the ability to enable or disable cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to use personalized features associated with creating a user profile.

We may monitor customer traffic patterns, site usage and related website information in order to optimize 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.

This website may contain links to other sites maintained by third parties, which are provided solely for your convenience. We are not responsible for and do not operate or control any information or services provided on such third party websites.

Your personal data may be stored indefinitely by Lufthansa as long as there is a business purpose for doing so. We may delete your membership in the Program if you can no longer be reached by your email address and/or your account has not been activated more than 1 year.

If at any time you wish to update or access your personal data, you can do so by visiting [lufthansaexperts.com](http://lufthansaexperts.com) and update your personal data yourself under 'My Profile'. Please update your personal data immediately after a change occurs. In order to delete the personal data, you will have to terminate your participation in the eXperts Program.

## **5. Liability**

Lufthansa accepts no liability for any damages incurred by members or third parties in connection with the eXperts program, unless caused intentionally or by gross negligence of Lufthansa.

Except as provided above, we shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from application for membership, or your membership, or participation in the eXperts program, or the awards, or the inability to book or enjoy the use of any awards, or for any products or services offered or promised from other parties to members of the eXperts program.

## **6. Termination**

At any time, participants as well as Lufthansa shall be entitled to cancel, in writing, participation in the eXperts program without observing a period of notice. If, at the time of termination, services have been contractually ordered, these services may be obtained - in exchange for payment if necessary - even after termination.

Participation shall also cease with termination of the working relationship between the participant and the company/employer referred to in his/her application. In this case, services can no longer be obtained after termination.

In addition, participation will cease if the participant has declined to declare his/her consent, as required for communication within the eXperts program, to receiving the eXperts newsletter and if, as a result, Lufthansa has terminated membership by the participant after separate notification in writing.

## **7. Applicable law and place of jurisdiction**

These Terms and Conditions are governed by the laws of Federal Republic of Germany. The place of jurisdiction shall be Frankfurt am Main, Germany.

## **8. Contingency clause**

If any individual clause in these terms and conditions proves to be unworkable, either in whole or partly, the validity of the remaining terms and conditions shall remain unaffected. The unworkable condition will be replaced by a condition which, effectively, most closely corresponds to the unworkable condition in terms of meaning and purpose. The same shall apply to any omissions from the Terms & Conditions.

### **Terms & Conditions for eXperts plus – the incentive program**

“eXperts plus” is the incentive module valid for front-line agency staff integrated into the eXperts website. Your participation to our Site may mean that you will be occasionally contacted with the opportunity to join the eXperts plus incentive program.

Lufthansa may reject the admission of participants in the eXperts plus program at any time if participants do not fulfil the requirement mentioned above in Terms & Conditions for the eXperts website. Once your travel agency is defined as experts entitled, you may voluntarily enter the incentive program meaning you are under no obligation to take up the invitation from us. The enrolled eXperts member is solely responsible for obtaining his/her employer's consent for participation in the programme.

Should you choose to enter the incentive program, we will treat the information you provide with the same high standard of care as all other customer information, and use the information provided strictly within the entry terms of the incentive program and privacy statement. You may end your participation in the incentive program at any time without notice.

The incentive is valid for all LH operated flights during communicated periods. By entering your personal PIN-Code as OSI item into your bookings, you will be able to collect points per segment flown.

The points will be credited to your account if the booked segments are effectively flown (no-shows do not get any points). The matching of flown flight coupons with your PIN-Code will be done by Lufthansa Revenue Systems at the end of each month for the prior month. Participants have the full responsibility of correctly entering their personal PIN-Code into their bookings. There won't be any retroactive crediting of points for wrongly entered PIN-Codes, the same applies if you forget to enter the PIN-Code. You are obliged as per agreeing to these Terms & Conditions, that you will avoid any misuse of your personal PIN-code such as allowing third persons to enter your PIN-Code into the bookings not done by yourself.

The points are valid for 12 months counting from the date these points are credited into your eXperts plus account. After this period unused points will be erased.

Only tickets which are booked and ticketed locally in Ghana on a Lufthansa document and flown on Lufthansa operated flights are eligible for points crediting. Code-share flights will not be awarded. MCOs (MPDs, PTAs, XBAG, EMD, Class differential etc.) do not receive any points.

Lufthansa reserves the right to change the credit/award levels without further notice. We also reserve the right to exclude participants; refuse points credits or nullify points already awarded if we suspect rules are being abused or disregarded.

We reserve the right to suspend or extend the incentive program at any time or to alter the applicable rules including these Terms & Conditions. This right includes, but is not limited to changing the number of points earned per segment booked or required to earn rewards. We inform eXperts plus participants of such changes or new developments and promotions via eXperts Newsletters.

The promotion is subject law of the Federal Republic of Germany. In the event of a legal dispute relating to this promotion, the parties shall settle the dispute at the regular court of jurisdiction in Frankfurt am Main, Germany.