

## Special terms and conditions for purchasing and using the 'airberlin City Tour Pass'

### 1. Who can buy the airberlin City Tour Pass and how much does it cost?

- a. The City Tour Pass is a promotion run by Air Berlin PLC & Co. Luftverkehrs KG (hereinafter referred to as 'airberlin') in collaboration with topbonus Ltd. for all topbonus members, which operates as follows:
- b. You are already a topbonus member or have just [registered free of charge](#) for topbonus membership, and have a valid topbonus number. You can register at [www.airberlin.com/topbonus](http://www.airberlin.com/topbonus), quickly and free of charge.
- c. For a one-off payment of €389, you will receive the airberlin City Tour Pass in the form of 70,000 topbonus award miles, or the airberlin City Tour Pass in the form of 50,000 topbonus award miles for a one-off payment of €299. You can redeem these award miles for award flights on the European routes published at [www.airberlin.com/citytourpass](http://www.airberlin.com/citytourpass).

### 2. How does the airberlin City Tour Pass work?

- a. Upon receipt of payment, the airberlin City Tour Pass award miles will be credited to your topbonus account and can be redeemed for award flights from 17,500 award miles (including taxes, fees and fuel surcharges) or for award flights from 10,000 award miles (excluding taxes, fees and fuel surcharges) on the European routes published at [www.airberlin.com/citytourpass](http://www.airberlin.com/citytourpass).
- b. The redemption of award miles for award flights is subject to the applicable topbonus terms and conditions of membership, and the award flight terms and conditions published at [www.airberlin.com/topbonus](http://www.airberlin.com/topbonus).
- c. The resale, auction or any other transfer of the airberlin City Tour Pass award miles is expressly prohibited. Also see Point 4 below regarding booking award flights using airberlin City Tour Pass award miles.

### 3. When and how can the airberlin City Tour Pass be purchased?

- a. The airberlin City Tour Pass can only be purchased online at [www.airberlin.com/citytourpass](http://www.airberlin.com/citytourpass), and only by specifying a valid topbonus number. By clicking the 'order liable for payment' button, you shall be deemed to have made a binding offer to conclude a contract, which requires approval by airberlin. After you have placed your order, airberlin will approve the offer by sending you a confirmation email (which concludes the contract) and subsequently credit the airberlin City Tour Pass award miles to your mileage account. The airberlin City Tour Pass award miles will be credited to the member's topbonus account upon receipt of payment. If paying by direct debit, please note that the miles will be credited seven days after the invoice being received.
- b. Of course the 'airberlin City Tour Pass' product must be supplied in the country in which you are resident and, in particular, a valid payment option must be provided, i.e. you have either a German bank account or a credit card accepted by airberlin (American Express, Diners Club, Master Card/Eurocard, Visa).
- c. The airberlin City Tour Pass can be purchased for as long as stocks last, and by no later than 15 December 2014. The total number of airberlin City Tour Passes is limited to 5,000. A topbonus member may not purchase more than one airberlin City Tour Pass within the promotional period ending on 15 December 2014.

#### 4. Booking award flights using airberlin City Tour Pass award miles

- a. Individual award flights can only be booked online at [www.airberlin.com/topbonus](http://www.airberlin.com/topbonus) up to two hours prior to departure, subject to availability. For every booking, you will receive a confirmation email to the specified email address (e-ticket), which must be presented at check-in. You can check in at the airberlin check-in desk at the airport or using online check-in at [airberlin.com](http://airberlin.com). airberlin's General Terms and Conditions of Carriage apply to every booking, as published at [www.airberlin.com](http://www.airberlin.com).
- b. Every booking is subject to availability quotas. It may be possible that the booking of an award flight on certain travel dates on individual flights is restricted, due to limited availability.
- c. Flights which are booked using airberlin City Tour Pass award miles are not eligible for award miles.
- d. Once booked, the cancellation of flights is excluded, together with rebookings and name changes.
- e. Refunding the cost of airberlin City Tour Pass award miles is excluded, as are cash payments. Nevertheless, any normal savings in expenditure and any possible other use of the travel services will always be considered.

#### 5. Cancellation policy for purchases made via the Internet and telephone ('distance selling')

##### Cancellation policy

##### Your right to cancel

**You have the right to cancel this contract within fourteen days, without specifying a reason. The cancellation period is fourteen days from the time the airberlin City Tour Pass award miles are credited to your topbonus account.**

**In order to exercise your right to cancel, you must inform us (Air Berlin PLC & Co. Luftverkehrs KG, Saatwinkler Damm 42-43, 13627 Berlin, Fax: 00 49 (0)30 4102 1003; Internet: [www.airberlin.com](http://www.airberlin.com); Email: [serviceteam@airberlin.com](mailto:serviceteam@airberlin.com)) of your decision to cancel this contract in the form of a clear statement (e. g. a letter sent by post, fax or email). You may wish to use the attached sample cancellation form, but this is not mandatory.**

**To observe the cancellation period, it is sufficient for you to send us confirmation that you are exercising your right to cancel, before the cancellation period expires.**

##### Consequences of cancellation

**If you cancel this contract, we must reimburse any payments which we have received from you, immediately and within fourteen days at the latest from the day on which we receive notification of your cancellation of this contract. We will use the same payment method for the reimbursement as that used for the original transaction, unless otherwise expressly agreed with you; you will never incur any charges as a result of this reimbursement.**

**We may withhold the reimbursement until we have received the airberlin City Tour Pass award miles back again.**

**You will only need to compensate for any loss in value of the award miles, if this loss in value can be attributed to any action by you, other than that required to ascertain the nature, features and functioning of the product. If you have already used the award miles to make a flight booking during the cancellation period, you must pay us a reasonable amount, which is equal to the proportion of the services already provided until the time you confirmed that you were exercis-**

ing your right to cancel this contract, compared to the full extent of the services specified in the contract.

End of cancellation policy

**Sample cancellation form**

If you wish to cancel the contract, please return this form, duly completed, to: Air Berlin PLC & Co. Luftverkehrs KG Saatwinkler Damm 42-43, D-13627 Berlin; Fax: +49 (0) 30 41 02 10 03, Email: [serviceteam@airberlin.com](mailto:serviceteam@airberlin.com)

I/we (\*) hereby cancel the contract I/we (\*) concluded for the purchase of the following airberlin City Tour Pass(es)

Ordered on (\*)/received on (\*):

topbonus number:

Name:

Address:

Date:

(\*) Delete as appropriate.

**6. Applicable law, place of jurisdiction.** German law shall apply, including the rules concerning conflict of laws, but excluding the UN Sales Convention. This choice of law regarding contracts which are concluded with consumers is subject to Art. 6 (2) of Regulation (EU) No. 593/2008 of the European Parliament and of the Council dated 17 June 2008 regarding the law applicable to contractual obligations ('Rome I'). The mandatory legal provisions of the country in which the consumer usually resides therefore remain unaffected by the choice of law. The choice of law does not apply to non-contractual obligations as defined in Regulation (EU) No. 864/2007 of the European Parliament and of the Council dated 11 July 2007 regarding the law applicable to non-contractual obligations ('Rome II').

**7. Severability clause.** Should one or more clauses of these general terms and conditions be or become invalid, the validity of the remaining clauses shall remain unaffected.

As at 23.10.2014