

## AUSTRIA

### GENERAL

These terms and conditions shall apply to the Finnair Corporate Programme (hereinafter "Programme"). Apart from these terms and conditions, no other rules are applicable. The Programme is designed for the management of companies' flights. All companies registered in Austria that regularly purchase international flights and have not entered into a separate agreement with Finnair Plc (hereinafter "Finnair") are eligible for membership. However, membership is not open to companies that sell flights. Membership is company-specific, and the companies belonging to the same group of companies or to other consortiums, shall each enrol in the Programme separately. Each company is entitled to register in the Programme with only one customer number.

The company shall for the membership appoint one of its employees as a contact person (hereinafter "Contact person"). The Contact Person shall affirm in the registration form that he or she is entitled to enter into an agreement on behalf of the company. The Contact Person shall make sure that the company information provided to Finnair is correct. All communication regarding the Programme between the company and Finnair shall be carried out through the Contact Person. The company may change the Contact Person by updating the new contact person details either by logging in at the company specific Finnair website <http://www.finnair.com/AT/GB/company-travel> or by sending an e-mail stating the name and contact information of the new Contact Person to the following address: [corporate.programme@finnair.com](mailto:corporate.programme@finnair.com).

### MEMBERSHIP, ENTERING INTO AN AGREEMENT AND RESPONSIBILITIES OF THE COMPANY

#### MEMBERSHIP

There are no charges for membership. The company may enrol in the Programme by completing a registration form. The registration form may be completed only on the Internet at <http://www.finnair.com/AT/GB/corporate/enrollment>. The company shall in the registration form undertake to comply with the terms and conditions of the Programme described herein and to affirm that the information provided to Finnair is correct. Finnair will not send to the company any copies of the registration form completed by the company or of the Terms.

Finnair reserves the right to decide, at its own discretion, whether it will enter into an agreement with a company that fulfils the criteria described in section "General".

### ENTERING INTO AN AGREEMENT AND PERIOD OF THE AGREEMENT

An agreement between Finnair and a company for the enrolment in the Programme will become effective after (i) the company has completed the registration form (see section Membership) and sent the form via the Internet to Finnair and after (ii) Finnair has accepted the company's enrolment and registered the company's membership. Finnair will inform the company of the receipt of the registration form. Finnair will inform the Contact person of the company's customer code, first user's username and password for the Internet services by e-mail.

The agreement is valid for time being and does not need to be renewed during the membership. The company's customer code, username and password remain the same throughout the entire membership if Finnair does not inform otherwise either by e-mail or in writing.

The company may choose to begin the agreement either the month of registration or the following month. If the company chooses the ongoing month, only flights used after the registration date will be eligible.

If it appears at a later stage that a company was accepted into the Programme although the criteria described in these Terms had not been fulfilled with respect to the company, Finnair shall, in accordance with the provisions of section "Termination of the Programme, changes to the Programme and termination of membership", be entitled to terminate the agreement between Finnair and the company forthwith. The respective company shall not in this case anymore be entitled to the Corporate fare provided by the Programme.

## AUSTRIA

### RESPONSIBILITIES OF THE COMPANY

If the information regarding the company is not correct, or if there have been subsequent changes in the information, the company shall inform Finnair of the matter either by logging in on the Finnair Corporate homepage and updating the company specific info or by sending e-mail to the following address: [corporate.programme@finnair.com](mailto:corporate.programme@finnair.com). The company shall actively follow the purchases registered under the company's customer number and inform Finnair, in accordance with the provisions of section "Follow-up of flights determining the level and Total travel", of any defects in the registered purchases. The company shall retain the booking references or ticket numbers as proof of the flights. In addition, the company shall keep itself informed of any changes made to the Terms and the Programme. Finnair will inform the member companies on the Internet about the changes.

### RIGHTS OF THE COMPANY

#### RIGHT FOR THE DISCOUNTED CORPORATE FARE

When entering into the Programme, the company has the possibility to take into use a special, upfront discounted fare (hereinafter Corporate Fare) based on the company's flight volume. The flight volume shall determine the level of discount for the company.

### FLIGHTS DETERMINING THE LEVEL

Eligible flights, which are taken into account when determining the level, are flight tickets for international scheduled or leisure Finnair flights that have been purchased in Austria and concern flights made on a Finnair aircraft provided that (i) the customer number of the company has been registered in the reservation of the flight and that (ii) the respective flight ticket has been used during the period of the agreement. The price to be taken into consideration shall be the actual price of the flight ticket (airport taxes, passenger charges and other taxes as well as other fees imposed by authorities shall be deducted from the price). Expired, redeemed, unused and cancelled tickets, and tickets for flights that have been rerouted to another carrier, shall not be included in the Flights determining the level.

If a Finnair flight is cancelled due to reasons attributable to Finnair or due to force majeure reasons (cancellation of flight due to weather conditions or due to other reasons beyond the control of Finnair), the flight will not be included in the Flights determining the level or the Total travel. In addition, flights originally to be made on a Finnair aircraft shall not be included in the Flights determining the level or the Total travel, if the flight has, on the basis of rerouting, been made on an aircraft of another carrier.

Free tickets, contract tickets, award tickets, barter tickets as well as flight awards of the Finnair Plus frequent flyer program shall not be taken into consideration when calculating Contract Travel. In addition, flights that belong to the scope of application of some other program or flights with reduced fares use by the travel industry shall not be taken into consideration when calculating Contract Travel. Code-share flights with Finnair partner airlines are not eligible for Flights determining the level.

If only a part of a trip is made on a Finnair aircraft, the amount received by Finnair for the respective flight shall be taken into consideration when calculating the Flights determining the level. A part of a trip flown in Finland shall be included in the price of an international scheduled flight, if such a domestic flight is included on the same flight ticket as the international flight (for example if a person flies with one flight ticket on a Finnair scheduled flight from London to Oulu via Helsinki, the flight from Helsinki to Oulu shall be included in the eligible Flights determining the level).

The company's right for the discounted Corporate Fare is based on the Flights determining the level.

Flight tickets may be reserved and purchased in any travel agency, Finnair office, or on the Internet pages of Finnair at [www.finnair.com/corporates](http://www.finnair.com/corporates). The flight will be taken into consideration when calculating the Flights determining the level, only if the customer number has been registered in the reservation when making the respective reservation. The customer number may be added to the reservation at a later stage only if the addition is made prior to the beginning of the last flight of

**AUSTRIA**

the trip to be made on a Finnair aircraft (the Finnair carrier code AY and a three digit flight number). The customer number may not be included in the reservation after the beginning of the last flight on a Finnair aircraft.

Employees of the company and the persons whose flights have been paid by the respective company shall be entitled to use the customer number of the company. The employees of the company shall be entitled to use the customer number only with regard to the flights that have been paid by the company. The above-described persons shall be able to prove their identity when requested, as well as their right to use the customer number of the company. The employees may prove their identity and their right to use the customer number for example by presenting an identity card issued by the respective company.

The Programme does not exclude the possibility of earning Finnair Plus points in accordance with the Finnair Plus frequent flyer program.

**DISCOUNT ACCORDING TO THE LEVEL**

The discount given depends on the level the company is in.

In short there are 3 different levels (Silver, Gold and Platinum) and the level is determined according to the amount of company purchases within a certain time period (6 months).

The updated discount levels can be found from Finnair's website.

**FOLLOW-UP PERIOD AND LEVEL PERIOD**

When joining the Programme, the company will automatically enter the Programme on the Silver level and be entitled to the discount as explained on the web. The follow-up period always begins when the company's level changes and lasts for six (6) reported months. If the level remains the same for six (6) months, a new follow-up period begins automatically after the previous follow-up period has ended. A new follow-up period always begins from the beginning of a calendar month.

A new follow-up period begins when the amount of revenue determining the level exceeds one of the limits described in the web site (consequently a new follow-up period and level period may begin in the middle of a previous follow-up and level period where the company was entitled to a smaller discount). The amount of revenue determining the level is annulled every time the company enters a new level and a new follow-up period and a new level period begins.

A new level period always begins from the beginning of a calendar month.

**FOLLOW-UP OF FLIGHTS DETERMINING THE LEVEL AND TOTAL TRAVEL**

The company may follow the amount of revenue determining the level and Total travel on the Internet at [www.finnair.com/corporates](http://www.finnair.com/corporates) -> Reports after logging in. The company shall ensure that its user identification code and password are not disclosed to any external party. The monthly amounts for revenue determining the level and Total travel shall be available for inspection after the flights have been registered under the company's customer number. The information concerning the revenue determining the level and Total travel for a certain month shall be registered after approximately 30 days as from the end of the respective month. The reports will be based on respective flight dates.

Finnair reserves the right to remove from the customer number any flights that have been incorrectly registered under the customer number.

If the company feels that there is an error in the monthly amounts for the revenue determining the level and Total travel registered under the customer number, the company shall inform Finnair of the defect by e-mail to [corporate.programme@finnair.com](mailto:corporate.programme@finnair.com) within three (3) months as from the end of the respective month. If the company has not presented any claims within the above-described period, the company is considered to have accepted the registered revenue

**AUSTRIA**

determining the level and Total travel regarding the respective month. If Finnair and the company disagree on the amount of revenue determining the level and Total travel, the company shall provide Finnair with the original booking references and ticket numbers as proof of the flights.

The Flights determining the level and Total travel registered under the company's customer number may not be transferred to or combined with the customer number of another company.

The company may participate in only one programme at a time; revenue determining the level and Total travel may not be transferred from the company's customer number to another programme.

**BOOKING FLIGHTS AND PURCHASING OF TICKETS**

The previously defined Corporate Fare is available through Finnair's Corporate Programme Internet service at [www.finnair.com/corporates](http://www.finnair.com/corporates) and in the travel agency the customer has defined when entering into the Programme. When booking and purchasing tickets online at <http://www.finnair.com/AT/GB/corporate> the customer must log in by using a username and a password. The company is responsible for storing the user ID and password appropriately. The Contact person may also save traveller profiles into the Programme via User administration. The company is responsible for determining the different user levels. Finnair is not responsible for any damage or other losses arising to the company or a third party from the misuse of the user ID, password or cards.

All Finnair's fare types are available for purchase via the Programme's Internet booking service. All the fare rules are available at [www.finnair.com](http://www.finnair.com) while making a booking and purchasing a ticket. Conditions are available at [www.finnair.com](http://www.finnair.com).

**TERMINATION OF THE PROGRAMME, CHANGES TO THE PROGRAMME AND TERMINATION OF MEMBERSHIP****TERMINATION OF THE PROGRAMME**

Finnair may at any time discontinue the Programme or replace the Program with another program by informing the member companies of the matter by e-mail, on the Internet or in writing at least ninety (90) days before the termination of the Program or before the replacement of the Program with another program.

If the Program is discontinued, the previously mentioned Corporate Fare is available through [www.finnair.com](http://www.finnair.com) and in the customer's travel agency to a date specified by Finnair, however the fare will be available at least for thirty (30) days after the announcement of discontinuing of the Program. If the Program is replaced with another program, the previously mentioned Corporate Fare is available through [www.finnair.com](http://www.finnair.com) and in the customer's travel agency to a date specified by Finnair, however the fare will be available at least for thirty (30) days after the announcement of replacing of the Program.

If the Program is replaced with another program, Finnair shall be entitled to transfer the amount of revenue determining the level to the new program in such a manner and with such restrictions as defined by Finnair. Finnair shall not be liable to pay any damages to the member companies regarding losses possibly incurred by the member companies as a result of the transfer.

**TERMINATION OF THE AGREEMENT**

Finnair shall be entitled to terminate the agreement as regards the membership of a certain company at any time by providing a notice by e-mail or in writing to the respective member company at least ninety (90) days prior to the termination date.

Finnair shall be entitled to terminate the agreement as regards the membership of a certain company at any time with immediate effect if no eligible flights are registered under company's customer number for 12 consecutive months. Finnair shall notify respective member company of the termination thereof in writing.

**AUSTRIA**

The company shall be entitled to terminate the agreement as regards its membership at any time without any notice period by informing Finnair of the termination by e-mail to the following address: corporate.programme@finnair.com. Finnair will, after having received the notice, annul any Flights determining the level accumulated under the company's customer number.

**CANCELLATION OF THE AGREEMENT**

Finnair shall be entitled to terminate the agreement as regards the membership of a certain company at any time with immediate effect for a reason attributable to the respective company. Finnair shall in this case be entitled to keep the revenue registered under the company's customer number without prior notice and without obligation to pay any refunds or damages to the company. Finnair will inform the company either by e-mail or in writing of the termination of the agreement, the reason for the termination and the annulment of revenue determining the level. For example a breach of any of these Terms or the forwarding of incorrect information to Finnair shall qualify as a reason attributable to the company.

**CHANGES TO THE PROGRAMME**

Finnair shall be entitled at any time, at its discretion, to make changes to the Programme, these Terms and the discounts to be granted to the member companies (including changes to the determination of the revenue determining the level, the period during which revenue determining the level accumulates as well as changes to procedures, (and) ways and means of the discount). Changes will become effective immediately without prior notice unless Finnair advises otherwise. Finnair will inform the member companies of the changes on the Internet. Member companies accept the changes by continuing to register flights for the Programme. If a member company does not accept the changes, the company shall be entitled to terminate its membership in accordance with section "Termination of the agreement by a member company". Finnair shall not be liable for any losses caused by the changes (including losses of benefits and decreases in benefits), and Finnair shall not be obliged to compensate for these losses in any way or pay any damages as regards these losses.

**OTHER CONDITIONS****INFORMATION CONCERNING THE PROGRAMME ON THE INTERNET PAGES**

Finnair shall be entitled at any time to make changes to the information regarding the Programme on the Internet pages of Finnair.

**LIMITATION OF LIABILITY**

Finnair shall not be liable for any inaccuracies or defects on its Internet pages as regards the Programme.

The service described in these Terms shall be offered as described in these Terms and on the Internet pages. Finnair shall not give any warranty as regards the service or the information concerning the Programme.

Finnair will not be liable for any direct, indirect or consequential damage or loss incurred by the member company with respect to its membership, unless Finnair has caused the damage or loss by wilful conduct or gross negligence. Damages or losses incurred with respect to the membership include, inter alia, (i) damages incurred as a result of the use of the service and damages relating to the use of the service, (ii) damages incurred as a result of the use of the Internet pages of Finnair and damages relating to the use of the Internet pages of Finnair, and (iii) damages incurred as a result of the interruptions, delays or other malfunctions in the use of the Internet pages of Finnair.

**RESPONSIBILITY OF MEMBER COMPANIES**

If a claim is made against Finnair based on the membership of a member company or on the use of the service provided by the Programme by the member company, the respective member company shall pay to Finnair all damages and expenses incurred by Finnair as a result of the claim.

**AUSTRIA**

**APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

The laws of Finland shall govern the Program, and any disputes will be resolved in the Vantaa District Court.