

# TERMS AND CONDITIONS

## « 4+1 FREE » PROGRAMME

### Article 1 - General

- 1.1. These terms and conditions govern the relationship between you and Luxair, Société Luxembourgeoise de Navigation Aérienne S.A. (société anonyme), a company incorporated under Luxembourg law, whose registered office is at 25 rue Gabriel Lippmann, L-5365 Munsbach and whose postal address is L-2987 Luxembourg, registered in the Luxembourg Trade and Companies Register under number B 4109 (hereinafter "**Luxair**").
- 1.2. Membership of the Programme implies full and unconditional acceptance of these terms and conditions.
- 1.3. No agent, employee or representative of Luxair has the right to alter, modify or waive these terms and conditions.
- 1.4. The following terms have the meanings set out below, unless the context otherwise requires:
  - The "**Programme**" refers to the programme entitled "4+1 Free by Luxair", the purpose of which is to offer you a voucher to be used for the purchase of Luxair flight tickets and ancillaries, after purchase and use of four (4) Luxair flight tickets.
  - The term "**Voucher**" refers to the voucher offered by Luxair within the framework of the Programme, within the limits and conditions as detailed hereunder.

### Article 2 - Membership of the Programme

- 2.1. The Programme is accessible to any natural person over the age of eighteen (18) who has a MyLuxair account ([www.luxair.lu/en/myluxair](http://www.luxair.lu/en/myluxair)).
- 2.2. To join the Programme, you must activate the Programme in your MyLuxair account.
- 2.3. Membership in the Programme can only be registered and validated if the information provided by you is complete, legible and usable. You are therefore solely responsible for the accuracy and updating of your personal data. Luxair reserves the right to ask you at any time for any document to prove the accuracy of the information provided.

### Article 3 - Terms of delivery, issue and use of Vouchers

- 3.1. In order to be eligible for a Voucher under this Programme, you must collect four (4) Luxair flight tickets until the 31<sup>st</sup> of March 2023 (the **Period**). The Period starts from the first activation of the Programme, as detailed in Article 2 of these Terms and Conditions.
- 3.2. Only tickets for Luxair flights purchased and used during the Period will be registered and taken into consideration.
- 3.3. Without prejudice to the preceding paragraphs,
  - Tickets for Luxair flights booked prior to joining the Programme will be registered and taken into consideration under the Programme, provided that (i) the booking was made at least one (1) week prior to joining the Programme as described in Article 2 of these General Terms and Conditions and, (ii) the flight takes place within the Period.
  - Round trip tickets which are booked as a single reservation, and of which one of the portions of the round trip is cancelled, will be registered and counted as part of the Programme, it being

specified that only the portion of the ticket actually used will be taken into account in the calculation of the Voucher.

- 3.4. If the conditions as detailed in paragraphs 1, 2 and 3 of this Article are fulfilled, you will receive a Voucher, which can be used to book a Luxair flight ticket.

The value of the Voucher will be calculated on the basis of the lowest price of all four (4) tickets purchased and used within the framework of the Programme.

- 3.5. From the date of issue by Luxair, Vouchers are only valid for a period of one (1) year. The Voucher can be redeemed until its expiration date, which is mentioned in the email by which the voucher was delivered. The Voucher expires on the mentioned expiration date at 23:59 UTC.
- 3.6. Except in cases where the law provides otherwise, Vouchers are neither exchangeable nor refundable. It cannot be paid out in cash, or transferred against value, under any circumstances. Further sale of Voucher is likewise not permitted.
- 3.7. Voucher can only be used for the purchase of Luxair flight ticket(s) and ancillaries, online from Luxair website <https://luxair.lu> or from <https://luxairtours.lu> and on Luxair Mobile App. You cannot book any package or other stand-alone services other than flight(s) with or without ancillaries, available on the aforementioned websites.
- 3.8. Vouchers are only valid for the purchase of Luxair flight tickets and ancillaries marketed at the standard price available to the public. It is not possible to jointly redeem Promotional Code and Gift card or Voucher.
- 3.9. Voucher cannot be redeemed for the purchase of Gift Cards or other Voucher.
- 3.10. It is currently not possible to add Luxair's travel insurance to your booking if you use your Voucher for payment.
- 3.11. The Voucher can be used multiple times, within the validity period, until the total balance of the Voucher has been used completely. After the expiration date the Voucher cannot be used, renewed or reactivated, nor can any unused remaining balance on the Voucher be claimed or redeemed for cash. No refunds or credit note shall be issued for unused part of the Voucher.
- 3.12. When making a payment with the Voucher, in case the booking amount is equal or exceeds the available credit, the Voucher will be fully used. Therefore, the entire transaction payment should be made with the Voucher or if the purchase exceeds the redeemer's Voucher balance, the remaining amount must be paid with another accepted form of payment.

If there is any credit left after your transaction, the value of the Voucher will be adjusted and will remain valid under the same conditions (no refund or extension possible).

- 3.13. You can use up to three forms of payment for one purchase, combining Voucher, Gift Card and any accepted credit card.

#### **Article 4 - Fraudulent use of the Programme**

- 4.1. The purpose of the Programme is to offer you a Voucher to be used on any new reservation of a Luxair flight, after the purchase and use of four (4) Luxair flight tickets. By joining the Programme, you accept all of the present terms and conditions and behave fairly towards Luxair.

In this context, in the event of abuse by you in the use of the Programme or towards Luxair, Luxair reserves the right to (i) suspend or cancel your membership in the Programme, and/or (ii) cancel the Vouchers associated with the Programme. In this case, Luxair will carry out such suspension and/or cancellation after having notified you by any appropriate means of communication.

- 4.2. The suspension and/or cancellation of your membership to the Programme and/or of the associated Vouchers in case of abuse does not give you the right to any form of compensation.

4.3. Without being exhaustive, the following in particular are considered as abuse within the meaning of this Article: (i) fraud or attempted fraud, (ii) theft or attempted theft, (iii) inappropriate use or misappropriation of the Programme, (iv) actions likely to disrupt the operation of the Programme, or more generally (v) failure to comply with the provisions set out in these general terms and conditions, or with the terms and conditions of use of the [www.luxair.lu](http://www.luxair.lu) website and the MyLuxair service ([www.luxair.lu/en/myluxair](http://www.luxair.lu/en/myluxair)).

## **Article 5 - Modification, suspension of cancellation of the Programme**

5.1. Luxair reserves the right to freely modify and change the present terms and conditions, at any time and at its sole discretion. The latest version of the general terms and conditions applicable to the Programme can be consulted on the Luxair website, accessible at [www.luxair.lu](http://www.luxair.lu). Such modifications or changes shall not affect any Vouchers already issued.

5.2. Luxair reserves the right to modify, suspend or terminate the Programme. In case of suspension or termination of the Programme, you may continue to use the issued Vouchers until their respective expiry date, within conditions and limits detailed in the present terms and conditions. If they are not used within the validity period, the Vouchers will be definitively expired.

5.3. The modification, suspension or cancellation of the Programme does not give you any right to compensation.

## **Article 6 - Personal data protection**

As part of the Programme, Luxair is committed to respecting your privacy and personal data.

For information on the use and protection of your personal data, please read our [Security and Privacy Policy](#).

## **Article 7 - Liability**

7.1. To the extent permitted by law, Luxair shall not be liable for any direct, indirect, incidental or consequential damage that may be caused by anomalies in the operation of the Programme, whatever the cause of these anomalies. However, Luxair undertakes to do its utmost to allow you to keep the benefit of the Vouchers acquired within the framework of the Programme in case of anomaly.

7.2. The risk of loss and title for Voucher pass to the designated recipient upon our electronic transmission of the Voucher.

7.3. Luxair is not responsible if any Voucher is lost, stolen, destroyed or used without recipient's permission. Neither Luxair nor Luxair's agent, employee or representative is obligated to request a person presenting this Voucher to identify himself/herself.

7.4. Luxair does not accept any liability in the case that the email address of Voucher designated recipient is misspelled.

## **Article 8 - Miscellaneous**

8.1. These terms and conditions constitute the entire agreement between you and Luxair and supersede any prior agreement or understanding (oral or written) with respect to the subject matter hereof.

8.2. Any failure by Luxair to exercise any of its rights shall not be construed as a waiver or relinquishment of future performance of any of its rights; your obligations in respect of such future performance shall remain in full force and effect.

8.3. If any provision of the present terms and conditions becomes invalid, unenforceable or prohibited in any jurisdiction, this will not affect the validity or enforceability of the remaining provisions of these terms and conditions or of those same provisions in any other jurisdiction. In such event, you and

Luxair agree to replace the clause said to be invalid, unenforceable or prohibited with a valid and enforceable clause within the meaning of the original clause.

8.4. The original version of these terms and conditions is written in English. If a translation is made into a language other than English for any reason, the English version shall prevail in the event of any difference, question or dispute as to the meaning, form, validity or interpretation of these terms and conditions.

8.5. These terms and conditions should be read in conjunction with our terms and conditions of carriage, security and privacy policy, cookie policy and terms of use.

## **Article 9 - Applicable law and jurisdiction**

The present terms and conditions are subject to Luxembourg law.

In the event of a dispute, we invite you to contact our customer relations service in order to find an amicable solution. In the absence of an amicable solution, the courts of district of Luxembourg, Grand Duchy of Luxembourg, shall have sole jurisdiction to hear any dispute.