

# TERMS & CONDITIONS FOR POINT SHARING

30 OCTOBER 2018

## 1. General

- 1.1 These Terms & Conditions are valid for point sharing. Point sharing allows several EuroBonus members to collect EuroBonus points in one account (hereafter referred to as “Point Sharing” or “Point Sharing Product”). By either starting a Point Sharing group, or accepting a Point Sharing invitation you confirm that you accept these Terms & Conditions.
- 1.2 All transactions and activities within the Point Sharing Product are also subject to EuroBonus Terms & Conditions (please see [EuroBonus Terms & Conditions](#)). In case of conflict between these Terms & Conditions and the EuroBonus Terms & Conditions, the provisions of the EuroBonus Terms & Conditions shall prevail.

## 2. About the Point Sharing Product

- 2.1 The Point Sharing Product is operated by Scandinavian Airlines System Denmark-Norway-Sweden, a consortium established under the laws of Denmark, Norway and Sweden with its principle office at Frösundaviks allé 1, SE-195 87 Stockholm, Sweden (hereinafter referred to as “SAS,” “us” or “we”).
- 2.2 Point Sharing is only available for EuroBonus members. You must be logged into SAS EuroBonus to start or join a Point Sharing group.
- 2.3 When joining Point Sharing, either by starting a Point Sharing group or by accepting an Point Sharing invitation, all EuroBonus points are transferred to the Point Sharing account (hereafter referred to as “Point Sharing Account”).
- 2.4 A Point Sharing group must always consist of a minimum of two (2) EuroBonus members and a maximum of eight (8) EuroBonus members (hereafter referred to as a “Point Sharing Group”). A EuroBonus member may only participate in one Point Sharing Group.
- 2.5 The member who creates the Point Sharing Group becomes the administrator and the owner of the Point Sharing Account (hereafter referred to as “Owner”). The Owner is responsible for all EuroBonus points collected in the Point Sharing Account and the Point Sharing Group. A person that is already a member of another Point Sharing Group cannot start a new Point Sharing Group. The Owner of the Point Sharing Group is required to be at least 18 years old.
- 2.6 The Owner is the only member that can invite new members to the Point Sharing Group.
- 2.7 The Owner can at any time pass ownership of the Point Sharing group to any member of the Point Sharing Group that meets the minimum age criteria set out in Section 2.5. No acceptance by the new Owner is required.
- 2.8 A valid EuroBonus number is needed to send an invitation to join a Point Sharing Group. The Owner is responsible to ensure that a correct EuroBonus number is added when sending an invitation. SAS does not accept any liability if an incorrect EuroBonus

number has been used and the invited member accepts the invitation to join the Point Sharing Account.

- 2.9 The invitation to join a Point Sharing Group is valid for thirty (30) days. After this time the member cannot join the Point Sharing Group without a new invitation. After accepting the invitation, the members has a lock-in period of six (6) months where they are not allowed to leave the Point Sharing Group (hereafter referred to as the “Lock-In Period”).
- 2.10 After the Lock in Period, members are free to leave the Point Sharing Group at any time. The Owner cannot leave Point Sharing Group without passing ownership to another member in the Point Sharing Group.

### **3. Using and earning points in the Point Sharing Account**

- 3.1 Members in the Point Sharing Group are not allowed to use Point Sharing for business or commercial use. The Point Sharing Product is for personal use only. Details on consequences of misuse is further explained in Section 6 of these Terms and Conditions.
- 3.2 When a member has joined a Point Sharing Group all their existing EuroBonus points that were earned before joining the Point Sharing Group are immediately transferred to the Point Sharing Account. All points keep their original category of point and point expiry. During the time the member is part of the Point Sharing Group all EuroBonus points earned are collected in the Point Sharing Account.
- 3.3 Expiration date for any new points earned from the time the member joined the Point Sharing Group are calculated against the Owner’s last month of qualification period i.e. all points earned while in the Point Sharing Group by members in the Point Sharing Group have the same month of point expiry.
- 3.4 When EuroBonus points are used for the Point Sharing Account for purchases, award trips or other rewards the points that were earned first will be used, i.e. if a Diamond member who has no point expiry has points that were earned first, these will be used for point purchases.
- 3.5 All members in the Point Sharing Group can use all points on the Point Sharing Account unless the Owner restricts the member from using points. The Owner can at any time give or revoke the right to use points from the Point Sharing Account and can also at any time remove any member from the Point Sharing Group (if the member is not within Lock-In Period as set out in Section 2.9).
- 3.6 If a member decides to terminate their EuroBonus membership or if a member is deceased all the members individual points will expire, and no points will remain in the Point Sharing Account. EuroBonus points cannot be inherited as set out in Section 6.3 of these Terms and Conditions.
- 3.7 If the Owner closes the Point Sharing Account, terminates their EuroBonus membership, or is deceased the Point Sharing Account will be closed and all members individual points that have not been used will be transferred to members own EuroBonus account. All points earned before joining Point Sharing Group keep their original category of point and point expiry. All points earned during membership in Point Sharing Group keep expiration date calculated against the Owners last month of qualification period.

- 3.8 If a purchase made with points is cancelled after a member has left the Point Sharing Group, any individual points used for the purchase will be transferred to the members own EuroBonus account with point expiry according to the rule set out in Section 3.7 above. If points have expired after the purchase was made, they will not be refunded.
- 3.9 When leaving a Point Sharing Group any individual points that have not been used will be transferred to members own EuroBonus account. When leaving a Point Sharing Group, no recalculation of point expiry is done. Points earned before joining a Point Sharing Group keep their original expiration date. Points earned while being part of the Point Sharing Group keep the expiration date aligned with the Owner's last month of qualification period.
- 3.10 History of all point earn activities by members is retained and will be shown in the transaction list on the member's own EuroBonus account. Details on individual activities will not be shown on the Point Sharing Account. The Point Sharing Account will only show transactions attributed to member name, not source of point earn. All point use transactions from the Point Sharing Account will be shown in the Point Sharing transaction list.
- 3.11 The Mastercard Fly Premium level is individual and will not be increase by points earned by other members of the Point Sharing Group. EuroBonus payment card coupons are personal and can only be used by the individual with the payment card.
- 3.12 The total shared balance of the Point Sharing Account will be shown as the available point balance in most of the interfaces and communication from SAS and partners.

#### **4. EuroBonus Tier Levels**

- 4.1 Tier qualification levels will not be affected by joining a Point Sharing Group.
- 4.2 Earned tier status is personal and earned Basic Points or qualifying segments will continue to only be counted towards the members individual qualification level during the time the member is part of the Point Sharing Group. Both earned Basic Points and earned Extra Points can be used for award trips or other rewards by members in the Point Sharing Group. The EuroBonus program has the following categories of points:
- 1) "Basic Points" which can be used for award travel and other products and count towards upgrade to a higher membership level or renewal of membership level;
  - 2) "Status Points" which count towards upgrade to a higher membership level or renewal of membership level but cannot be used for award travel and other products;
  - 3) "Extra Points" which can be used for award travel and other products, but do not count towards upgrade to a higher membership level; and
  - 4) "Qualifying Flights" which are flights operated by SAS or selected flights operated by other airlines as set out on SAS website and count towards upgrade to a higher membership level or renewal of membership level.
- 4.3 EuroBonus tier benefits are personal, meaning that tier benefits such as no point expiry only apply to points earned by the individual member, not points earned by other members in the Point Sharing Group.

#### **5. Personal Data**

- 5.1 Membership in the EuroBonus program including using the Point Sharing Product, requires us to process your personal data. To fulfil our commitment under these Terms &

Conditions, it is thus necessary for us to process information that relates to you as a person.

- 5.2 Personal data means any information relating to you as a natural person and through which you can be identified directly or indirectly, such as your name, photo or ID number.
- 5.3 Personal information such as name, transactions and EuroBonus number will be shared with other members in the Point Sharing Group.
- 5.4 The personal data in question is mainly information that you have provided us with as well as data from our business partners and other third parties. We process this data for purposes related to these Terms & Conditions, such as managing your EuroBonus account and travel, making your travel with us easier, and improving and personalizing our products, services, communication and offers by getting to you know you and your preferences.
- 5.5 SAS is the controller that determines the purposes and means of processing your personal data.
- 5.6 Further information on how we process your personal data is set out in our [Privacy Policy for EuroBonus members](#). Please read the policy applicable to you thoroughly and contact our Data Protection Officer at [dataprotectionofficer@sas.se](mailto:dataprotectionofficer@sas.se) should you have any questions. We reserve the right to change the Privacy Policy for EuroBonus members at any time.
- 5.7 We use cookies to enhance your experience on our website. For information on which cookies we use and how, see our [Cookie Policy](#).

## **6. Misuse**

- 6.1 We reserve the right to terminate the membership in cases which we deem constitute misuse. This means that previously earned but unused points and issued EuroBonus tickets/vouchers become null and void. We also reserve the right to downgrade your membership level in cases which we deem constitute misuse. Misuse may consist of unsuitable or disrespectful behavior towards us or our business partners, our employees or passengers, violation of the EuroBonus Terms and Conditions or these Terms and Conditions, illegal conduct, fraud or actions that are generally regarded as immoral or unethical.
- 6.2 You are only entitled to points for which you have performed a valid activity and only for your own flights. SAS may at any time correct or withdraw points for any activity or EuroBonus points wrongly registered on your EuroBonus account or the Point Sharing Account due to a technical error or any other malfunction. For the avoidance of doubt, such correction could also affect membership level and related benefits.
- 6.3 Points and benefits (including give away cards) are personal and can under no circumstances be sold, transferred, combined, inherited, refunded in cash or used for other purposes than within the EuroBonus program unless otherwise stated by SAS. In case of misuse, we can confiscate points, benefits and documents. Members can be refused access to a plane, a hotel or otherwise be refused to enter into or enjoy the performance of an agreement for other products or services. If a trip has commenced or the delivery of service or product has already taken place, the passenger can be

charged full price for the remainder of the trip/for the applicable purchase.

**7. Disputes and applicable legislation**

- 7.1 To the extent permissible by local law or regulations, these Terms & Conditions shall be governed by and construed in accordance with Swedish law. Both parties submit, to the extent permitted by local law or regulations, to the non-exclusive jurisdiction of the District Court of Stockholm to resolve any dispute that may arise from these Terms & Conditions.
- 7.2 Any provision of these Terms & Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining, which shall continue unaffected.
- 7.3 These Terms & Conditions were last updated on 30 October 2018 and replace all previous versions thereof.