

# TERMS & CONDITIONS FOR GIVE AWAY CARD

## 1. General

- 1.1 These Terms & Conditions are valid for Give away card. By either donating or receiving a Give away card you confirm that you accept these Terms & Conditions.
- 1.2 All activities within the Give away card 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.
- 1.3 SAS reserves the right to change these terms and conditions at any time with or without notice.

## 2. About the Give away card product

- 2.1 The Give away card 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 The recipient of the donated EuroBonus card should be a recognized friend or a family member of the donor and should not already hold the requested tier level.
- 2.3 The recipient of the donated EuroBonus card must be a member of EuroBonus. The membership in EuroBonus is free of charge and requires no purchase.
- 2.4 The donated EuroBonus card is personal and can under no circumstances be sold, transferred, combined, inherited, refunded in cash or used for other purposes than within EuroBonus unless otherwise stated. In case of misuse, SAS reserves the right to downgrade and/or terminate the membership in cases SAS deems constitute misuse.
- 2.5 The transaction to donate a EuroBonus card can only be made when the donor is logged in on his/her personal EuroBonus account on SAS’ website.
- 2.6 The donor is not obliged to donate a EuroBonus card.
- 2.7 Recipients under the age of 18 years must have their legal guardian’s consent to join EuroBonus.
- 2.8 Donations of EuroBonus cards can be made during the period the donor holds the tier level within the EuroBonus program that qualifies to donate a EuroBonus card (i.e. Gold, Diamond or Pandion member).

- 2.9 Changes to the recipient of the donated EuroBonus card may not be made after the recipient has accepted the donation of the EuroBonus card on his/her personal EuroBonus account on SAS' website.
- 2.10 The recipient of the EuroBonus card must give his/her acceptance before the upgrade of the new EuroBonus tier level to Silver, Gold or Diamond member can be completed.
- 2.11 The recipient of the donated EuroBonus card receives all benefits included in the new tier level (i.e. Silver, Gold or Diamond member) for the valid period.
- 2.12 The number of months valid for the recipient of the donated EuroBonus card upgraded status to Silver, Gold or Diamond member will depend on when, during the recipient's qualifications period, the upgrade is performed.
- 2.13 SAS accepts no responsibility for the individual member's tax obligations in connection with the upgrade of the EuroBonus tier level to Silver, Gold or Diamond member.
- 2.14 EuroBonus cards that have not been donated by the donor at the end of the current tier level period of the donor will expire.

### **3. Personal Data**

- 3.1 Membership in the EuroBonus program including using the Give away card 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.
- 3.2 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.
- 3.3 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.
- 3.4 SAS is the controller that determines the purposes and means of processing your personal data.
- 3.5 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.
- 3.6 We use cookies to enhance your experience on our website. For information on which cookies we use and how, see our [Cookie Policy](#).

#### **4. Misuse**

- 4.1 SAS reserves the right to downgrade and/or terminate the membership in cases SAS deems 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.
- 4.2 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.

#### **5. Disputes and applicable legislation**

- 5.1 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.
- 5.2 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.
- 5.3 SAS reserves the right to change these terms and conditions at any time with or without notice.
- 5.4 These Terms & Conditions were last updated on 4 March 2019 and replace all previous versions thereof.