

General Terms and Conditions of the flyljubljana Programme

These General Terms and Conditions define the **flyljubljana** programme (hereinafter: the “Programme”), administered by Fraport Slovenija d.o.o., Zg. Brnik 130a, 4210 Brnik – aerodrom, Slovenia (hereinafter: “Fraport Slovenija” or “us” or “we”) and its relationship with participants in the Programme (hereinafter: “members” or “you”). Membership in the Programme (hereinafter: “membership” is the subject of these General Terms and Conditions, which shall prevail over and supersede all previously valid regulations and provisions of loyalty programmes and/or terms and conditions. In using your membership card or member number to enjoy the benefits of the Programme, you agree that:

- a) you have read, understood and accepted these General Terms and Conditions,
- b) satisfy the conditions for membership,
- c) agree to the processing of your data by Fraport Slovenija d.o.o. and the sharing of that data with third parties pursuant to our **Declaration of the Security of Personal Data of Participants in the Programme.**

The purpose of the Programme is to reward passengers and other beneficiaries of the Programme at the Ljubljana Jože Pučnik Airport. As described below, members will receive a membership card that will serve as a means of identification for taking advantage of the benefits of the **flyljubljana** programme.

1. GENERAL RULES OF MEMBERSHIP

- 1.1. Fraport Slovenija d.o.o. shall have the right to amend these General Terms and Conditions at any time, without prior notice. We may introduce changes that affect the processes and benefits of the Programme without limitation. All membership benefits shall be available depending on their availability unless otherwise stated. Changes to the General Terms and Conditions will be published on www.flyljubljana.si. You will be deemed to have been notified upon publication of the changes.
- 1.2. Fraport Slovenija d.o.o. may cancel or terminate the Programme at any time with a prior notice to all active members and may replace the existing Programme with a similar loyalty programme immediately after notifying all active members. In this case, it could occur that members would not be entitled to collection and enjoyment of benefits. We may cancel the Programme in its entirety or partially.
- 1.3. Membership is not your property and belongs to Fraport Slovenija d.o.o. If your membership is cancelled for any reason your right to participate in the Programme will also be terminated.
- 1.4. Membership benefits may be subject to tax. Beneficiaries are responsible for the payment of all such taxes and for providing all related information to third parties. Fraport Slovenija d.o.o. (or any company working under that name) shall not assume any tax liabilities or other costs associated with the enjoyment of membership benefits.

- 1.5. The benefits of the Programme may not be sold, exchanged or transferred (except by us). Fraport Slovenija may refuse to confer any Programme benefits that it believes have been sold, exchanged or inappropriately transferred in any other way.
- 1.6. Fraport Slovenija shall not be liable for:
- a) the loss, incorrect routing or delay in reception of any membership materials, communications or benefits;
 - b) theft or unauthorised enjoyment of the benefits or use of the benefits in a manner outside our reasonable control;
 - c) any activity or omission by third parties; or
 - d) any announced errors associated with the Programme, without limitation, any pricing or typographical errors, errors in descriptions of the Programme, errors in describing partners and errors in conferring the benefits. We reserve the right to rectify any errors without notification.
- 1.7. We shall endeavour to ensure that the data and information on our website is accurate and up to date, including links from these General Terms and Conditions. For the latest and most accurate information you can contact us via email at flyljubljana@flyljubljana.si. Fraport Slovenija shall not be liable for the consequences of any information that has not been updated.
- 1.8. **LIMITATION OF LIABILITY** Fraport Slovenija shall not be liable for any person or activity carried out in connection with the Programme. We shall in no case be liable for any damage, particularly indirect damage and lost profits.
- 1.9. All interpretations of these General Terms and Conditions and rules of membership are subject to our own judgement and consideration, and our decisions shall be final. We may waive conformity with these General Terms and Conditions at our own discretion and may carry out occasional campaigns or activities which provide additional benefits to select or certain members.
- 1.10. These General Terms and Conditions shall be adjudicated according to the law of the Republic of Slovenia. All disputes which cannot be resolved between the parties and which are associated with the Programme shall be resolved individually and are the subject of point 1.10.
- 1.11. Fraport Slovenija d.o.o. and **flyljubljana** and their logotypes are our brands. At no time shall members, directly or indirectly, modify or appropriate them anywhere in the world or use them in any way unless otherwise specifically agreed.

2. RIGHT TO MEMBERSHIP

- 2.1. Membership in the Programme is free of charge and available to individuals above 18 years of age.
- 2.2. Employees of Fraport Slovenija d.o.o. and our associate companies have the right to participate in this Programme.

- 2.3. You shall be deemed to have been entered in the Programme and shall become a member on the date that we receive your correctly completed membership application.
- 2.4. Membership benefits and rights can be enjoyed only by members who identify themselves with a membership card. Your member number is not transferable to any third party. You shall be liable for all activities related to your Programme account via your unique member number when used by a third party, whether it is a member of your family, household, staff or other party.
- 2.5. Legal persons and groups may not participate in the Programme.
- 2.6. You are entitled to only one membership. If you attempt to obtain more than one membership, we reserve the right to cancel your membership.

3. CANCELLATION OR TERMINATION OF MEMBERSHIP

- 3.1. You may cancel your membership at any time by sending a written notice of cancellation to our address, Fraport Slovenija d.o.o., Zg. Brnik 130a, 4210 Brnik – aerodrom, Slovenia.
- 3.2. You will be treated as an “active member” until your membership is cancelled (by you or by us).
- 3.3. If we terminate your membership for any reason, you shall not be entitled to reapply for membership.
- 3.4. Fraport Slovenija may terminate your membership benefits and privileges or your membership with a written official confirmation at any time and with immediate effect, at our own discretion, if: (a) you conduct yourself in contravention of the applicable laws, (b) you engage in fraudulent or violent conduct, (c) you breach these General Terms and Conditions, (d) you defraud or exploit the membership benefits.

4. BENEFITS

- 4.1. If a member of the Programme wishes to exercise their membership benefits, they must identify themselves using their membership card.
- 4.2. The benefits are listed on our website www.flyljubljana.si.
- 4.3. The benefits are not transferable to third parties.
- 4.4. If we find that benefits have been exchanged, sold or transferred to a third party who is not a rightful beneficiary, we reserve the right to revoke them.

5. COMMUNICATIONS

- 5.1. You will be informed about the Programme benefits on a regular basis.
- 5.2. You will occasionally receive communications materials that may also contain offers from third parties. The information that we send you may be targeted or individually adapted based on the data that you entrust to us and your additional data that we keep. You may change your contact and other data at any time by sending an email to flyljubljana@flyljubljana.si. If you wish to change your name, send us a confirmation of your change of name to our address. If you wish to change your address, send us a confirmation of your change of address to our address.
- 5.3. All communications about the Programme will be sent to the address that you state in your application or send to us in another manner. You shall be deemed to have received communications to that postal contact address 1 (one) working day after sending and that you have received communications to the email contact address 5 (five) working days after sending. You are responsible for keeping your contact information up to date.

6. QUESTIONS

- 6.1. If you have any questions, write to us at: Fraport Slovenija d.o.o., Zg. Brnik 130a, 4210 Brnik – aerodrom, Slovenia (Attn.: **flyljubljana** programme) or email us at: flyljubljana@flyljubljana.si.