

## Membership terms and conditions for BRA Vänner

These membership conditions apply to BRA Sverige AB's, business reg. no. 556966-5994, ("BRA") membership programme BRA Vänner. Members of BRA Vänner can earn bonus points via purchases from BRA and BRA's selected partners.

### MEMBERSHIP

1. Membership of BRA Vänner is personal, and open to all natural persons who are older than two (2) years of age. The membership is an agreement between BRA and the member personally. Only one membership is permitted per person. Persons under 18 years of age require a guardian's consent to become member of BRA Vänner (for further details see points 9–10 below).
2. By joining BRA Vänner, the member/member's guardian accepts these membership conditions for BRA Vänner. By using their membership numbers, the member accepts from time to time applicable membership conditions.
3. BRA has the right to exclude a member from BRA Vänner if BRA considers that the membership has been misused or the member in other way has breached the membership conditions. Exclusion of a member by BRA for the above reason may lead to loss of bonus points earned, unused bonus tickets and vouchers. Any misuse of BRA Vänner may be reported to the police or incur a compensation liability. BRA reserves the right to refuse excluded members new membership.
4. Two or more people cannot be registered with the same membership number. The individual membership is registered under the member's full name and at the address given by the member as a personal postal address. If a change in name occurs, this must be notified in writing and birth certificate or equivalent proof must be attached to the notification to [bravanner@flygbra.se](mailto:bravanner@flygbra.se).
5. BRA reserves the right to make changes in the bonus model during the membership period. The applicable bonus model at any given time is stated on BRA's web site. Membership of BRA Vänner does not result in upgrades to a different booking class than that which is valid for the purchased bonus ticket.
6. Service benefits connected with different membership levels only apply for the specifically stated air carrier or partners as well as for a certain booking class.
7. New members are recruited to BRA Vänner at a set membership level, which is determined in advance. Upgrading to higher membership level occurs when pre-determined criteria are fulfilled during one calendar year. Refer to [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner) for current criteria. Any downgrading to a lower membership will occur no later than by March of the following year.
8. Membership of BRA Vänner is valid until further notice. Member can cancel membership at any time by notifying this in writing to [bravanner@flygbra.se](mailto:bravanner@flygbra.se). If no bonus points have been earned during a three-year period, BRA reserves the right to cancel the membership without prior notice and to cancel unused bonus points. This does not prevent subsequent registration of new membership.

### Special conditions for minors

9. A minor may only become a member with the consent of a parent or guardian and provided that the child is at least two (2) years of age.
10. Until the member reaches the age of majority, the following conditions apply in addition to and, in certain cases, instead of other membership conditions.
  - If these special conditions conflict with other membership conditions, the following special conditions will apply:

- The guardian is responsible that a member who is under the age of majority comply with the membership conditions.
- All communication occurs with the guardian (as though the parent were the member) instead of the under age child who is the member.
- Where membership conditions refer to the member it shall, whenever applicable, instead be deemed to refer to the parent or guardian.

## **EARNING BONUS POINTS**

11. Member has the right to bonus points for purchased and paid for flight tickets from BRA. Should any part of the price be repaid, BRA has the right to reduce the number of bonus points correspondingly. For earning bonus points from partners, see the table of earnings on BRA's web site. The number of bonus points varies depending on booking class. Only completed travels qualify for bonus points. Paid for, but unused or disputed tickets, do not generate bonus points. In the case of flights that are cancelled due to technical or weather conditions, the member is obliged to contact BRA Vänner at [bravanner@flygbra.se](mailto:bravanner@flygbra.se) if the flight occurs with an air carrier other than BRA. Bonus points can then subsequently be registered in accordance with the conditions in point 15 below. Should the journey be made with BRA, the points will automatically be registered by BRA.
12. Member of BRA Vänner receives bonus points in accordance with point 11 above, regardless of who pays for the ticket, provided that the membership number is stated during booking or at check-in.
13. If BRA appoints a different air carrier upon its behalf, bonus points will be earned for the journey with this company only if this is specifically stated.
14. BRA reserves the right to stop sending regular information to a member if no bonus points have been earned during a consecutive time period of 12 months.
15. Subsequent registration of bonus points, which have not been registered for any reason, must occur within six months after the completed journey, provided that the individual was a member of BRA Vänner throughout this period. In the case of new members, the bonus points can be registered for journeys that have been completed within thirty days before the application date. Valid documentation, for example a copy of a flight ticket stating the flight number (e.g. TF 305), hotel invoice or car rental contract that has been issued in the member's name must be presented. If the member travels ticket-less, a copy of the order confirmation is required.

## **WITHDRAWAL OF BONUS POINTS**

### General conditions

16. Bonus points may only be used for bonus travel or special offers that BRA or partners via BRA Vänner offer from time to time.
17. General rules for booking/cancellation of both full price tickets and discounted tickets also apply for members of BRA Vänner, regardless of membership level.
18. Airport duties, taxes and other fees in connection with bonus travel are paid by the traveller. If the traveller fails to pay these, or disputes the payment liability, no further bonus points can be earned or bonus points withdrawn until the issue, in BRA's opinion, is resolved.
19. Ordinary withdrawal rates for travel with BRA and its partners are stated on BRA's web site.
20. Family and friends of member can utilise the bonus points themselves, provided that the member is the person booking the bonus offer or flight. Bookings can also be made by an individual who presents a power of attorney from the relevant member.

21. Bonus points are personal and cannot be inherited or transferred to another person in any other way. Bonus points cannot be redeemed for money. Bonus points expire upon the member's death.
22. Members cannot add together their bonus points in order to fulfil the limits for bonus withdrawal. Bonus points that have been registered on the account cannot be transferred by the member to another bonus programme.
23. Bonus points are r valid for three (3) years from the time they are earned. Unused bonus points then automatically expire and cannot be used. When withdrawing bonus points, the bonus points earned first are used.

#### Conditions and guidelines for bonus withdrawal

24. Bonus travels depend on free capacity at the time of booking, and a limited number of seats are available for bonus withdrawal. Thus, seats may be available even if, for example, the number of flight seats set aside for bonus travel has been fully booked. It may also be the case that no flight seats are available for bonus withdrawal. The equivalent applies for BRA's partners who are not an air carrier.
25. It may be the case that BRA has special offers that are time-limited or concern specific markets and/or selected groups of members.
26. Bonus travel with BRA must be completed within three months from the departure date. Partners may have different conditions.

#### Special conditions on bonus withdrawal from BRA

27. Bonus tickets with BRA are paid for and issued at the time of booking.
28. Bonus tickets issued for travel with BRA can be rebooked, to the same destination, until departure to the extent that there are places available for bonus travellers. Rebooking is permitted for three (3) months calculated from the originally booked departure for each leg and is free of charge.
29. Changes in name on BRA's bonus tickets are permitted against a fee and must be made within a specific time before departure. The cost and time are stated at any given time on [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner).
30. The member receives no bonus points in return when cancelling a bonus travel.
31. BRA's general and special conditions otherwise apply.

#### Special conditions on bonus withdrawal from BRA's air carrier partners

32. Bonus tickets with BRA's air carrier partners are paid for and issued at the time of booking.
33. Bonus tickets issued for travel with partners can be rebooked seven (7) days before departure at the latest to the same destination and to the extent that seats for bonus travellers are available, and otherwise in accordance with the regulations that are stated at any given time on [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner). Rebooking is permitted during the validity of the bonus ticket, and may, depending on the partner's rules, be subject to a fee.
34. The right to changes of name on tickets is governed by the partner's conditions, and may be subject to a fee.
35. The member receives no bonus points in return when cancelling a bonus travel.
36. The respective partner air carrier's general and special conditions otherwise apply.

37. BRA is not liable for partners' availability of services and products that the member books via bonus withdrawal. The availability of services and products from partners means that the member enters into an agreement with the partner on the conditions that are agreed between the partner and the member.

Special conditions for bonus withdrawal from BRA's other partners

38. Booking or purchase of services and products from BRA's partners which are not air carriers follow the respective partner's general and special conditions.
39. Rebooking, cancellation and name changes of bonus withdrawal with BRA's hotel, car rental, taxi and other partners must be made a specific time prior to the day of use; limitations may apply and a fee may be charged. The time, conditions and possible cost are stated at any given time on [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner) or in the partner's conditions.
40. The member receives no bonus points in return in the event of cancellations or complaints concerning hotel, car rental, taxi travel or other offers.
41. Complaints must be made directly to the relevant partner.
42. BRA is not liable for partners' availability of services and products that the member books via bonus withdrawal. The availability of services and products from partners means that the member enters into an agreement with the partner on the conditions that are agreed between the partner and the member.

**MEMBERSHIP CARD**

43. The BRA Vänner membership card is personal, and may only be used by the person in whose name the card was issued. The holder of the membership card must present identification upon request.
44. The membership card is only valid once the holder has signed the reverse of the card.
45. If BRA chooses not to exclude a member on the basis of misuse in accordance with point 3, BRA has the right instead to block the membership card/number. The block will only be removed once BRA has assessed that misuse has ceased and there is reason to assume that this or other misuse will not resume. Blocking does not prevent BRA from subsequently excluding the member in accordance with point 3.

**BUSINESS TRAVEL**

46. Member who earns bonus points on flights, hotel accommodation, surface travel or rental cars that are paid by an employer are obliged to inform the employer of this in advance. BRA neither checks nor has any liability for the member informing or receiving approval from the employer.
47. Employees working in the public sector must be particularly aware that in many cases employers do not permit the member's ' private use of bonus points that have been earned as part of the employment. BRA neither checks nor has any liability for member informing or receiving approval from the employer.
48. Benefits earned via BRA Vänner are subject to tax if an employer has paid for the flights, hotel accommodation, surface travel or car rental. The member is obliged to notify their relevant tax authority. BRA bears no liability for any tax and tax liability to which the member is subject in this respect.

## **PROCESSING PERSONAL DATA**

49. BRA is controller of personal data. The personal data which the member submits in connection with a membership application or in the future otherwise makes available to BRA in the context of membership of BRA Vänner will be processed by BRA or its legal representatives in order to inform about and administer the membership and bonus points, to check and perform bookings/cancellations, and also to coordinate offers and activities with BRA's partners around the world. In connection therewith, information may be transferred to partners (e.g. hotels and air carriers) and subcontractors (e.g. data providers outside the EU/EEA). The information may also be used for direct marketing purposes concerning BRA's and partners' services and products. The partners concerned are stated at any given time on [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner). If the member travels ticket-less or use other products (both existing and future), the information that is submitted in the context of membership of BRA Vänner may be used in order to coordinate/update information. The information may be transferred to countries both within and outside the European Union and the European Economic Area. Member has the right to obtain information once per year, following a written application to BRA, on the personal data concerning the member that is processed by BRA. Member also has the right, in accordance with the Personal Data Act, to request that personal information be corrected, blocked or deleted.
50. The Member consents to the above processing of personal data, and to receiving information and marketing material in accordance with the above via post, e-mail or SMS, provided that at the time of or after registration the member has given an address, e-mail address or mobile telephone number.
51. Information on flights, hotel accommodation, surface travel or car rental and other activities that earn bonus points are only registered in the member's ' accounts and stored in BRA Vänner if the member has stated his/her membership number.
52. BRA may save the member's booking information, both with relation to bonus tickets and other tickets, while membership lasts or for a shorter period if required by law.
53. For security reasons, the member should inform BRA in writing of any change in name and address, or personally register this at the stated web site. BRA is not liable for the consequences of incorrect information in BRA Vänner if the member fails to inform BRA of relevant changes.

## **DISPUTES**

54. In the case of dispute concerning membership conditions, Swedish law shall apply without application of the rules governing conflict of law. Disputes are resolved in the Swedish courts.

## **OTHER CONDITIONS**

55. BRA's liability is limited to direct damages that arise in connection with bonus travel with BRA and only in relation to the member.
56. In the case of services and products purchased by the member from partners in exchange for bonus points, the partner is liable to the member in accordance with the partner's general conditions.
57. These membership terms and conditions replaces previous terms and conditions.
58. BRA reserves the right without warning to change the conditions for earning and withdrawal of bonus points. This also applies to withdrawal of bonus points that have already been earned. Further information concerning changes can be obtained upon inquiry to BRA and is always available at [www.flygbra.se/bravanner](http://www.flygbra.se/bravanner). Important changes will also be notified via e-mail provided that the member has provided an e-mail address.
59. The previous rules apply to bonus tickets issued before the time of change in the conditions for earning and withdrawal of bonus points.

60. Account information is only released to the member or to a person who can present a power of attorney signed by the member.
  61. If any provision in the membership conditions is deemed invalid, unenforceable or incomplete, BRA shall replace the invalid, unenforceable or incomplete provision with valid, enforceable or complete provisions, which as far as possible correspond to the original intent of the provision.
  62. BRA reserves the right to transfer BRA Vänner to a third party or to allow BRA Vänner to be merged with another membership programme.
  63. BRA reserves the right to cancel BRA Vänner without any compensation to members.
  64. BRA makes reservations concerning any changes and printing errors in the membership conditions. Changes to the existing conditions may occur without prior notification.
-