

BRUSSELS AIRPORT COMPANY GENERAL TERMS AND CONDITIONS OF SALE FOR THE LOUNGE PASS

(Last modified on 29/10/2024)

1. Introduction

These general terms and conditions ("Terms and Conditions") are legally binding and apply to any sale by Brussels Airport Company NV of a one-time Lounge Pass via the specific Sales Website <https://buymyloungepass.brusselsairport.be/en> and to its further use.

By purchasing on the Sales Website and/or using a Pass, you acknowledge and unconditionally agree to the content of these Terms and Conditions, as well as to the documents referred to herein, including the Lounge Pass Privacy Statement.

2. Company details

These Terms and Conditions have been drawn up by Brussels Airport Company NV, with registered office at Topos Merode, Priester Cuypersstraat 3 Rue Abbé Cuypers, 1040 Brussels, and with seat of business at Brussels Airport National 1M, Compass Building, 1930 Zaventem, company number 0890.082.292 (RPM Brussels) (hereinafter referred to as "BAC" or "we").

3. Definitions

"BAC" or "we": Brussels Airport Company SA/NV, as identified in Article 2

"Customer" or "you": a person who purchases a one-time Pass through the Sales Website and/or uses a Pass

"Customer Service" means BAC's customer service department, the contact details of which are set out in Article 12

"Airport" means Brussels Airport (IATA airport code: BRU)

"Lounge Pass Privacy Statement" means the privacy statement on the processing of personal data in the context of the Lounge Pass, available at <https://www.brusselsairport.be/en/passengers/shop-online/book-a-lounge/privacy-policy-lounge>

"Online Shop" means the online commercial platform offered by BAC for the sale of goods and services, available through <https://shop.brusselsairport.be/>

"Order" means an order for a Pass submitted to BAC by the Customer via a Sales Website and accepted by BAC by means of an order confirmation

"Pass" or "Lounge Pass": a one-time digital credit that gives access to the Brussels Airport lounges, i.e. the Diamond Lounge in gates A (Schengen) and The View in gates B (non-Schengen), when departing from the Airport

"Terms and Conditions": the present general terms and conditions which govern the sale on the Sales Websites provided for in these terms and conditions and the use of Passes

"Sales Website(s)": the sales websites to which these specific Terms and Conditions apply, in particular <https://buymyloungepass.brusselsairport.be/en>

4. Product Description

1. These terms and conditions of sale apply only to the sale of the product offered by BAC on the Sales Website.
2. The online purchase of a Lounge Pass entitles you, for one year from the date of purchase, to make one-off use of one of the Brussels Airport lounges using the infrastructure offered as standard during such visits.
3. The access code is a QR code or alphanumeric code sent to the customer by e-mail and must be scanned at the entrance of the Brussels Airport lounge. Once the Pass has been scanned, it expires and can no longer be used.
4. The Passes can be purchased by consumers, as well as natural or legal persons for professional use.
5. You can order Lounge Passes for an unlimited number of people. The Lounge Passes are non-nominative and can be used to provide other passengers with access to the lounge or they can be transferred to others via the "forward" button in your order confirmation and you can enter the email address of the person you are transferring to.
6. A Pass can only be used once for access to a Brussels Airport lounge. The code expires as soon as it is scanned at the entrance and cannot be used for another date or to re-enter the lounge.
7. When purchasing two Lounge Passes online, the Customer is also entitled to a discount code for the Online Shop, which will be sent by email.
8. The Lounge Pass (including any Online Shop discount code) is valid for a maximum period of one year from the date of purchase. If it is not used during this period, the price will not be refunded.
9. Access to the Brussels Airport lounges is free for children up to 2 years old at the time of use of the Brussels Airport lounges, provided that they are accompanied by at least one adult passenger with a valid Lounge Pass.

5. Purchase of the product

The offer of a Pass on the Sales Website is a non-binding offer by BAC. BAC is not bound by a clear material error that may occur, such as an unrealistic price or a mistake in the description.

By placing an order, selecting a payment method and proceeding to payment, you confirm your final Order. The purchase is made after you have received a confirmation email from BAC with the relevant Pass(es).

6. Obligations of the Customer

By placing an Order, you guarantee that you are at least 18 years of age and in possession of a valid boarding pass for departure from or arrival at the Airport.

You are responsible for providing accurate information, such as identity, payment and contact information.

When registering for a Pass, you create a login identifier and a password ("Identification Data"). We ask you to choose a sufficiently original password that is not derived in an obvious way from your name or personal characteristics. You must ensure that your identification data is kept confidential and that unauthorised persons cannot place orders using your devices and/or your identification data. Any order placed through your account will be deemed to have been placed by you. If you believe that your identification data is no longer secure, you must immediately report this to our Customer Service. If we suspect that your account and your access to the service have been misused or are insecure, we may require you to change your password or take other appropriate action.

It is your responsibility to keep your Passes safe. In case of loss or destruction of a code, you can ask us to resend the code by sending an email to customer.care@brusselsairport.be. In the event of destruction or loss of a Lounge Pass, the new code will be valid for the remaining period of one year.

When transferring a Pass to a third party, you are responsible for ensuring that the third party complies with the terms and conditions contained herein. The holder of the QR code is considered the rightful holder. Used Passes no longer have any value and cannot be validly transmitted in any way.

Passes may be resold to a third party as a private non-commercial transaction provided that the price does not exceed the price paid by the seller himself, and provided that no public offer is made for such sale. Passes may not be systematically resold to third parties as a commercial practice, nor should they be part of a commercial package. The discount code received may not be resold to third parties.

If BAC suspects that a fraudulent order has been placed, BAC reserves the right to refuse or revoke the order. BAC also reserves the right to verify that the Passes are not being used by unauthorised third parties and to refuse access to the Lounges to such third parties. Any costs of investigating fraudulent practices can be recovered from you if these indications are confirmed.

You must comply with the rules of conduct that apply in the Brussels Airport lounges at the Airport, including the Lounges Terms of Use that can be consulted at <https://www.brusselsairport.be/en/passengers/shop-online/comfort-services/lounge-terms-of-use>. If you are denied entry (or your stay is terminated) due to non-compliance with the applicable conditions, you will not be entitled to a refund. In such circumstances, BAC reserves the right to refuse subsequent orders and/or cancel existing Passes.

If there is a technical problem when sending a Pass, you must contact Customer Service as soon as possible. In the event that the Pass does not work at the entrance to the Brussels Airport lounge, you must report this on site so that a responsible employee can diagnose the problem. The cause will be investigated and in the event of a technical error, a replacement code will be provided if necessary and possible, or access to the Lounge can be arranged at a later date.

Without the prior written consent of BAC, it is strictly forbidden to copy, edit, access or access the online services, web pages, apps, software codes, access codes and QR codes or other substantive or formal elements in the context of this service via digital tools or automated tools such as hacking, crawling, scraping or the use of robots. Nor is it permitted to link these elements to software applications or hyperlinks, or to use them in any way other than for ordering or using Passes. The said elements are protected by intellectual property rights of BAC or its licensors.

7. Price and payment

The selling price for the Pass is the one indicated on the Sales Website at the time you validate your Order and which is reflected in the order confirmation.

The price is indicated in euros (€) and includes VAT.

The price indicated applies only during the period when this is maintained. BAC is entitled to modify the price of a Pass at any time. This shall not, however, affect purchases already made. Promotions or discounts apply only during the period indicated and under the terms and conditions set.

The possible means of payment are displayed during the purchase process. Payment for your Order will be processed by a third-party payment service provider and will be subject to the terms and conditions of that payment service provider.

8. Right of withdrawal

8.1 Exercising the right of withdrawal

If you qualify as a consumer, you have the right to revoke the purchase of a Pass without giving any reason and at no additional cost for a period of 14 days from the day following the conclusion of the contract.

You agree that the provision of services may commence before the end of the withdrawal period and that in the event that the service has been fully performed during the withdrawal period, you do not have the right to cancel your purchase. In the event of withdrawal from a service for its full performance, you must pay an amount proportional to the part of the service already provided. For the calculation of this amount, we use the prices as shown on the Sales Website.

If you wish to make use of this right of withdrawal, you can contact the Customer Service and unequivocally declare that you are withdrawing from the contract. To do this, you can use the model withdrawal form included in article 8.3, but you are not obliged to do so.

8.2 Consequences of withdrawal

If you withdraw from the contract, BAC will immediately send an acknowledgement of receipt of this notification.

BAC shall then refund the payments received from you, less the amount of Passes already used (if applicable), immediately and at the latest within 14 days after the day of notification of the withdrawal.

BAC will make this refund using the same payment method that you used for the first transaction.

8.3 Standard withdrawal form

If you wish to withdraw from the contract, you can fill in this form and return it:

To: Brussels Airport Company NV, Customer Care, Brussels National Airport 1M, Compass Building, 1930 Zaventem, e-mail: customer.care@brusselsairport.be

- *I/we (*) hereby give notice (*) that I/we (*) withdraw from our contract for the sale of the following goods/services (*) (*): ...*
- *Ordered on/received on (*): ...*
- *Your name(s) (*): ...*
- *Your address (*): ...*
- *Date:...*
- *Your signature (only if this form is submitted on paper): ...*

() Delete as appropriate*

9. Guarantee and Liability

BAC cannot guarantee that the services relating to the online ordering of a Pass (including the Sales Website and other BAC websites) will always be available. You must use this service in good time for each scheduled trip. BAC reserves the right to temporarily or permanently refuse access to the service (the Sales Website, other BAC websites and the Brussels Airport lounges), including for security reasons. BAC is not obliged to give reasons for such refusal.

Due to the limited space available and the applicable public health and safety regulations, BAC reserves the right to restrict access to the Brussels Airport lounges in order not to compromise the safety of its guests.

You are liable for any damage caused by or as a result of the improper use of a Pass by yourself or by third parties.

Except in the case of proven intentional or gross negligence and to the extent permitted by applicable law, BAC shall not be liable for any damages suffered by you arising out of or in connection with the purchase or use of a Pass. BAC shall also not be liable for indirect and consequential damages, such as loss of business and profits. nor for the operation of third-party products or services.

Without prejudice to the foregoing, BAC's total liability shall in all circumstances be limited to the total amount of the Passes purchased by you during the month in which the claim occurs.

11. Force Majeure

BAC shall not be liable if it is unable to perform the contract as a result of an event that cannot be foreseen and that is not the consequence of an error or the will of BAC ("Force Majeure").

Examples of force majeure are war, riots, terrorism, pandemic, strikes or social conflicts, coercive government measures, and immediate termination by a supplier of the cooperation between BAC and this supplier, without such termination being the result of a material shortcoming on the part of BAC.

In the event of force majeure, BAC will ensure that it fulfils its obligations as well and as quickly as possible. This agreement will be terminated automatically, without liability and with immediate effect if the event of force majeure definitively impedes the fulfilment of the contract.

Flight cancellations or delays will not result in a refund of Passes.

12. Customer service

In case of questions, complaints or technical problems, you can contact the BAC Customer Service:

- by e-mail: customer.care@brusselsairport.be
- By post:
 - Brussels Airport Company NV
 - Customer Care
 - Brussels National Airport 1M
 - Compass Building
 - 1930 Zaventem
 - Belgium

13. Privacy

When you purchase and/or use a Pass, BAC may process certain personal data. BAC will only process this personal data in accordance with the applicable laws on the processing of personal data, in particular the General Data Protection Regulation (GDPR).

If you would like to know more about what personal data is processed and the reasons why BAC collects and processes such data, as well as your rights in this regard, please refer to our [Lounge Pass Privacy Statement](https://www.brusselsairport.be/en/passengers/shop-online/book-a-lounge/privacy-policy-lounge) as available on <https://www.brusselsairport.be/en/passengers/shop-online/book-a-lounge/privacy-policy-lounge>.

14. General Provisions

BAC reserves the right to change these Terms and Conditions and the content of the service at any time. In the event of essential changes, you will be proactively informed. The new Terms will apply to Orders placed after the changes and to use of the Pass after you have been informed of the amended Terms and Conditions. We therefore recommend that you save or print a copy of the Terms and Conditions prior to each Order. These Terms and Conditions were last modified on the date set forth in the header.

If any provision of the Terms and Conditions or any portion thereof is held to be invalid, illegal or unenforceable: (i) the validity, legality and enforceability of the remainder of the Terms and Conditions or of the remaining provision shall not be affected or affected in any way; and (ii) the parties undertake to negotiate in good faith to arrive at a clause that most closely approximates the purpose and intent of the invalid, illegal or unenforceable provision or portion thereof.

BAC's failure to enforce its rights under these Terms and Conditions will not be deemed a waiver of such right and will in no event extend or modify your rights.

These Terms and Conditions are governed by Belgian law. Any dispute relating to these Terms and Conditions that cannot be resolved amicably between the parties shall be subject to the exclusive jurisdiction of the Dutch-speaking courts and tribunals of the judicial district of Brussels, without prejudice to the applicable mandatory provisions relating to consumer contracts. In the event of an international dispute, you (if you are a consumer) can also submit your dispute to the EU Online Dispute Resolution platform, via the following link: <https://ec.europa.eu/consumers/odr>.