

Brussels Airport

General Terms and Conditions Enjoy!

(Last modified on 8 September 2022)

INTRODUCTION

These general terms and conditions ("Conditions") are legally binding and apply to the registration for the Enjoy! experience program (see section IV. below), organized by Brussels Airport Company NV, as well as on the sale of Enjoy! Bundles through the Online Shop and its further use (see section V. below).

By registering for Enjoy!, you acknowledge and agree unconditionally to the content of these Terms as well as to the documents referred to herein, including the Online Shop Terms of Use, the Enjoy! Privacy Policy and the lounge, Fast Lane and bTag Terms of Use.

COMPANY INFORMATION

These Terms and Conditions have been prepared by Brussels Airport Company SA, with registered office at BluePoint Brussels, Auguste Reyerslaan 80, 1030 Brussels, company number 0890.082.292 (RPR Brussels) and with operating office at Brussels National Airport, 1M, Compass Building, 1930 Zaventem (hereinafter "BAC" or "we").

DEFINITIONS

"BAC" or "we": Brussels Airport Company SA, as identified in Section 2

"bTag": a label that the Customer can attach to his/her baggage for tracking purposes

"Comfort Services": Lounge Pass, Fast Lane Pass and bTag

"Enjoy!": the experience program of BAC that gives access to specific Benefits, available on <https://enjoy.brusselsairport.be>.

"Enjoy! Bundle": a pre-paid bundle with a validity of one year that allows a customer, after registering via Enjoy!, to benefit from several Comfort Services and/or other Advantages.

"Enjoy! QR Code": a personalized and unique QR code linked to your Enjoy! Account and is strictly personal and where your Gold Bundle will be added to your credit for lounge and Fast Lane.

"Fast Lane Pass": a digital code giving access to a separate queue at the security control at the Airport which under normal circumstances gives passengers faster access to the security control when at the Airport.

"Heart" means the unit in the shape of a heart that is obtained by the Customer through Enjoy! when performing specific actions or during specific events and which can be used to obtain the Comfort Services or Benefits.

"Customer" or "you": a person who has registered for Enjoy!.

"Customer Service" means BAC's customer service, the contact details of which are set out in Article 10.

"Lounge Pass" means a digital code giving access to the Diamond lounges in gates A (Schengen) and gates B (non-Schengen) at the Airport.

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

"Online Shop" means the online trading platform provided by BAC for the sale of goods and services, including Enjoy! Bundles, available at <https://shop.brusselsairport.be/>.

"Online Shop Terms of Use": the terms of use of the Online Shop

"Order" means an order for an Enjoy! Bundle submitted by the Customer to BAC via the Online Shop and accepted by BAC by means of an order confirmation.

"Benefit" means the benefits, including access to exclusive events, promotions, offers or discounts on selected products and services, as presented on the Enjoy! Dashboard, and which the Customer can obtain by redeeming Hearts or by using his/her Enjoy! Bundle. These may be offered by BAC or by partners.

"Terms and Conditions" means the present general terms and conditions governing the sale and use of Enjoy! Bundles.

"Enjoy! Privacy Statement": the privacy statement on the processing of personal data in the context of Enjoy!

ENJOY! PROGRAM

Description of Enjoy!

If you have registered for Enjoy!, you may collect a certain number of Hearts in the context of specific events, promotions or advertisements (such as the purchase of products through the Online Shop). By using and redeeming the collected Hearts, you may be entitled to certain Comfort Services or Benefits and may exclusively participate in certain contests, depending on your membership category (described in article 3).

Such events, promotions, advertisements, Comfort Services and Benefits are subject to specific terms and conditions, membership categories, have a limited duration and are subject to change or withdrawal. The applicable terms and conditions and the balance to Hearts are always listed on the Enjoy! dashboard at all times. You are thus invited to consult the dashboard regularly.

Registration

You can register for Enjoy! if you are a natural person of at least 18 years of age. This can be done directly through the Enjoy! website or by registering on one of the digital channels (websites or applications) of BAC.

During registration you will create a username and password for login purposes ("identification data"). You should choose a sufficiently original password that is not obviously linked to your name or personal characteristics. You must ensure that the identification data is correct, remains secret and that unauthorized persons cannot place orders using your devices and/or identification data. Any order or action that takes place through your Enjoy! account is considered to be placed by yourself. In case you suspect that your identification data are no longer safe, you should immediately report this to Customer Service. If BAC suspects that your account is misused or insecure, BAC may require you to change your password or take other appropriate measures.

You can revoke your registration for Enjoy! at any time and free of charge by deleting your account via the "manage permissions" button in your Enjoy! account. In that case you will lose your entire history (including already collected Hearts) and will no longer be able to sign in to your Enjoy! account. This action cannot be undone.

Membership categories

The joy! program contains 3 categories of membership you can reach or acquire: Red, Silver and Gold.

You will always be granted access to the personalized tools on the Enjoy! dashboard and to specific Benefits depending on the category you are in. This list is not exhaustive, and the conditions may be changed at any time.

Red

You are put in the Red category as soon as you have registered for Enjoy! In this category you'll receive 1 Heart per purchase of 2 euros at the Online Shop.

Silver

You'll be in the Silver category as soon as you've collected at least 200 Hearts. In this category you receive 1 Heart per 1 euro purchase from the Online Shop.

The Silver category remains valid for 1 year after you have collected the required number of Hearts, regardless of whether you maintain the required number of Hearts during this period. At the end of this

1-year period, you will be evaluated on whether you have collected the required number of Hearts and you will either become Silver or return to the Red category.

Gold

The Gold category is not automatically obtained, but can be purchased as an Enjoy! Bundle at the Online Shop. In this category you receive 1 Heart per EUR purchase on the Online Shop and you are entitled to a certain package of Comfort Services.

The Gold category remains valid for 1 year after acquisition. At the end of this 1-year period, the unused Lounge Passes and Fast Lane Passes in your Enjoy! Bundle become null and void and you will revert to the Red or Silver category (depending on your Hearts count) unless you purchase a new Enjoy! Gold Bundle.

For more information on the terms and conditions and content of Enjoy! Bundles, please refer to section V. below.

Hearts and Benefits

You acknowledge that there is no economic relationship between any particular number of Hearts and the value of the Comfort Service or Benefit to which you are entitled, or the value of any transaction or event that results in you acquiring the Hearts. You do not acquire any right resulting from any inconsistency or discrepancy between these values and the number of Hearts.

Hearts can only be used as a means to redeem Comfort Services or Benefits according to the applicable terms and conditions, but do not constitute a means of payment for any other transaction between yourself and BAC. Hearts, Comfort Services or Benefits cannot be exchanged for cash or other products with BAC or with a third party.

Hearts, Comfort Services and Benefits are not transferable (even in case of termination of Enjoy! by BAC or the Customer for any reason whatsoever) and are for personal use only.

You can redeem Comfort Services and Benefits through your collected Hearts during a validity period of 1 year. You can always check the expiration date of the Hearts that will expire in the next 3 months on the Enjoy! Dashboard. After this validity period or in case of termination of your registration, the unused Hearts will be cancelled and you will no longer be able to use them.

ENJOY! BUNDLES

Product description

Only if you have registered for Enjoy!, you can purchase an Enjoy! Bundle through the BAC Online Shop.

The online purchase of an Enjoy! Bundle implies the right to use the Comfort Services (and possible other Benefits) included in the selected Enjoy! Bundle chosen by you.

After having purchased an Enjoy! Bundle you will have immediate access to one single Enjoy! QR code which will be linked to your Enjoy! account and is strictly personal. This QR code will be sent to you in the confirmation e-mail and is also available on the Enjoy! dashboard. By using the Enjoy! QR code you can redeem your personal Comfort Services (and possible other Benefits).

An Enjoy! Bundle can be purchased by consumers as well as natural or legal persons for professional use.

In case you have redeemed a particular Comfort Service or Benefit through your Enjoy! QR Code, this 'credit' will be automatically deducted from your Enjoy! Bundle.

Validity

An Enjoy! Bundle has a maximum validity of 1 year from the date of purchase.

During this period you may use the Comfort Services (and possible other Benefits) included in your Enjoy! Bundle, under the specific conditions linked to it and as described in article 8).

In case of no or only partial use of the Enjoy! Bundle during this period, the price will not be refunded (not even partially).

Purchase process

The offer of an Enjoy! Bundle on the Online Shop is a non-binding offer by BAC. BAC is not bound by any obvious material mistake that may occur, such as an unrealistic price or an error in the description.

Before you can order an Enjoy! Bundle you have to register in Enjoy! and provide the requested data. After confirmation of your registration, you will be able to go through the purchase procedure and order the requested number of Enjoy! Bundles in your virtual shopping cart.

The Enjoy! Bundles are nominative.

By clicking on the 'confirm and pay' button and proceeding to payment, you will confirm your final order.

The purchase is finalized after you receive a confirmation mail from BAC containing the relevant Enjoy! Bundle in the form of an Enjoy! QR code. You can save this Enjoy! QR code into a digital wallet and it will also be available on your Enjoy! dashboard. This Enjoy! QR code can then be used for redeeming Comfort Services and possible other Benefits included in the selected Enjoy! Bundle chosen by you.

Conditions for Comfort Services within Enjoy! Bundles

In case your Enjoy! Bundle entitles you to Lounge Passes, the following specific conditions apply:

During 1 year starting from the date of purchase of the Enjoy! Bundle, you will have access to the Diamond Lounges upon departure from the Airport using the infrastructure offered as standard during such visit. The number of accesses depends on the Enjoy! Bundle.

In case you do not (fully) use the Lounge Passes included in your Enjoy! Bundle within its validity period, they will become null and void and the price will not be refunded.

You will be granted access to the Diamond Lounges by scanning your personal QR code linked to your Enjoy! Bundle. Every time you have redeemed a Lounge Pass via your Enjoy! QR code, this credit will automatically be deducted from your Enjoy! Bundle.

The services offered in the Diamond Lounges, the rules for their use and an indication of the location of the Diamond Lounges can be consulted on www.brusselsairport.be.

Due to limited space available and applicable public health and safety regulations, BAC reserves the right to restrict access to the Diamond Lounges so as not to compromise guest safety. Lounge guests may be denied entry in such an event, lounge access will remain valid for a subsequent visit.

You must adhere to the rules of conduct in effect in the Diamond Lounges at all times. If you do not, you may be denied access and BAC reserves the right to refuse subsequent orders and/or terminate your account, without entitlement to any refund.

Access to the Diamond Lounges is free for children up to 12 years of age provided they are accompanied by at least one paying adult passenger.

When your Enjoy! Bundle is entitled to Fast Lane Passes, the following specific conditions apply:

During 1 year starting from the date of purchase of the Enjoy! Bundle, you can use the separate Fast Lane at the security checkpoint at the airport. The number of entrances depends on the selected Enjoy! Bundle you have chosen.

In case you do not (fully) use the Fast Lane Passes included in your Enjoy! Bundle within its validity period, they will become null and void and the price will not be refunded.

You gain access to the Fast Lane by having your personal Enjoy! QR code linked to your Enjoy! Bundle. Every time you have redeemed a Fast Lane Pass via your Enjoy! QR code, this 'credit' will automatically be deducted from your Enjoy! Bundle.

In order to ensure a smooth passenger flow, only a limited number of Fast Lane Passes are available for each date and time period. If this smooth flow can no longer be guaranteed you may be denied access to the Fast Lane. In this case you can use your Fast Lane Pass at another time.

The fact that a passenger can use the Fast Lane under normal circumstances in order to pass more quickly through the security control at the Airport does not concern an obligation of result for BAC, but an obligation of means. Accordingly, you accept that no guarantee is given as to how long the security check will take, as the applicable check process must be carried out. You should schedule sufficient time to complete the security audit. BAC assumes no liability if you miss a flight due to the applicable security screening process.

You must at all times comply with the rules of conduct in effect in the screening area at the Airport. If you do not, you may be denied access and BAC reserves the right to refuse subsequent orders and/or terminate your account, without entitlement to any refund.

Access to the Fast Lane is free for children up to 2 years old provided they are accompanied by at least one paying passenger and as long as you can carry the children yourself. From 2 years onwards a separate Fast Lane Pass must be booked.

When your Enjoy! Bundle is entitled to bTags, the following specific conditions apply:

The bTags will be shipped to the address you provided within a maximum of 4 calendar days after purchase of the Enjoy! Bundle. The number of bTags depends on the Enjoy! Bundle you have chosen. You can then activate and use the bTags unlimitedly. The functioning of the bTag is guaranteed during a period of 2 years after purchase.

In order to use a bTag after purchase, you must activate it by linking it to your personal account through the bTag web application: <https://btag-app.brusselsairport.be/app>. By activating the bTag and attaching it to your luggage, you will be notified upon arrival at the Airport via the bTag App or via another channel of your choice (such as text message or email) of where and when your luggage will be available, allowing you to optimize your time at the Airport after landing.

In exceptional cases, there may be insufficient bTags in stock at the time of preparing an Order for delivery. If the bTags you ordered cannot be delivered due to stock shortages, you will be proactively informed and you will be refunded the missing bTags, in case of a bundle formula you will be offered a compensation arrangement.

For 2 years from delivery, you will receive a warranty against non-conformity of the bTags. This warranty only covers conformity defects existing at the time of delivery.

As soon as you discover a defect in the conformity of your bTag, you must notify Customer Service as soon as possible and at the latest within 2 months after the discovery of the defect. You are responsible for packaging the bTags in such a way that they are not damaged during transport. BAC is not liable for any damage incurred during transportation and such transportation will be performed at your risk.

If a bTag is found to be actually defective, BAC will arrange for its repair or replacement free of charge within a reasonable time after your notification. If repair or replacement is impossible or involves disproportionate costs for BAC, you are entitled to a price reduction or rescission of the contract of sale.

If, on the other hand, a bTag proves not to be defective (e.g. because there is only normal wear and tear), it will be returned to you at your expense,

You expressly acknowledge and accept that bTag and its service is offered by BAC solely for the purpose of transparency. Use of the bTag is in no way a guarantee or insurance by BAC against damage or loss of your baggage.

You must attach the bTag to your baggage. When you stick the bTag in your luggage, the proper functioning cannot be guaranteed.

Price and payment

The sales price for an Enjoy! Bundle is the one indicated on the Online Shop at the moment you validate your Order and it will be taken back in the Order Confirmation.

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

The price indicated is valid only during the period it is held. BAC is entitled to change the price of Enjoy! Bundles at any time, which however does not affect purchases already made. Promotions or discounts are valid only during the indicated period and under the conditions set.

The possible means of payment are displayed during the purchase process. The payment of your order is processed by an external payment service provider and is subject to the general terms and conditions of that payment service provider.

Obligations of the Customer

By placing an Order, you warrant that you are at least 18 years of age.

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

It is your responsibility to use the personal Enjoy! QR code linked to your Enjoy! Bundle safely and securely. You may consult it via the Enjoy! dashboard at all times.

You are not allowed to purchase Enjoy! Bundles with the intention to resell them or pass them on to a third party. The Enjoy! Bundles are meant for sale in normal quantities and will be sold for private purposes only. If BAC suspects that a fraudulent order has been placed, BAC reserves the right to refuse or revoke the order. Any costs of investigating fraudulent practices may be recovered from you if these indications are confirmed.

You must comply with the specific terms and conditions that apply to the use of certain Comfort Services and Benefits in your Enjoy! Bundle, as described in Article 8, among others. In case of non-compliance with the terms and conditions and as a result you have not been able to make the intended use of such Comfort Services and Benefits, you will not be entitled to a refund. In such circumstances, BAC reserves the right to refuse subsequent orders and/or terminate your account.

In case a technical problem occurs during shipping of (parts of) an Enjoy! Bundle suffers a technical problem or if your Enjoy! QR code does not work, please contact Customer Service as soon as possible.

Without prior written consent of BAC, it is strictly forbidden to copy, edit, access the online service, webpages, apps, software codes, access codes and QR codes or any other content or form elements within the scope of this service through digital tools or automated tools such as hacking, crawling,

scraping or use of robots. It is also forbidden to connect these elements with software applications or hyperlinks or to use them in any other way than for ordering or using Enjoy! Bundles. The mentioned elements are protected by intellectual property rights of BAC or its licensors.

Right of withdrawal

Exercise of the right of withdrawal

If you qualify as a consumer, you have the right to revoke the purchase of an Enjoy! Bundle without giving any reason and without any additional charge during a period of 14 days starting from the day after the conclusion of the agreement. In case your Enjoy! Bundle contains bTags, this period will be 14 days starting from the day after receipt of your Order.

During this revocation period you should treat received bTags and their packaging with care. The basic principle is that you may only handle and inspect the products as you would in a store. If you make any further use of the bTags (e.g. by linking them to your account or effectively attaching them to your luggage), their depreciation will be charged in accordance with clause 11.2.

You agree that the provision of services may begin before the end of the withdrawal period and that in the event that the service was fully performed during the withdrawal period, you will not have the right to abandon your purchase. In the event of withdrawal of a service before its full performance, you shall pay an amount in proportion to the part of the service already provided. For the calculation of this amount, we use the prices as shown on the Comfort Services websites:

buymyloungepass.brusselsairport.be, fastlane.brusselsairport.be and btag.brusselsairport.be.

If you wish to exercise the right of withdrawal, please contact Customer Services and state unequivocally that you wish to withdraw from the contract. You can use the model withdrawal form included in article 11.3 for this purpose, but you are not obliged to do so.

Consequences of revocation

If you revoke the agreement, BAC will send an acknowledgement of receipt of this notification without delay.

When your Enjoy! Bundle contains bTags, you shall return them to the condition in which you received them, without undue delay and in any case no later than 14 days after the day of notification of revocation. You will do so at your own expense and by the means of shipping of your choice. You are responsible for packaging the bTags in such a way that they are not damaged during transport. BAC will not be liable for any damage incurred during transportation and such transportation will be performed at your risk.

BAC will then, without delay and no later than 14 days from the day of notification of the withdrawal, refund the payments received from you, less the amount for Comfort Services already used, if

applicable. BAC may additionally withhold reimbursement until it has recovered the bTags in the condition in which you received them.

BAC will carry out this refund using the same means of payment you used for the initial transaction.

Model withdrawal form

If you wish to withdraw from the contract, you may complete and return this form:

To: Brussels Airport Company NV, BluePoint Brussels, Boulevard Auguste Reyers 80, 1030 Brussels, e-mail: customer.care@brusselsairport.be

I/We (*) hereby inform you that I/We (*) withdraw/rescind (*) our agreement concerning 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 where not applicable

LIABILITY

BAC cannot guarantee that the service concerning Enjoy! and Enjoy! Bundles (including the Online Shop and the Enjoy! dashboard) will always be available. BAC reserves the right to refuse access to the service temporarily or permanently, amongst others for security reasons. BAC is not obliged to justify such refusal.

You are liable for any damage caused by or resulting from the improper use of Enjoy! (including your account) and/or Enjoy! Bundles caused by you.

With the exception of proven intentional or gross negligence and as far as allowed by applicable law, BAC cannot be held liable for any damage suffered by you resulting from or related to the purchase or the use of Enjoy! and Enjoy! Bundles. Neither is BAC liable for indirect and consequential damage, such as loss of turnover and profit, nor for the functioning of products or services of third parties.

BAC can in no way be held liable for Benefits organized or offered by a partner, as for instance in case a benefit is not available (in time) or a benefit does not match with the description as advertised by the partner and as communicated by BAC on the Enjoy! dashboard.

Notwithstanding the foregoing, BAC's total liability shall in all circumstances be limited to 100 EUR per damaging event, it being understood that BAC's total liability towards the Customer shall be limited to 10,000 EUR.

MAJOR FORCE

BAC shall not be liable if it is unable to perform the agreement due to an event that could not be foreseen and that is not the result of a fault or the will of BAC ("force majeure").

Examples of force majeure include war, riots, terrorism, pandemic, strikes or social conflicts, coercive governmental measures, and immediate termination by a supplier of the cooperation between BAC and such supplier, without such termination being due to a material failure of BAC.

In case of force majeure, BAC will ensure that it fulfills its obligations as well and as soon as possible. This agreement will be terminated automatically, without liability and with immediate effect if the case of force majeure permanently hinders the performance of the agreement.

Cancellations or delays of flights, or loss, theft or damage of luggage do not lead to a (partial) refund of an Enjoy! Bundle.

CUSTOMER SERVICE

In case of questions, complaints, technical problems or revocation requests, please contact the BAC Customer Service Desk.

By email: customer.care@brusselsairport.be

By post:

Brussels Airport Company NV

Customer Care

Brussels Airport National 1M

Compass Building

1930 Zaventem

Belgium

Via the contact form on the website: <https://www.brusselsairport.be/nl/passengers/contact>.

PRIVACY

In case you register for Enjoy! and/or purchase an Enjoy! Bundle, BAC may process certain personal data. BAC will only process these personal data in accordance with the applicable laws on processing personal data, with in particular the General Data Protection Regulation (AVG or GDPR).

If you wish 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 respect, please refer to our XXX Privacy Statement.

FINAL PROVISIONS

BAC reserves the right to modify these Terms and Conditions and the content of the service at any time. You will be proactively notified of any material changes. The new Terms apply to Orders placed after the modifications and to the use of Enjoy! and/or Enjoy! Bundles after you have been informed about the modified Terms. We therefore advise you to save or print a copy of the Terms prior to placing any Order. These Terms were last modified on the date mentioned in the header.

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

The failure by BAC to enforce its rights under these Terms and Conditions shall not be deemed a waiver of such right and shall in no way extend or modify your rights.

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