

Brussels Airport Company

Enjoy Terms of Service

(Last modified 20.03.2020)

1. Introduction

These general terms and conditions of service (the "**Enjoy Terms of Service**") are legally binding and are applicable to the "Enjoy" Program organised by BAC, as further described hereafter, upon registration by the Member to the "Enjoy" Program. By entering into the "Enjoy" Program, the Member hereby acknowledges the content of and unconditionally consents to these Enjoy Terms of Service.

These Enjoy Terms of Service describe (i) the "Enjoy" Program offered by BAC, (ii) the manner in which a user can become a Member and (iii) how to obtain and redeem Hearts, membership levels and Advantages. These Enjoy Terms of Service are available at any time on the following website: <https://enjoy.brusselsairport.be>.

2. Definitions

For the purposes of these Enjoy Terms of Service, unless the context otherwise requires, the following terms shall have the following meaning:

" Advantage "	The advantages, consisting of, among others, access to various exclusive events, benefits or price reductions on selected Marketplace products and services, as presented on the Member Dashboard and that can be obtained by the Member by redeeming Hearts obtained throughout the Program. An Advantage can either be offered by a Partner or by BAC.
" Airport "	Brussels Airport (IATA airport code: BRU).
" BAC "	Brussels Airport Company NV/SA, having its registered office at BluePoint Brussels, Auguste Reyerslaan, 80, 1030 Brussels, RPR Brussels and registered with Crossroads Bank of Enterprises under number 0890.082.292 and having as principal business unit Brussels National Airport, 1930 Zaventem.
" Dashboard "	The online dashboard to which the Member has access when accessing and logging onto his account on the Enjoy portal using the following hyperlink: https://enjoy.brusselsairport.be .
" Enjoy Terms of Service "	The present terms of service applicable to the Program.
" Heart "	The unit in the shape of a heart obtained by the Member throughout the Program when performing specific actions or during specific events as further described under clause 5.1, that can be used to obtain the Advantages described under clauses 5.4 until 5.7.
" Marketplace "	The online trading platform used by BAC for the sale of goods and services. The Marketplace can be consulted through the following hyperlink: https://shop.brusselsairport.be .

"Member"	Any visitor to the digital channels of Brussels Airport who created an account and enrolled in the Program.
"Partner"	Third party individuals or companies partnering with BAC and offering or organising some of the Advantages that can be obtained by the Member on the Dashboard. The Member is invited to gather all necessary information in relation to the Advantages offered by a Partner, including but not limited to applicable terms and conditions of the Partner to the specific event or offer.
"Program"	The "Enjoy" program described in these Enjoy Terms of Service, to which the Members enrol on a voluntary basis in order to enjoy Advantages as presented on the Dashboard.

3. Coexistence with other terms and conditions and order of precedence

3.1 The Member acknowledges that these Enjoy Terms of Service must be read together with and without prejudice to the provisions of the following documents from BAC, as amended from time to time and available on BAC's website at the following addresses:

- (a) Enjoy Gold Terms of Sale, available at: <https://shop.brusselsairport.be/en/terms-of-sale>;
- (b) Marketplace Terms of Use, available at: <https://shop.brusselsairport.be/en/terms-and-conditions>;
- (c) Marketplace Privacy Policy, available at: <https://shop.brusselsairport.be/en/privacy-policy>.

3.2 The Member acknowledges that these documents can be applicable within the Program for these rights and obligations that are not expressly described in these Enjoy Terms of Service. In case of inconsistencies between the text of these Enjoy Terms of Service and the abovementioned documents, these Enjoy Terms of Service will prevail.

4. Eligibility and registration

4.1 Provided that the user meets the conditions set forth above, any natural person, is eligible to participate in the Program free of charge. Users can become a Member provided that a user:

- is of 18 years of age or older at the time of registration to the Program;
- has not previously used a membership with BAC, the Marketplace or any other online service offered by BAC in an abusive manner or didn't have a previous membership under this Program terminated according to clause 13.

4.2 A user can enrol in and register for the "Enjoy" Program via the following means:

- (a) directly via <https://enjoy.brusselsairport.be>;
- (b) when registering on one of the digital channels (websites or applications) of Brussels Airport.

4.3 In order to complete the membership registration and as to become a Member, the user will be required to provide the following information:

- (a) name and surname;
- (b) e-mail address.

Such personal data will be processed by BAC for the purposes and in the manner set forth in the Enjoy Privacy Policy which is available at the following hyperlink:

<https://enjoy.brusselsairport.be/en/privacy-policy>.

5. Description of the Program

- 5.1 Within the framework of specific events, promotions or advertisements, as mentioned on the Dashboard from time to time, and, if applicable, depending on his/her membership category (which is further described under clause 8), the Member will be awarded a specific amount of Hearts that he/she will be able to redeem to obtain the specific Advantages advertised on the Dashboard at the time where the Hearts are being redeemed.
- 5.2 The Member will have the possibility to check his/her current Heart balance on the Dashboard at all times.
- 5.3 The Member acknowledges that the events, promotions or advertisements as mentioned under clause 5.1 have a limited duration, and can be amended, completed, deleted or withdrawn from time to time by BAC. The Member is invited to consult the Dashboard regularly in order to be informed on the current events, promotions or advertisements at the time of his/her consultation. These events, promotions or advertisements will inform the Members and any users of the Dashboard or the Marketplace of the amount of Hearts the Member can obtain, at the conditions and for the duration as further specified in the communication of these events, promotions or advertisements.
- 5.4 The Member can redeem the Hearts on the Dashboard in order to obtain Advantages. The Member is made aware that the Advantages are offered for a limited amount of time and can be modified from time to time. The Member is invited to consult the Dashboard regularly in order to be informed of the current Advantages that he/she can obtain when redeeming Hearts.
- 5.5 The Member acknowledges that some Advantages can themselves be subject to specific terms and conditions differing from these Enjoy Terms of Service. BAC recommends Members to read all necessary information, including the Advantage's specific terms and conditions, if applicable, in order to be informed on the nature and scope of the Advantage and the amount of Hearts to be used to acquire it.
- 5.6 The Member may have access to different sorts and categories of Advantages depending on his/her membership category (as further described under clause 8) and acknowledges that he/she will not have access or will not be able to obtain some of these Advantages, as further advertised on the Dashboard, until he/she reached or acquired said membership level.
- 5.7 The Member acknowledges that there is no economic correlation between a specific amount of Hearts and the value of the Advantage the Member has the right to obtain, or the value of a transaction or event, leading to the Member obtaining the Hearts. BAC cannot be held liable in any way, and the Member does not acquire any right arising out of any inconsistency or discrepancy between (i) the actual value of the Advantage and the amount of the Hearts used to obtain this Advantage and/or (ii) the actual value of the transaction or event leading to the Member obtaining the Hearts and the amount of Hearts that he/she obtained.

6. Excluded uses of the Hearts

- 6.1 The Hearts can and will only be used as a means to redeem the Advantages according to the processes and under the conditions set out under these Enjoy Terms of Service. The Hearts cannot be used as a means of payment for any other transaction between BAC and the Member.
- 6.2 The Hearts cannot be exchanged for money or other goods with BAC or with a third party.

7. Validity of the Hearts

- 7.1 The Hearts will be added on the Member's account as soon as one of the circumstances under clause 5.1 is completed. The Hearts will remain valid for a duration of 1 year, unless:
 - (a) the Hearts have been redeemed earlier according to clause 5.4;

(b) the participation of the Member to the Program is terminated for any reason whatsoever.

7.2 Following this validity period or if the membership is terminated, the Hearts that are not used will be cancelled. The Member will not be able to use the Hearts and the Hearts will be removed from the Member's Dashboard.

7.3 The Member will have the possibility to check on his/her Dashboard the date of expiry of Hearts that will expire in the next 3 months.

7.4 BAC will have the right to amend the duration of validity of the Hearts, by amending these Enjoy Terms of Service according to clause 16. However, the Hearts already acquired by the Member prior to BAC amending their duration of validity will maintain their validity period of 1 year under the conditions set out under this clause 7.

8. Categories of Members and Eligibility

8.1 The Member receives a specific membership number and has access to a personal online account using the Dashboard, on which the Member's Hearts will be collected. The Program contains three types of membership that the Member can reach or acquire, giving him/her different sorts of Advantages as described hereunder.

8.2 The different available memberships, their eligibility conditions and features are the following:

	Membership	Eligibility	Features
(a)	Enjoy Red	Upon enrolment by the Member to the Program	<ul style="list-style-type: none"> - Access to the personalised tools on the Dashboard, and to specific Advantages - Buying on the Marketplace : 1 Heart per €2.00 of product or service purchase on the Marketplace - Possibility to redeem Hearts on the Marketplace
(b)	Enjoy Silver	The Member has collected at least 200 Hearts (see clause 8.3).	<ul style="list-style-type: none"> - Access to the personalised tools on the Dashboard, and to specific Advantages - Buying on the Marketplace: 2 Hearts per €2.00 of product or service purchase on the Marketplace - Possibility to redeem Hearts on the Marketplace
(c)	Enjoy Gold	Payable : Can be purchased for €295. (see clause 8.4)	<ul style="list-style-type: none"> - Access to the personalised tools on the Dashboard, and to specific Advantages - Buying on the Marketplace: 2 Hearts per €2.00 of product or service purchase on the Marketplace - 10 Lounge accesses, 10 Fast Lane accesses, 2 bTags. Lounge and Fast Lane accesses to be redeemed within 1 year after purchasing Enjoy Gold

			- Possibility to redeem Hearts on the Marketplace
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The list of features provided in this table is not limitative and BAC will have the right to advertise additional available Advantages to the Member from time to time, for each category of membership.

- 8.3 Members reaching the Enjoy Silver tier will remain Enjoy Silver Member for a duration of 1 year following the event giving rise to the status upgrade, regardless of the Member maintaining the required amount of Hearts during this period. At the end of this 1 year period,
- (a) if the Enjoy Silver Member has a total of Hearts equal to or higher than 200 Hearts, he/she will be entitled to maintain his/her Enjoy Silver tier for another year. At the end of this other Year and for any other passing year, the same rule under this clause 8.3 will apply in order to determine if the Enjoy Silver Member can remain Enjoy Silver or must revert back to Enjoy Red;
 - (b) if the Enjoy Silver Member has a total amount of Hearts lesser than 200, he/she will immediately become an Enjoy Red Member for the duration of the Program, unless he/she collects a total of Hearts equal or higher to 200 Hearts, in which case the Member will revert back to being an Enjoy Silver Member for a duration of 1 year and the rule set out under this clause 8.3 will apply.
- 8.4 Members acquiring the Enjoy Gold tier will remain Enjoy Gold Members for a duration of 1 year following the acquisition of the Enjoy Gold tier by the Member. At the end of the 1 year period, the Member will revert back to an Enjoy Red or Enjoy Silver tier according to the rules set out under this clause 8, unless the Member chooses to acquire Enjoy Gold for another year. The Enjoy Gold membership is not automatically renewable and requires the Member to enrol and pay for the Enjoy Gold membership again every year.
- 8.5 BAC will have the right to amend the membership categories set out above, the conditions of access for each of these categories, or to create or delete membership categories by amending the Enjoy Terms of Service under the conditions set out under clause 16. If, by effect of amendment to these Enjoy Terms of Service, a membership category is deleted, the Member will automatically revert to the category right under the deleted category. For the avoidance of doubt, if the Enjoy Gold membership is deleted, the Enjoy Gold Member will revert back to being an Enjoy Silver Member, and if the Enjoy Silver membership is deleted, the Enjoy Silver Member will revert back to a being an Enjoy Red Member, and the conditions set out under clause 8 will remain applicable. In the event the Enjoy Gold membership is deleted, the Member will continue to benefit and will have the right to use the specific features accompanying the Enjoy Gold membership (as specified under clause 8.2) for the remainder of the duration of the Enjoy Gold membership.

9. No transfer

- 9.1 The Enjoy membership, Hearts and other Advantages, are personal and cannot be transferred to a third party, even in case of termination of the Program for any reason whatsoever. The Member acknowledges that she/he will not resell the Enjoy membership, Hearts and/or Advantages, in any manner whatsoever.
- 9.2 The Member is solely liable for any use of her/his account or Dashboard by a third party, be it voluntarily or involuntarily, and shall indemnify and hold BAC harmless in case of a claim, complaint, request, for damages or any other reason, from a third party against BAC following (i) an unauthorised use of the Member's participation to the Program by a third party, or (ii) a resale of her/his Enjoy membership, Hearts and/or Advantages.

10. Limited Right of Withdrawal

- 10.1 After using the Hearts to obtain or acquire one or more Advantages, the Member will, subject to the conditions set forth in clause 10.3 below, have the right to withdraw from the transaction within a term of 14 days from the date on which the Member has redeemed his/her Hearts to obtain or acquire the said Advantage(s). This right can be exercised in accordance with the procedure set forth in clause 10.3 below.

After the Member has exercised his/her right of withdrawal, he/she will immediately be reimbursed the amount of Hearts used for the withdrawn transaction on his/her account, and at the latest within 14 days from the notification of withdrawal by the Member to BAC.

- 10.2 After acquiring Enjoy Gold using one of the authorised means of payment and provided that the Member has not used any Comfort Services being part of this Enjoy Gold membership, the Member will have the right to withdraw from his/her Enjoy Gold membership within a term of 14 days from the date of acquisition of the Enjoy Gold membership, and to revert back to either Enjoy Red or Enjoy Silver according to the conditions set out under clause 8.

After the Member has exercised his/her right of withdrawal, he/she will immediately be reimbursed of the amount paid to acquire the Enjoy Gold membership, using the same means of payment used by the Member, and at the latest within 14 days from the notification of withdrawal by the Member to BAC.

- 10.3 The Member agrees that he/she can no longer exercise his/her right of withdrawal as set forth in this clause 10 if (i) the Member concerned fails to exercise this right within the 14 days' time period, as specified in clauses 10.1 and 10.2 or (ii) the Member has already used any of the Comfort Services in relation to the acquisitions set forth in Articles clauses 10.1 and 10.2.
- 10.4 To the extent entitled thereto, a Member can exercise this right using the contact form available on the BAC website at the following hyperlink: <https://shop.brusselsairport.be/en/contact-us>.

11. Changes in membership information

In case of any change in the enrolment information communicated by the Member according to clause 4.3, the Member will immediately adapt this information using the account pages on the Dashboard in order for BAC to maintain accurate information at all times and allowing the Member to correctly use any feature of the Program.

12. Liability of BAC

- 12.1 To the extent permitted by law, BAC will not be held responsible for any direct or indirect damages suffered by the Member through his/her use of the Program, including but not limited to cases of interruption of the Dashboard or Internet access to the features of the Program, for any duration, technical issues with redeeming the Hearts (such as viruses, glitches, malicious software, bugs, or any errors whatsoever), damage to the Member's own device using the Program, incorrect, unintended or absence of use of the Hearts to acquire an Advantage during their period of validity. Indirect damages include but are not limited to loss of profits, loss of revenue, consequential or special damages.
- 12.2 BAC cannot be held liable in any way whatsoever for Advantages organised or offered by a Partner, including but not limited to the Advantage not being available, delayed or cancelled, not reflecting the description advertised by the Partner and communicated by BAC on the Dashboard, or the information provided by the Partner being in general incorrect, incomplete or inaccurate as to the scope and nature of the Advantages.
- 12.3 If notwithstanding clauses 12.1 and 12.2, BAC were held liable, for any reason whatsoever, BAC's total liability per event giving rise to damages is limited to €100 per event of liability, provided however that BAC's total and aggregate liability towards the Member under these Enjoy Terms of Service is limited to €10.000.

13. Duration of the Program

BAC will have the right to terminate part or the entire Program at any time and without justification. In this case, BAC will notify the Member in writing 3 months before the effective termination that he/she has the possibility to redeem his/her Hearts during the remaining duration of the Program.

14. Termination of the Program for breach by the Member

- 14.1 BAC shall have the right to terminate the participation of the Member to the Program at any time, without prior notice and without prior judicial intervention, in the following circumstances:
- (a) abusive use of the Program and/or of the Advantages. An abusive use is a use of the Program and the Advantages that wouldn't be expected from an average Member placed in the same circumstances (e.g. illicit collection of Hearts);
 - (b) breach of any clause of these Enjoy Terms of Service;
 - (c) the use of several memberships by a same Member using different accounts, nicknames or acting on behalf of a third party or another Member;
 - (d) fraud or the use of the membership for purposes inconsistent with Marketplace Terms of Use, Marketplace Privacy Policy or Enjoy Terms of Sale.
- 14.2 If BAC suspects that any of the circumstances described under clause 14.1 occurred, BAC will have the right, prior to terminating the participation of the Member to the Program, to send a default letter, e-mail, or other type of written notification to the Member asking him/her to cease or refrain from adopting behaviours leading to these circumstances by giving a remedial period of 24 hours. If this behaviour continues following this remedial period, BAC will then terminate the Member's participation to the Program with immediate effect according to clause 14.1.
- 14.3 If BAC suspects that any of the circumstances described under clause 14.1 occurred, is occurring or will occur, BAC reserves the right to request documentation or any type of evidence from the Member that the Member complies with the Enjoy Terms of Service. If the Member fails to answer BAC's requests or to provide the requested documents within a maximum term of 1 month, BAC will presume that the Member is using his/her membership in an abusive manner and will terminate the membership with immediate effect according to the same clause 14.1.

15. Termination of the membership by the Member

- 15.1 The Member shall have the right to terminate his/her participation to the Program at any time, free of charges and immediately, by notifying BAC thereof via the "delete" account on the My Privacy page (<https://enjoy.brusselsairport.be/en/my-privacy>). In this case, the Member acknowledges that he/she will lose all the Hearts that he/she collected without any refund of any kind from BAC.
- 15.2 For the avoidance of doubt, if a previous Member who terminated his/her participation to the Program wishes to enrol as a Member again at a later stage, this Member will not be entitled to and will not have the right to get back the Hearts he/she collected with his/her previous participation in any way whatsoever.

16. Amendments

BAC has the right to modify these Enjoy Terms of Service. The Member will be informed or will have the possibility to be informed of the amended Enjoy Terms of Service upon the Member's next use of the Dashboard, another feature of the Program or the Marketplace in any way and through any media and the amendments will apply immediately after the Member has been informed or has had the possibility to be informed of these amendments.

Upon their amendment, the new text of the Enjoy Terms of Service will be made immediately available on the Dashboard (in the footer). In any case, the Member retains the right to terminate his membership at any moment using the procedure set out under clause 15.

These Enjoy Terms of Service were last amended on the date mentioned in the header.

17. Entire Agreement

Notwithstanding what is stipulated in clause 3, the Enjoy Terms of Service contain all agreements between the parties with regard to the subject thereof and shall supersede all and any previous agreements between the parties with regard to the subject thereof, whether oral or written.

18. Severability

If any provision of these Enjoy Terms of Service (or any part thereof) is held to be invalid, illegal or unenforceable:

- the validity, legality and enforceability of the remaining provisions of these Enjoy Terms of Service shall not in any way be affected or impaired hereby;
- BAC will amend and/or substitute the invalid, illegal or unenforceable provision by a provision which comes as close as possible to the purpose and the intention of the invalid, illegal or unenforceable provision.

19. Force majeure

Neither party is liable if it cannot execute the Enjoy Terms of Service due to force majeure. Force majeure is an event that cannot be foreseen and that is not the result of an error or the will of any of the parties. Examples of force majeure are:

- Fire
- Strike
- Lock out
- Flood
- Unavoidable accidents
- Compulsory government measures
- Flight cancellation or delays

In the event of force majeure, the party that cannot perform the Agreement must ensure that it meets its obligations as well and as quickly as possible.

These Enjoy Terms of Service shall be automatically terminated, without liability and with immediate effect, if the force majeure event definitely impedes the execution thereof.

20. Waiver

Failure or delay in requiring strict performance of these Enjoy Terms of Service, or to enforce a provision thereof, or a previous waiver or forbearance to these Enjoy Terms of Service, shall in no way be construed as a waiver of any provision of these Enjoy Terms of Service.

21. Customer service

For any question or claim, the Member can contact the customer service of BAC at the following e-mail address: customersupport@digitalservices.brusselsairport.be.

22. Dispute resolution

These Enjoy Terms of Service are governed by Belgian law and shall be interpreted in accordance thereto. All disputes which cannot be resolved through good faith discussions, shall be submitted to the exclusive jurisdiction of the Brussels courts (Belgium), without prejudice to any applicable provisions of mandatory law relating to consumer contracts.