

# IBERIA PLUS PROGRAMME GENERAL CONDITIONS

## January 2015

PLEASE READ THESE GENERAL CONDITIONS CAREFULLY AS THEY ARE THE TERMS OF THE CONTRACT YOU MUST ACCEPT TO PARTICIPATE IN THE "IBERIA PLUS" PROGRAMME.

**VALID FROM MARCH 1<sup>ST</sup> 2015**

### **I. PARTICIPATION IN THE PROGRAMME**

- 1.** The "IBERIA PLUS" Programme (hereafter the "Programme" or "Iberia Plus") offers its members the possibility to collect "Avios" and "Elite Points" when they purchase products and/or services from the Participating Companies and exchange them afterwards for other products and/or services of these Companies. The system for collecting and exchanging Avios will be subject to the conditions established by the Programme at all times (hereinafter "Operating Conditions").
- 2.** "Participating Companies" or "Partners" are the organisations which have joined the Iberia Plus Programme through a participation agreement. These Companies make certain services available to members, use of which can generate Avios and/or Elite Points or be paid for by charging them to Avios. There are no conditions regarding how to collect/redeem points that apply to the Participating Companies. You must check the conditions that apply to each product/service offered before you perform any action of collection/redemption.
- 3.** "Customers" (Iberia Plus members) are individuals aged over 2 who, having joined the Programme via the channels Iberia has enabled to this end at all times, have read and accepted the Participation Conditions (Basic and Operating).

When you join the Iberia Plus Programme, you will be sent a PIN code which you must change the first time you use it. This PIN code is personal and non-transferrable. It is used to identify you as an Iberia Plus member to manage your account on the different enabled channels.

To guarantee the correct management of your details, Iberia Plus offers the option to access the information via [www.iberia.com](http://www.iberia.com) or the other enabled channels and you must identify yourself by using your IBERIA PLUS card number and PIN number.

Minors aged between 2 and 18 may be members so long as their parent, guardian or legal representative has correctly completed the application form to join the Programme. Minors' representatives will be responsible for the use of the minor's card and IBERIA is exempt from any responsibility relating to the management and use made of cards by minors.

In cases when minors aged between 2 and 18 come of age and do not wish to continue to be an Iberia Plus member, this must be communicated to the Programme in writing.

Un-enrolling from the Programme can be requested by the holder at any time and will have immediate effects. The Programme reserves the right to recall your card, cancel your account and hold you responsible if you make improper or fraudulent use of the Programme or do not comply with the rules and procedures contained in these General Conditions.

**4.** Your "Iberia Plus card" is personal and non-transferable. It will identify you with your data and personal account number, authorising you to participate in the Programme.

If you lose your card or it is stolen or damaged, you must report it to your Iberia Plus Service Centre, and the Programme will not be liable for any improper or fraudulent use that the card might be put to before this notification is received.

There are several levels of the Iberia Plus Card, depending on the number of flights taken with any Airline Participating in the Programme or on the Elite points earned within the period that goes from 1 April of each year to 31 March of the following year. On 31 March of each year the card level will be updated, by counting the Elite Points generated through services used until that date. In case that there is a change in Card Level, the benefits associated with the Card Level that the client has had will cease to be in force as of 1 April and the benefits associated with the new Card Level will begin as of that date.

**5.** Avios and Elite Points cannot be exchanged for cash or other goods not specified by the Programme. Avios and Elite Points cannot be added to those awarded by any other Programme in which the Participating Companies take part.

**6.** Earning Avios and Elite Points is personal for the client, that is, for products and services directly used by the card holder. The right to request for Avios and Elite Points to be recorded is subject a period that will be determined in the Operating Conditions or in the conditions established by the non-airline Partners published on iberia.com.

**7.** Due to the nature of the Programme, you must consider and accept that the information published in relation to Participating Companies, available destinations and applicable tables at any given time is illustrative only. Participating Companies are linked to the Programme by a contract of temporary duration and the tables form part of the contract. This means they can be changed at any time according to the agreement between Iberia or other managing company of the Programme and the Participating Company. Any update or variation to these conditions will always be published on iberia.com ("Operating Conditions").

**8.** You are entitled to lodge a claim when, in your opinion, the information regarding your account and/or movements issued by the Programme or provided via iberia.com is incorrect or any of the Participating Companies have unduly refused to award you Avios and/or Elite points or other benefits. In all of these cases, Iberia's liability is limited to the rectification of the error as soon as you can provide irrefutable evidence of your entitlement before the Participating Company from which the service was contracted. You should always keep a copy of documents you send to the Participating Company to uphold your claim in the event of misplacement. During telephone communications, you must prove your identity by answering personal identification questions posed by the service operator.

**9.** Iberia is only liable and will guarantee you the crediting of Avios and/or Elite Points that were not recorded at the time in accordance with the conditions applicable in each case.

Iberia will not be held liable for any claims deriving directly or indirectly from relations (contractual or otherwise) between members and Participating Companies for the use/acquisition of services/products of said Companies, and regardless of whether that relationship occurred in a transaction to obtain or redeem Avios and/or Elite points.

**10.** A monthly check will be performed of the expiry of the total Avios balance in the account of members who have not made any movement to earn or use Avios in 36 months. For these purposes, Avios transfers carried out between the programmes BA Executive Club, the Avios Programme (in the UK), the Iberia Plus Programme and any other programme which may use Avios as currency are not considered movements as they do not involve collection or redemption. Transfers between Iberia Plus members are also not considered movements. Clients, regardless of their own responsibility to follow and control their Avios account, will have information on the date their balance is due to expire will appear on their balance and movements statement when, according to the check date of the last transaction in the Iberia Plus system, there are 6 months or less prior to expiry.

If the Programme should be cancelled, you will be notified of this event and given one (1) additional month from the notification date to have Avios and Elite points recorded and three (3) to redeem the full amount of Avios in your account, and you cannot, from that time, make any claim against Iberia or any group company or managing company of the Programme for this reason. The Programme shall be cancelled without prior warning or liability of any kind, and the provisions listed above in this point will not apply, should circumstances of force majeure or legal impositions occur at any time that prevent its continuity or development.

**11.** Iberia may modify the Programme's working structure at any time. In this case, Iberia will notify its clients by email and/or through its website with a minimum of one (1) month in advance of the new working structure and the date from which it will come into effect. If the date it comes into effect is not indicated, it shall be understood that the modifications are effective one month after the email is sent and/or the information is published on the website,

whichever occurs first. If you do not wish to continue in the Programme you may redeem the whole sum of the Avios in your account within a period of three (3) months from the notification date.

**12.** The present General Conditions are completed with the "IBERIA PLUS PROGRAMME OPERATING CONDITIONS", which contain details on the process for collecting and redeeming Avios and Elite Points, with the particular conditions applicable to each type of transaction. This information is always available and kept up to date on the Internet, through the website iberia.com. The General and Operating Conditions form a whole and shall be interpreted and applied in accordance with the Laws of the Kingdom of Spain, with the Spanish version prevailing over any translation. Customers will assume the liability derived from the use of the Programme in their respective countries of residence in accordance with the applicable local legislation in each case.

For any question that may arise in relation to the interpretation and application of these General Conditions, the parties, who expressly waive any code of law that may correspond to them, submit expressly to the jurisdiction of the courts and tribunals of the city of Madrid.

## **II. DATA PROTECTION**

**13.** In accordance with the provisions of Spanish Organic Law 15/1999 on Personal Data Protection, the client is informed of and authorises the "registration and processing of their personal details" in automated files duly registered with the Data Protection General Register under the responsibility of IBERIA LÍNEAS AÉREAS DE ESPAÑA, S.A. OPERADORA Unipersonal and AGL UK (Avios Group Limited), a British company in which IBERIA has a stake and both of which belong to International Airlines Group (IAG).

Your details may be used for any activity related to the aims of the Programme and the contractual relationship it has with you, including the analysis and formation of profiles and, generally, the undertaking of promotional, marketing and analysis activities by Iberia, the Participating Companies and the Booking Systems.

**14.** By accepting the present conditions, you agree that you have been informed of and expressly consent to the fact that the details referred to in this point may be transferred by the Programme to any other affiliate corporation or company in which Iberia has a stake so that they may use them in accordance with the Programme purposes.

Whenever necessary for the Programme purposes, the client's personal details may also be transferred to Participating Companies, Booking Systems and consultancy and marketing organisations, to ensure that the client is offered the Programme services and others that the client requests at any time. The parties that transfer the information are obliged at all times to maintain the strictest confidence regarding this information.

Furthermore, you expressly agree to receive the information and communications Iberia sends on a regular basis in relation to the Programme, the offerings of Participating Companies and

any other matter related to the Programme purposes. Iberia will send the information to the customer's home address, email address, mobile phone or any communication channel indicated in the application to join the Programme. If there is any change of address or any of the contact details, the customer may modify them via iberia.com or any other means enabled by Iberia.

**15.** You are informed that supplying the information contained in the application to join the Programme is mandatory. Failure to provide information or supplying incorrect information will authorise the Programme to reject your participation. The information contained in the section of the application form, under the heading of "YOUR PREFERENCES", is optional and you will not be prevented from joining if the information is not completed or is incomplete.

To guarantee the correct management of your details, Iberia Plus offers the option of accessing your information via iberia.com or the other enabled channels and you must identify yourself by using your IBERIA PLUS card number and PIN code.

**16.** You expressly authorise Iberia, using any technical support valid for this purpose, to record in their entirety the communications and electronic instructions produced during the use of any service with Iberia, Iberia Express or Iberia Regional/Air Nostrum. In any case, you may obtain a copy of the abovementioned recordings upon request, as well as duplicate copies and transcriptions. Iberia undertakes to guarantee the complete integrity of these recordings and retain them for the legally established time.

**17.** IBERIA reserves the right to use the contact details you have supplied to the Programme to notify you of all operational communications related to the services contracted with IBERIA or with airlines with which IBERIA has any type of agreement, regardless of the purchase channel, in order to notify you of operational occurrences related to the services contracted with IBERIA or the other airlines.

**18.** You may exercise, free of charge, your rights of opposition, access, rectification and cancellation of **your details and revoke** their authorisation without retroactive effects under the terms specified in Spanish Organic Law 15/1999 on Personal Data Protection, in accordance with the legally established procedure.

These rights may be exercised by writing to the departments in charge of the computer file: for IBERIA, L.A.E., S.A.O., S.U. the address is Dirección Sistemas/U. Seguridad Informática, Zona Industrial nº 2, 28042, Madrid. Alternatively you can fax +34 91 587 55 64, addressing the fax to "Personal Data Care", or email [atencion\\_datospersonales@iberia.es](mailto:atencion_datospersonales@iberia.es). For the Avios Group Limited the address is PO Box 90, Birchwood, Warrington WA3 7XA, or email [customeraccounts@avios.com](mailto:customeraccounts@avios.com)

## IBERIA PLUS PROGRAMME OPERATING CONDITIONS

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### I. COLLECTING AVIOS AND ELITE POINTS

**1.** The Programme includes Airline and Non-Airline Partners. The Airline Partners Group includes in all cases Iberia Airlines of Spain, a Limited Liability Operator (hereinafter Iberia), Iberia Express, Iberia Regional/Air Nostrum and Airline companies belonging to the **oneworld** Alliance. Furthermore, those airlines with which Iberia has signed an Iberia Plus Programme Participation agreement are included and will be on iberia.com.

There are two types of currency you can collect: Elite Points and Avios.

Elite Points ("EP") are those obtained for flight services on Iberia, Iberia Express, Iberia Regional/Air Nostrum and on most Partner Airlines, and which allow you to maintain and access higher card levels. The determination of the number of Elite Points to register will be regulated according to the tables published for Iberia and the Partner Airlines on iberia.com. The services obtained on non-Airline Partners do not generate Elite Points.

Avios are the points generated for using flights, services and products from Iberia and any of the companies participating in the Programme and under the prevailing conditions at all times. The Avios obtained will be added to the customer's balance, which can be spent to use any of the services or products from Iberia and the Companies Participating in the Programme which allow payment with this currency. Avios obtained from non-airline Partners shall be established by each Participating Company as published on iberia.com.

**2.** You will earn Avios and Elite points every time you use the services offered by the Participating Companies under the terms and conditions available at all times. You must identify yourself as a Programme member when you book, check-in for your flight or when you visit the office or establishment of any of the Participating Companies.

**3.** The Programme's Participating Companies will inform you in each case of the type of services and/or fares that earn Avios and Elite Points. The number of Avios and Elite Points accrued in each transaction will correspond to the fare or service effectively taken out, irrespective of any services the Participating Companies may award their customers in each case, including class upgrades, rooms, etc. The number of Avios that will be recorded for flights will depend on the real distance flown in air miles per leg, fare class and card level.

**4.** Regardless of who paid for the service in the promotion, Avios and Elite Points will be awarded to the Iberia Plus cardholder whose name appears on the plane ticket or contract with any associate company. Avios and Elite Points will only be given for the product or service used directly by the customer. For example, in the case of hotel services, for the room which the previously identified and accredited customer occupies.

**5.** The automatic recording of Avios and Elite Points will only be guaranteed if your status as a Programme member was duly accredited and included at the time of booking. In the case of Airlines Partners, you must previously identify yourself as a client when booking the flight or when checking in by presenting your Iberia Plus Card.

**6.** On flights sold or operated by Iberia, Iberia Express or Iberia Regional/Air Nostrum, the Avios and Elite Points will be awarded once 24 hours have passed since finalizing the flight. For other airline or non-airline services, the awarding of Avios will occur according to the procedure established in each case by the Partner whose services have been used.

**7.** Earning Avios and Elite Points generated on flights operated by Iberia, Iberia Express and Iberia Regional/Air Nostrum, which are not automatically recorded, will be managed exclusively [www.iberia.com](http://www.iberia.com) and must be carried out within six (6) months following finalizing the flight.

To collect Avios and Elite points on flights operated by Vueling, you must supply your Iberia Plus card number when booking and purchasing the ticket, as no claims for the recording of these Avios can be lodged after the flight has taken place.

Points allocated to flights made with Vueling shall be regulated according to the Iberia Plus Programme collection table determined with this Partner.

For flight operations made with airlines other than those mentioned above, you must send through the web, by electronic or postal mail, to the Iberia Plus Service Centre a copy of the air carriage ticket or e-ticket itinerary receipt and the original boarding pass (on flights where there is no boarding pass, a copy of the ticket or original receipt).

Iberia is not liable for the loss of or damage to any document sent. In the event of misplacement, you must supply a copy of the documentation sent at the time.

**8.** Other claims for un-recorded Avios corresponding to services contracted with non-airline Partners must be addressed directly to these Companies, attaching the documentation which irrefutably accredits the rights which are being claimed, as well as a copy of the hotel invoice, in the case of transactions with hotels, a copy of the vehicle hire contract, etc.

Please consult the specific conditions of each Participating Company at [iberia.com](http://iberia.com) where applicable.

**9.** For cases of registering for the Programme, all the flights which may generate Avios and Elite Points that the Customer has taken **three (3) months** prior to the date of their application request, will be recorded in the customer's account. When referring to Avios and Elite Points generated on flights through Iberia, Iberia Express and Iberia Regional/Air Nostrum, these requests will be exclusively managed through iberia.com. For other requests, the customer must send a copy of the airline ticket or the electronic ticket receipt and itinerary and the original of the boarding pass to the Iberia Plus Services Centre.

Avios for services contracted with non-Airline partners will only be recorded if the services have been provided **one (1) month** prior to the date of the application request to join the Iberia Plus Programme and must be addressed to the corresponding Participating Company.

**10.** Services obtained charged to Avios (entirely in Avios or partially in Avios and partially in money), and in general, any operation of use will not generate Avios or Elite Points, nor will they count as flights which count toward the minimum number of flights to access each Card Level. In exchange, when the possibility to purchase tickets with a discount or an exchange of Avios is offered, these tickets will generate Avios and Elite Points and will count as flights which count toward the minimum number of flights to access each Card Level.

Under no circumstances will any Avios or Elite Points be earned for tickets with special discounts for airline employees, Travel Agents' special fares or fares derived from commercial agreements.

The Companies participating in the Programme reserve the right to exclude certain fares, products and/or services from earning Avios and Elite Points.

## II. USING AVIOS

**11.** For use purposes, Avios earned by using the services of any of the Programme's Participating Company will be identical in nature.

**12.** The Avios needed to obtain a service charged to Avios will be the same irrespective of the age of the customer or beneficiary.

**13.** Tickets issued are personal and non-transferrable.

**14.** Services charged to Avios can only be issued in the name of:

–The member

–A beneficiary: any person designated as such by the member. Beneficiaries can be listed on or removed from the Iberia Plus member's card exclusively through iberia.com at any time.

–Person accompanying the member: This is the person who, after their ticket has been booked and issued at the same time as the member's, flies with the member on all legs of the flight (round trips). Only one companion will be allowed per member per flight.

**15.** Rendered services charged to Avios can be carried out through iberia.com or through any other means enabled by Iberia, or, if appropriate, by the Participating Companies.

**16.** The member is directly responsible for paying airport taxes and any others that may accrue as a result of transactions charged to Avios. Tickets bought with Avios will also involve an operator's surcharge.

**17.** Tickets are issued on the condition that the member's account has a sufficient Avios balance (according to the Avios use table in effect at that time) and the availability of seats.

**18.** Avios can only be used in accordance with the conditions established at the time with the Companies associated with the Programme. In the case of Iberia, Iberia Express and Iberia Regional/Air Nostrum, as well as other Airline Partners, there are different fares where you can use Avios, with different conditions of use ("Blue Class", "Full Tourist Class" and "Business Class"). Avios can only be used on Iberia, Iberia Express and Iberia Regional/Air Nostrum flights with IB code

**19.** Avios can only be used on Vueling flights with Iberia Code (IB5XXX), by applying the use of Avios in effect corresponding to the "Blue Class" fare.

The booking and issuing of tickets charged to Avios on Vueling flights with an Iberia code will be immediate and all bookings will function as independent reservations even when they are connecting flights operated by Iberia. Handling costs and other taxes that may apply will be entered in the accounts independently in Vueling.

**20.** Journeys taken out and charged to Avios, on Iberia, Iberia Express or Iberia Regional/Air Nostrum in combination with a Company of the **oneworld** Alliance or other Partner Airline, or solely through one of the Companies Participating in the Programme, will be subject to the conditions established at the time with these companies.

**21.** The ticket will be valid for a maximum of one (1) year from the date of issue. Tickets charged to Avios which are stolen, misplaced or destroyed will receive the same treatment as tickets that have been paid for. Compensation for denied boarding for these tickets will be governed by the regulations in effect at all times for passengers with tickets that have been paid for.

**22.** Iberia and other Partner Airlines reserve the right to establish, at any time, a limited number of seats on the plane dedicated to tickets issued which have been charged to Avios.

**23.** On trips to be made and charged to Avios, when these include Companies that in the **oneworld** Alliance (Iberia and other **oneworld** Companies, or two or more **oneworld** Companies other than Iberia), the only condition required is that the point of departure and final destination are the same (up to 8 flight coupons may be included). If several intermediary points are required to reach the final destination, these points do not have to be the same.

Tickets that contain a leg with a **oneworld** Company and/or bilateral agreements do not allow changes or refunds. If the legs are through Iberia, Iberia Express or Iberia Regional/Air Nostrum, in principle the change of route will always be admitted as long as no flight coupon has been used (a leg of the ticket). Changes can be made by cancelling the ticket and having a new one issued. However, the Programme reserves the right to include special classes of tickets charged to Avios, which will not allow changes to legs, cancellations or other conditions which will be

specified on the table. The conditions inherent to each ticket charged to Avios will be kept updated on iberia.com.

**24.** All flight booking charged to Avios will be carried out exclusively through the iberia.com website or through any other means enabled by Iberia.

**25.** The issuance of tickets charged to Avios on flights operated by Iberia, Iberia Express or Iberia Regional/Air Nostrum or any other Partner Airline can be carried out through iberia.com or through any other means enabled by Iberia.

**26.** At Iberia Sales Offices, the ticket will only be issued to the member or person authorised by the former after the Avios balance has been checked and they have signed the corresponding receipt.

**27.** When the member, beneficiary or companion, as the case may be, arrives at the check-in counter with a ticket charged to Avios, they must identify themselves with a document that proves their identity and issued by the country of their nationality if required to do so by the check-in personnel.

Insufficient accreditation will prevent access to the flight.