

## **General terms and conditions for booking airport VIP Lounges online**

### **General Booking Terms And Conditions**

The User acknowledges that they are of legal age and with the required legal capacity to book the services offered, in accordance with the terms and conditions set out below, which they acknowledge to understand and accept. Acceptance of these General Terms and Conditions Generales is an essential and mandatory prerequisite for booking the services described herein, and which shall conform the User's conduct to the obligations arising from the conditions for subscribing, accessing and using the contracted services.

Furthermore, by completing the personal identification fields in the order process, or upon making effective use of any of the services, you acknowledge your acceptance of the conditions of use of the different VIP Lounges. These conditions of use can also be consulted in situ in each VIP Lounge, and the following points shall be observed in all cases:

- i. You must register your access to the VIP Lounge at the welcome desk. Your details are confidential, so please respect distances while waiting. If you are with a companion, he/she must also be duly identified and accredited.
- ii. While in the Lounge, in order to maintain a relaxed atmosphere, please show discretion and hold conversations in a calm, quiet tone. Please keep your electronic devices at a reasonable volume.
- iii. If you decide to leave the Lounge during your stay, you will be required to show your accreditation again when re-entering.
- iv. For hygiene reasons, it is forbidden to go barefoot in the Lounge and to put your feet on sofas and tables. It is forbidden to lie on sofas.
- v. To keep the facilities in perfect condition, please be tidy, use the Lounge in a responsible manner and report any irregularity to the Lounge staff.
- vi. If travelling with children, please control their behaviour. It is forbidden to run, jump, play ball games and shout or scream. Under no circumstance may unaccompanied children be inside the Lounge.
- vii. Current legislation prohibits smoking in public buildings.
- viii. Do not leave any personal belongings unattended. The VIP Lounge shall not be held liable for any theft, deterioration, breakage or damage that your belongings may suffer.
- ix. Consumibles must be used exclusively in the Lounge and it is forbidden to remove them from the Lounge. If you wish to have an alcoholic drink, ask our staff about the range of drinks available in the Lounge.
- x. The VIP Lounge has free Wifi for all its customers. Ask for the password at the welcome desk.
- xi. Stay alert to boarding notifications and flight information screens. If you need additional information, please ask the Lounge staff.
- xii. The VIP Lounge reserves the right of admission to any passenger who breaches these rules.

- xiii. The VIP Lounge reserves the right of admission due to seating capacity, without losing your right to use your pass at any time within the lounge opening times until expiration thereof (six months as from the date of purchase).
- xiv. The VIP Lounge reserves the power to revoke the VIP Lounge admission rights of any users whose behaviour is deemed bothersome or leads to complaints from other users
- xv. A complaints and suggestions book is available.

For justified operational and capacity reasons, the Service Provider may deny a User access to the VIP Lounge. To the extent possible, Vueling shall attempt to give due warning to minimise any inconvenience that this may cause.

The contents and services included on the website [www.vueling.com](http://www.vueling.com) are in accordance with Spanish legislation and are not designed for or aimed at those persons who reside in jurisdictions where its contents are not duly authorised.

The final prices of the services shown on screen include VAT and any other state, regional or local tax that may be applicable at current rate at the time of booking.

In such cases, the User books a service, identifies him/herself with his/her personal details, specifying the dates and, where applicable, times of the desired booking.

By expressly agreeing to this clause, you acknowledge and accept that your personal information may be used to offer you products and services, confirm bookings and other transactions that you ask from us, provide you with services, better understand your needs, enhance relations, and send special offers or promotions by email, telephone or post.

The prices of the bookings and services shall adhere to the provisions set out in the current fares accessible at all times through the Vueling website. The list of available VIP Lounges may be subject to changes at any time, whereby the User can benefit from new services, establishments or services at other airports that may join or, when applicable, the User may be denied access to lounges on the list when the booking was made, without said circumstance being a cause to terminate the contract.

Each available VIP Lounge may have its own specific terms and conditions as regards bookings, deposits, cancellations, reimbursements or available services of which the User shall be duly informed or, when applicable, shall be told about upon accessing the VIP Lounge.

Special offers, promotions or discounts, when applicable, shall be valid until the specified date or while stocks last.

Vueling also reserves the right to subcontract the services booked by the User to other natural persons or legal entities.

### **Confidentiality and Personal Data Protection**

In compliance with the provisions of Organic Law 15/1999, of 13 December, on Personal Data Protection (LOPD - Spanish Data Protection Act) and Act 34/2002, of 11 July, on

information society services and electronic commerce, Vueling hereby informs you, and the User agrees that:

All personal data provided by the User through the website's data collection forms shall be added to an automated personal data file. The data shall be treated confidentially and for the purpose of a) electronically managing, processing and administering the contractual relationship of the User; b) carrying out User surveys, statistics and market analyses as well as creating User or potential User profiles in order to personalise and improve our services, c) authorising the sending of information by email or SMS relating to any of the aforementioned aspects.

By booking a VIP Lounge, the User expressly authorises the processing of their requested personal data for the abovementioned purposes.

Vueling shall block the personal data provided whenever they are inaccurate, incomplete or no longer required or relevant for the abovementioned purposes. Likewise, in accordance with the provisions of the Spanish Data Protection Act, in all cases the User may revoke, at any time and without retroactive effect, the consent given and exercise their rights of access, amendment, cancellation and objection by writing to the following postal address: Plaza Pla de l'Estany, 5, 08820 – El Prat de Llobregat (Barcelona), expressly indicating the specific right they wish to exercise and enclosing a photocopy of their National Identity Document.

The User is responsible for providing accurate details in the established electronic booking processes, as well as the names of any third parties whose details they provide and in all cases must refrain from using them to:

- Transmit data to third parties or subscribe them to any service without their express authorisation.
- Carry out unlawful activities contrary to good faith, customs, morals or public order.

### **Applicable Laws and Competent Jurisdiction**

For any dispute arising from the existence, access, use or content of the Conditions, the contracting parties, expressly waiving any other jurisdiction they may be entitled to, submit to the exclusive jurisdiction and competence of the Courts and Tribunals of Barcelona. However, in cases where the User is considered to be a consumer, the above clause of submission shall not apply. Instead, the applicable jurisdiction shall at all times be the one corresponding to them on the basis of said consideration.

### **Service Conditions for booking VIP lounges**

Please read these Conditions carefully as they apply to your booking as well as to your use of the VIP Lounges available at the different airports. You will not be able to make a booking unless you confirm that you have read and accepted these Conditions of Sale.

The VIP Lounge booking services are aimed at end consumers for their own use and enjoyment or that of the persons on whose behalf the User must be legally authorised to act, as established by general Law 26/1984, of 19 July, for the protection of consumers and

Users. Contracting by anyone other than end consumers is therefore excluded. It is thus strictly prohibited to resale or surrender the contracted services.

Vueling reserves the right to render the VIP Lounge service through third party Providers.

Furthermore, the position held by the User in the electronic service contract may not be surrendered or transmitted totally or partially to a third party.

The User undertakes to observe the service terms and conditions when making the booking and accepts responsibility for fulfilling the commitments undertaken in the subscribed electronic contracts, including the Conditions, and assumes liability resulting from any acts and contracts that Vueling may undertake with providers and third parties in order to fulfil the contract.

If there is a conflict between these Conditions and the terms and conditions of any Provider, the terms and conditions of the Provider, owner or manager of a VIP Lounge shall have priority and prevail over the Conditions set out herein.

The User contracting the services thereupon freely assumes and accepts the following obligations:

Accurate information and means of disclosure: The User understands and accepts that Vueling or, when applicable, the provider contracted thereby reserves the right to cancel their booking at any time due to any breach on their part when providing relevant information for the contracting of the service, whether about you or the person for whom you make the booking, in accordance with the provisions of these Conditions. The User guarantees that:

-All the information they have given us through the forms on the website [www.vueling.com](http://www.vueling.com) or in relation to these Conditions of Sale is true, complete and accurate;

- The User shall inform us of any change in relation to the accuracy of the information they have provided as soon as possible;

-The User acknowledges that they are familiar with all regulations related to entering the territory or country to which they are travelling (as well as those on whose behalf they have made the booking), including restrictions and passport requirements; that they have no criminal record preventing them from travelling to that territory or country; and that they meet all requirements as regards visas, vaccinations, administration or health. Vueling shall not be held liable if the User is denied entry to their host territory or country due to having failed to disclose any of the aforementioned information. Furthermore, if entry is denied for that reason, you shall not be entitled to any reimbursement;

-Booking on behalf of others: If the User makes a booking for other persons, the User acknowledges that they are authorised to make the booking on behalf of those persons and that all those in the booking (and their personal representatives) have accepted to be bound by these Conditions.

-Behaviour: The User undertakes not to behave in a manner that could cause discomfort, be bothersome or endanger others and/or cause damage in rooms, lounges or while

enjoying any of the services. If at any time while enjoying the services the User is arrested, detained or ejected from their accommodation or VIP Lounge at the discretion of Vueling or a Provider, they shall not be reimbursed for any part of the purchase price of the Accommodation or VIP Lounge that they are unable to use as a result of their behaviour (or the behaviour of someone on whose behalf the User makes the booking). The User shall be held liable for any damage or costs incurred under these Conditions.

**-Fraud:** If Vueling or a Provider is informed about or made aware of any suspected fraud or illegal activity related to any of the payments made in relation to a booking, we reserve the right at our discretion to cancel the booking or Purchase immediately and without any compensation whatsoever. Said right to cancellation shall apply without prejudice to any other rights that we may exercise against the User who has committed the fraud.

### **Booking Procedure:**

The User can make a Booking online through the website [www.vueling.com](http://www.vueling.com). To make the Booking, the User must select the relevant VIP Lounge, enter the requested details along with the dates and, where applicable, times of the Booking and any other information they are asked to provide, and accept the Conditions of the booking.

Acceptance of your Booking: Vueling reserves the right to decide, at its sole discretion, whether to accept your Booking. Your Booking shall not be deemed accepted until (and unless) you have been informed that said Booking has been accepted. This acceptance shall in all cases be preceded by payment confirmation sent to us by the bank. If we refuse your Booking for any reason, we shall inform you by email and you will not be charged any deposit or fee. If we accept your Booking, we will send you a Booking Confirmation email to confirm the contracted service, whereby a contract shall be generated between the User and Vueling.

### **Booking Payment:**

Whenever a Booking is made online, a deposit shall be charged in real time by credit or debit card using the payment gateway enabled by Vueling. No other payment methods shall be accepted for said deposits.

**Refunds:** The amounts charged to formalise the VIP Lounge booking shall be non-refundable. In the event of delayed or cancelled flights for which Vueling is liable and which prevent use of the VIP Lounge, we ask the User to contact Customer Services.

If anyone fails to use their access ticket within the set period, it shall expire and they shall not be entitled to a refund.

Any access tickets, plane tickets or vouchers presented at the VIP Lounge reception shall be deemed invalid if they have been tampered with or if their identification number is not clearly legible. In such cases, they shall also be non-refundable.

### **Applicable Laws and Competent Jurisdiction**

These Conditions shall be construed, governed and applied in accordance with the provisions herein and in applicable Spanish legislation. In general, the Conditions are

subject to the provisions of Law 7/1998, of 13 April, on General Conditions of Contract, general Royal Legislative Decree 1/2007, of 16 November for the Protection of Consumers and Users and its amendment by Law 3/2014, Organic Law 15/1999, of 13 December, on Personal Data Protection, Law 7/1996, of 15 January, on Retail Commerce, Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce, and any other local or regional regulations that may be applicable.

For any dispute arising from the existence, access, use or content of the Conditions of Sale, the contracting parties, expressly waiving any other jurisdiction they may be entitled to, submit to the exclusive jurisdiction and competence of the Courts and Tribunals of Barcelona. However, in cases where the interested party is considered to be a "consumer" of the services, the above clause of submission shall not apply. Instead, the applicable jurisdiction shall at all times be the one corresponding to them on the basis of their consideration as a consumer.