

General Terms of Contract for “Condor Cards”

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DIRECTORY

§ 1 Scope..... 2

§ 2 Services 2

§ 3 Purchasing Condor Cards 4

§ 4 Term of validity and fees 5

§ 5 Right of withdrawal 6

§ 6 Booking terms for additional services 7

§ 7 Liability 8

§ 8 Data protection..... 8

§ 9 Final provisions 8

Annex 1 – Model Withdrawal Form..... 9

§ 1 SCOPE

- 1.1 These General Terms of Contract for “Condor Cards” (hereinafter the “**Condor Cards GTC**”) apply to all the services of Condor Fluggdienst GmbH (hereinafter “**Condor**”) in connection with the offering, the provision and the use of Condor Cards by customers in all the versions available.
- 1.2 In addition, the [General Terms of Business and Carriage](#) of Condor (hereinafter the “**Condor GTBC**”), as amended, also apply, unless otherwise stipulated in the following provisions.

§ 2 SERVICES

- 2.1 Condor Cards are offered in two different versions, as an “Activity Card” and as a “Family Card”; each of these is available in the versions “EUROPE” and “WORLD”. Depending on the version, upon purchasing a Condor Card (§ 3) the customer has the option, during its term of validity (§ 4), to book certain additional services when booking a flight operated by Condor subject to complying with the other booking terms (§ 6). Exceptions to this are full charter flights, cruise flights and special flights; booking additional services using Condor Cards is generally excluded for these types of flights. In addition, the Condor GTBC also apply to additional services booked with Condor Cards under §§ 2.3 to 2.5.
- 2.2 The Activity Card and the Family Card are each available in the versions “EUROPE” and “WORLD”. In the “EUROPE” version the respective additional



services can be booked only for flights with DE flight numbers in zones 1, 2 and 6 (flight number ranges DE1-DE1999 and DE6000-DE6999) in accordance with the Condor GTBC (short haul and medium haul) as well as for all flights with DI flight numbers. In the “WORLD” version booking is possible for flights with DE flight numbers in all zones (flight number ranges DE1-DE2999 and DE6000-DE6999) as well as all flights with DI flight numbers.

- 2.3 The holder of an Activity Card is entitled, subject to complying with the other terms of these Condor Cards GTC, to book the additional services exhaustively described below for a flight for himself or herself and depending on the respective version, “EUROPE” or “WORLD”, in accordance with § 2.2, without Condor charging any additional fees for this beyond the one-off fee (§ 4):
- 2.3.1 A seat reservation in the class booked for the flight, except for seating classes “XL Seats” in Economy Class and Premium Economy Class as well as “Prime Seats” in Business Class.
 - 2.3.2 Check-in of one item of baggage in the “sports equipment” category upon prior reservation in accordance with the Condor GTBC.
 - 2.3.3 “Evening-before check-in” (where offered at the respective departure airport).
- 2.4 The holder of a Family Card is entitled, subject to complying with the other terms of these Condor Cards GTC, to book the additional services exhaustively described below for a flight, depending on the respective version, “EUROPE” or “WORLD”, in accordance with § 2.2, without Condor charging any additional fees for this beyond the one-off fee (§ 4):
- 2.4.1 A seat reservation in the class booked, except for seating classes “XL Seats” in Economy Class and Premium Economy Class as well as “Prime Seats” in Business Class, for himself or herself and up to three other persons for whom the customer has made a valid joint booking for the same flight.
 - 2.4.2 An overhead bin reservation.
 - 2.4.3 Check-in of 5 kg of additional checked baggage for flights in zones 1 to 4, 6 and 7 in accordance with the Condor GTBC. For flights in zone 5, one additional item of luggage (23 kg maximum) can be booked. If the flight has been booked as an “Economy Light” fare, there is no entitlement to book and take any additional baggage in any zone.
 - 2.4.4 “Evening-before check-in” (where offered at the respective departure airport) for himself or herself and up to three persons for whom the customer has made a valid joint booking for the same flight.



2.4.5 “Early Boarding” for himself or herself and up to three persons for whom the customer has made a valid joint booking for the same flight.

2.5 In addition, all holders of a Condor Card can use the “Condor Cards Service” hotline by calling (+49) 06171-69889-22. All holders of a Condor Card may also receive exclusive offers from Condor for services by Condor or its partners, subject to availability.

§ 3 PURCHASING CONDOR CARDS

3.1 All versions of the Condor Card can be purchased online at www.condor.com or by telephone by calling the Condor hotline on (+49) 06171-69889-22 as well as in person from participating third parties (travel agencies). Purchases by minors are prohibited. In addition, the following terms for the conclusion of a contract for the purchase of a Condor Card also apply:

3.1.1 Online

The presentation and advertising of Condor Cards at www.condor.com does not constitute a binding offer. Upon submitting an order by clicking on the button “order with obligation to pay” the customer places a legally binding order. The customer is bound by the order for a period of one week after placing the order; this shall be without prejudice to any right of withdrawal (§ 5) that may exist in relation to cancelling the order. Condor will acknowledge receipt of the order placed via www.condor.com by email without delay. In addition to acknowledgement of receipt, acceptance will generally be explicitly given at the same time. A contract is not concluded, however, until explicit acceptance has been given.

3.1.2 By telephone

Orally ordering a Condor Card from a Condor employee via the Condor hotline constitutes a binding offer. The customer is bound by the order for a period of one week after placing the order; this shall be without prejudice to any right of withdrawal (§ 5) that may exist in relation to cancelling the order. Condor will acknowledge receipt of the order placed via the Condor hotline by email without delay. In addition to acknowledgement of receipt, acceptance will generally be explicitly given at the same time. A contract is not concluded, however, until explicit acceptance has been given.

3.1.3 Locally via a third-party supplier

Where a Condor Card is ordered locally via a third-party supplier (travel agency), this constitutes a binding offer. The customer is bound by the order for the period of one week after placing the order. Condor or the respective third-party supplier acting on



behalf of Condor will acknowledge receipt by email without delay. In addition to acknowledgement of receipt, acceptance will generally be explicitly given at the same time. A contract is not concluded, however, until explicit acceptance has been given.

- 3.2 Upon the conclusion of a contract for the purchase of a Condor Card the customer receives a personalised card number enabling the customer to identify himself or herself as the holder of the Condor Card when booking a flight and to book the additional services described in § 2 from this time onwards during its term of validity (§ 4.1).
- 3.3 Transferring the Condor Card to another person during its term of validity is excluded.
- 3.4 The offer to purchase a Condor Card is made exclusively to consumers within the meaning of § 13 of the German Civil Code (BGB).

§ 4 TERM OF VALIDITY AND FEES

- 4.1 All versions of the Condor Card are valid for one year (12 months) from the date of purchase and will not be automatically renewed (hereinafter “**term of validity**”). Condor will generally inform the customer of the extension options and terms by email one month before the expiry of the term of validity.
- 4.2 For the provision of the Condor Card and its use during its term of validity the customer pays a one-off fee, the amount of which varies depending on the version purchased. The current prices for the respective versions of the Condor Card can be viewed online at www.condor.com or obtained by telephone by calling the Condor hotline on (+49) 06171-69889-22 as well as in person from participating third parties (travel agencies). Entitlement to payment of the fee exists regardless of whether the customer actually uses additional services during the term of validity. If the original term of validity (§ 4.1) should be extended, a further fee for the new term of validity will be due, the amount of which is to be agreed prior to its extension.
- 4.3 Payment will be due upon the conclusion of the purchase contract. The available payment methods will be specified before the order is completed as part of the booking process. The customer is not entitled to be allowed to use a particular payment method.
- 4.4 In the event of default in payment for a Condor Card, Condor shall have the right to block the additional service booking function until the customer has met his or her outstanding payment obligations in full. It will be unblocked without undue delay once the outstanding payment obligations have been met. The provisions



of this § 4.4 shall otherwise be without prejudice to Condor's right to assert other legal claims in the event of payment default on the part of the customer, in particular its right to charge default interest.

§ 5 RIGHT OF WITHDRAWAL

5.1 If a contract for the purchase of a Condor Card is concluded online under § 3.1.1 or by telephone under § 3.1.2 and if the customer is a consumer within the meaning of § 13 of the German Civil Code (BGB), the customer shall have a statutory right of withdrawal. Condor provides information about this below in accordance with the statutory model:

Instructions on withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Condor Flugdienst GmbH, An der Gehespitz 50, 63263 Neu-Isenburg, Germany, email reservation@condor.com, tel. (+49) 06171-69889-22) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the model withdrawal form attached to these GTC as Annex 1, but it is not obligatory.

If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal without delay (e.g. by email).

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you have already booked additional services under § 2 using your Condor Card during the withdrawal period and then withdraw from this contract in due time, then the hitherto



booked additional services will be cancelled, without you being informed of this separately. Rebooking additional services for a fee is possible under the Condor GTBC.

If you have asked for the Condor Card services to start during the withdrawal period, you must pay us an appropriate amount, equal to the proportion of the services that have already been provided by the time you inform us that you are exercising your right to withdraw from this contract compared to the full scope of the services covered by the contract.

§ 6 BOOKING TERMS FOR ADDITIONAL SERVICES

- 6.1 To use the additional services described in § 2, the flight booking and the additional services must be in the name of the customer, as the card holder, stating the personal card number of the respective Condor Card.
- 6.2 Seat reservations, overhead bin reservations and the check-in of sports equipment as included additional services under § 2 must be booked on the website www.condor.com or via the Condor Service Centre up to 48 hours before departure and are subject to availability. The respective additional services must be selected in advance as part of the booking process. The card number must be entered in the relevant field for redeeming benefits via Condor Cards as part of the payment process. After it has been successfully verified, the special services that have been selected in advance will be discounted according to the respective version of the Condor Card. If the booking is made less than 48 hours before departure, the general booking terms and fees set out in the Condor GTBC shall apply to the booking of all additional services. Additional services that have already been booked for a fee cannot be retroactively discounted.
- 6.3 If the customer books a flight via a third-party supplier (in particular for the agreed term of validity), the individual card number must be notified to the latter when booking in order to use the additional services under § 2. Third-party suppliers are not obliged to book an additional service via a Condor Card free of charge. If it is not possible to book via www.condor.com or a third-party supplier, the respective additional service must be booked via the Condor Service Centre up to 48 hours before departure.
- 6.4 In the event of a change in a flight booking that results in the customer no longer being part of the booking, use of the additional services set out in § 2.4 is no longer possible for accompanying persons either and already booked additional services will be cancelled in full, without the customer being informed of this separately.



- 6.5 The customer is not entitled to be paid savings in fees for additional services for flights that are cancelled or rebooked by the customer or Condor, or in the event that an additional service is no longer available for the booked flight.

§ 7 LIABILITY

- 7.1 Condor shall be liable to the customer in all cases of contractual and non-contractual liability due to wilful intent and gross negligence in accordance with statutory provisions.
- 7.2 In other cases Condor shall – unless otherwise provided in § 7.3 – be liable only in the event of a breach of a contractual obligation whose fulfilment is essential for the proper performance of the contract in the first place and on whose fulfilment the customer may generally rely (cardinal obligations), limited to compensation for the foreseeable and typical damage. In all other cases our liability – except as provided in § 7.3 – shall be excluded.
- 7.3 The aforementioned limitations and exclusions of liability shall be without prejudice to Condor’s liability for damage arising from injury to life, limb or health, and under the German Product Liability Act (ProdHaftG).

§ 8 DATA PROTECTION

- 8.1 Condor collects, processes and uses customers’ personal data, in particular contact details for the purposes of handling the order, such as their email address, if this has been given to us. For further details, please refer to our [Data Protection Policy](#). This also covers use of the data for sending exclusive offers for services by Condor and its partners within the meaning of § 2.5, where customers have consented to this.

§ 9 FINAL PROVISIONS

- 9.1 These GTC shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer has placed the order as a consumer and the customer’s usual place of residence at the time of the order is in another country, the choice of law made in the preceding sentence shall be without prejudice to the application of mandatory legislation of that country.
- 9.2 In the event that the customer’s domicile or usual place of residence moves out of the territory covered by that law following the conclusion of the contract, or the customer’s domicile or usual place of residence is not known at the time a claim is filed, the place of jurisdiction shall be Darmstadt, Germany.



ANNEX 1 – MODEL WITHDRAWAL FORM

Model Withdrawal Form

(This form can be completed and returned to the seller if the purchaser wants to withdraw from the contract)

To:

Condor Flugdienst GmbH
An der Gehespitz 50
63263 Neu-Isenburg
Germany

Email: reservation@condor.com

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods:

- Name of the consumer(s)

- Ordered on (*)/received on (*)

- Address of the consumer(s)

- Signature of the consumer(s)

(for notification in paper form only)

- Date

(*) Delete as appropriate.

