

Terms & Conditions SWISS Flight Gift Cards.

1. Subject

Holding an active Miles & More credit card (hereinafter referred to as SWISS Miles & More credit card) of the types listed in paragraph 2, issued by Swisscard AECS GmbH (hereinafter referred to as Swisscard) in cooperation with Swiss International Air Lines AG (hereinafter referred to as SWISS) authorizes the respective principal cardholder (hereinafter referred to as the Cardholder) to obtain certain services provided by third parties.

One of these services currently being offered to Cardholders, subject to the following conditions, is the opportunity to benefit from SWISS Flight Gift Cards which may be used as part payment when booking SWISS flights (operated by SWISS).

2. Entitled Clients

Holders of the following active bundles are entitled to benefit from SWISS Flight Gift Cards:

SWISS Miles & More Classic Plus (incl. ValuePack)

SWISS Miles & More Gold Plus (incl. ValuePack)

Swisscard may modify these entitlements at any time, without prior notice, and may make delivery of SWISS Flight Gift Cards dependent on payment of credit card statements (including the annual fee). The value of the SWISS Flight Gift Card varies according to the card product, the Miles & More status notified to Swisscard by Miles & More, and is the equivalent of the principal card annual fee paid for by the Cardholder (maximum value CHF 300). This value will be notified to the Cardholder in an appropriate manner. The SWISS Flight Gift Card is personal and non-transferable.

3. Delivery of the SWISS Flight Gift Card

The SWISS Flight Gift Card is delivered once per calendar year, usually within two (2) months from billing of the annual fee for the card product mentioned in paragraph 2, either electronically or by post at the discretion of Swisscard. The address most recently notified by the Cardholder to Swisscard, in the Cardholder's name, is valid. SWISS Flight Gift Cards returned because the delivery address was invalid will not be processed.

4. Validity of the SWISS Flight Gift Card

The SWISS Flight Gift Card is given a validity date when it is issued. This validity date is twelve (12) months after the date of issue. The SWISS Flight Gift Card is valid until this date. SWISS Flight Gift Cards cannot be extended. Expired SWISS Flight Gift Cards are invalid and will be declined by the SWISS booking system if an attempt is made to redeem them.

5. Redemption of the SWISS Flight Gift Card

The Cardholder may use the SWISS Flight Gift Card as part payment when booking SWISS flights (operated by SWISS) subject to the following conditions:

- The flight can only be booked online via the SWISS homepage (swiss.com).
- The flight ticket for which the SWISS Flight Gift Card is used must be issued for a flight that is to be paid for in Swiss francs.
- The flight ticket for which the SWISS Flight Gift Card is used must be issued in the name of the Cardholder.
- The minimum price for the flight ticket must be CHF 999 including all taxes, charges, fees and other costs billed by SWISS.
- The return flight must be completed before the SWISS Flight Gift Card's expiry date.
- Full payment of the amount remaining after deduction of the SWISS Flight Gift Card must be made with one of the SWISS Miles & More credit cards named in paragraph 2.

Only one SWISS Flight Gift Card can be used per flight ticket. The SWISS Flight Gift Card cannot be accumulated with other reductions, nor can it be redeemed in installments. The SWISS Flight Gift Card cannot be exchanged for cash.

6. Loss and Reimbursement

Neither SWISS, nor Swisscard, shall be liable for SWISS Flight Gift Cards and their data which are lost or misused by third parties. New SWISS Flight Gift Cards cannot be issued. Claims by the Cardholder in case of re-booked, unused or cancelled flight tickets and any estimated processing fees shall be assessed according to the current transportation conditions of SWISS, and may vary or be entirely excluded depending on the class reserved and the flight. There is no entitlement to a new SWISS Flight Gift Card, and the maximum amount reimbursed to the Cardholder will be the remaining amount paid with the SWISS Miles & More credit card as per paragraph 5; this may also take the form of a credit note for a future flight with SWISS. Possible insurance claims by the Cardholder and other insured persons (e.g. in connection with Travel Cancellation Insurance) shall remain reserved.

7. Communication and Customer Service

Questions and complaints regarding the issue and dispatch of SWISS Flight Gift Cards shall be processed by Swisscard for card processing. Information is available online at www.miles-and-more-cards.ch

Questions and complaints regarding the use and redemption of SWISS Flight Gift Cards (including re-bookings and cancellations) shall be processed by SWISS.

8. Data Exchange

The Cardholder acknowledges and recognizes that SWISS, Swisscard and other persons and entities involved in the promotion of the SWISS Flight Gift Cards, their delivery and redemption (including the reporting of delivered and redeemed SWISS Flight Gift Cards) can and must exchange data relating to the Cardholder among themselves. In this regard, the Cardholder releases each party from any confidentiality obligations.

9. Amendment Clause

These Terms & Conditions may be changed at any time without any advance notice. The current applicable Terms & Conditions are published online at www.miles-and-more-cards.ch

10. Further Provisions (including Applicable Law and Place of Jurisdiction)

The contractual relationship under these Terms & Conditions is subject to Swiss law, to the exclusion of conflict-of-laws provisions.

The exclusive place of jurisdiction for all legal proceedings and the place of performance and enforcement for clients not resident in Switzerland is Horgen. However, the issuer of the SWISS Flight Gift Cards may assert its rights before any other competent authorities.

The foregoing is without prejudice to the binding provisions of Swiss law.