

**GENERAL TERMS AND CONDITIONS GOVERNING THE DIGITAL LOUNGE PASS  
WHICH PROVIDES ACCESS TO THE DIAMOND LOUNGES**

(adapted 6/12/2021)

**1. Identification of the service provider**

The online code giving access to the Diamond Lounge is offered by Brussels Airport Company N.V., with its main office at 1030 Brussel, BluePoint, Auguste Reyerslaan 80, and its operational headquarters at 1930 Zaventem, Luchthaven Brussel-Nationaal 1C (Satellite building), and registered in the CBE under number 0890.082.292, Brussels register of legal persons.

E-mail address: [customer.care@brusselsairport.be](mailto:customer.care@brusselsairport.be)

Hereafter referred to as "BAC" or "we".

**2. Application of these terms and conditions**

1. These general terms and conditions govern the online purchase of a one-off Digital Lounge Pass to the Diamond Lounge at Brussels Airport, Zaventem.
2. When registering on our website and placing an order in your online basket, you will be asked to tick a checkbox in order to confirm your acceptance of these general terms and conditions. If you do not agree to these general terms and conditions, you may not place any orders. Placing an order automatically implies acceptance of these terms and conditions.
3. You expressly declare that you will refrain from applying any deviating terms and conditions of purchase to your order for a Digital Lounge Pass.
4. BAC will at all times reserve the right to amend these general terms and conditions and the content of the service, always provided that new general terms and conditions will not apply to any agreements concluded previously and that such terms and conditions will only take effect after BAC has published them on its website. With each new order, you are advised to check whether the general terms and conditions or the content of the service provided have been subject to any amendments since your previous order. All orders placed after the terms and conditions have been amended will be deemed to have been concluded on the basis of the new terms and conditions.
5. You have the option to download a copy of these terms and conditions for your reference. BAC will keep historical versions of these terms and conditions in its records or logs. The versions kept will act as evidence of the content of these terms and conditions at a specific point in time.

**3. Object**

1. The online purchase of a Digital Lounge Pass for the Diamond Lounge at Brussels Airport will grant the right to a single visit to the Diamond Lounge, including the use of the facilities provided as standard on such visits, within one year of the date of purchase. The access code is a QR code or alphanumeric code, which will be sent to the customer and which must be scanned at the entrance to the lounge. Please visit the BAC website for information on the

services offered in the lounge, the regulations governing the use of the lounge and directions to the location of the lounge. The online purchase of a Digital Lounge Pass includes also an online shopping voucher for the Online Shop of Brussels Airport (shop.brusselsairport.be). The online shopping voucher can be found in the confirmation mail.

2. The online Digital Lounge Pass for the lounge is available for purchase by consumers and natural or legal entities in connection with their professional purposes. The Digital Lounge Pass will not be linked to a name. A Digital Lounge Pass can only be used to access the lounge on a single occasion. A code that has been scanned at the entrance will become invalid and cannot be used for another entry into the lounge.

#### **4. Validity**

1. The Digital Lounge Pass will be valid for a maximum of one year from the date of purchase. During this period, the Digital Lounge Pass can only be used once. No reimbursement of the price will be given for codes not used during this period.

#### **5. Offer and acceptance**

1. The offer of a Digital Lounge Pass on the BAC website constitutes a non-binding offer on the part of BAC. Any material mistakes that could occur, such as an unrealistic price, will not be binding on BAC. Your order for one or more Digital Lounge Pass will constitute a binding order with BAC. An agreement will only be deemed to have been concluded after BAC provides acknowledgement of your order by sending a confirmation e-mail containing the Digital Lounge Pass.

#### **6. Purchasing process**

1. You must register and enter the requested details before you are able to place an order for a Digital Lounge Pass. Once your registration has been confirmed, you will be able to complete the various screens in relation to the purchasing process and place the required number of Digital Lounge Pass in your online basket. You will be able to order Digital Lounge Pass for an unlimited number of individuals. The Digital Lounge Pass will not be linked to a name and can be used to allow fellow travellers to access the lounge or they can be transferred to other individuals by clicking the "*stuur door*" (Forward) button in your account or your confirmation e-mail. You will then be able to enter the e-mail address of the person you are transferring the code to.

2. Should you wish to change your order before confirming your order as final, you can make this change by returning to the previous screen. To finalise your order, go to your basket and confirm by clicking the "*Bevestig en betaal*" (Confirm and pay) button. The available payment methods will be indicated during the purchasing process.

3. We will send a confirmation e-mail to the e-mail address provided by you, which will contain the relevant access code in the form of a QR code and a numerical code. You will have the option to save the QR code to a digital wallet. You can use either code for validation at the entrance to the lounge. Digital Lounge Pass will only be sent to the person who placed the order. The confirmation mail will also contain the online shopping voucher for the Brussels Airport online shop.

4. Log data specifying your order and our confirmation will be stored in our database. These records will constitute proof of the transaction.

## **7. Obligations and conditions applicable to purchasers**

1. By placing an order, you confirm that you are at least 18 years of age. If we discover that you are not, we will be entitled to refuse or cancel an order and cancel your registration.

2. You will be responsible for ensuring the accuracy of the details you provide, such as your identity, payment information, e-mail address and (optionally) your telephone number.

3. As part of the registration for online lounge access, you will create an identification code and password for login purposes ("credentials"). We ask that you choose a password that is sufficiently unique and not derived in any obvious manner from your name or personal characteristics. It is your responsibility to ensure that your credentials are kept secure and that no unauthorised individuals are able to place orders using your personal devices and/or credentials. Any order submitted through your account will be deemed to have been placed by you. If you think your credentials have been compromised, you must contact us immediately using our contact details so we can give you instructions as to how you can change your password. If we suspect that your account and access to the online service are no longer secure or have been abused, we will be entitled to instruct you to change your password or take other appropriate measures.

4. It is your responsibility to look after your Digital Lounge Pass. If a code is lost or destroyed, you will be able to ask us to resend the access code by e-mail. This code will then be valid for the time remaining in the one-year period.

5. You are permitted to pass on Digital Lounge Passes to third parties by e-mail and can easily do so using a button in the e-mail, which simply asks you to enter the e-mail address of the new holder. If you pass on a Digital Lounge Pass to a third party, it is your responsibility to ensure that he or she complies with the terms and conditions in this document. If a Digital Lounge Pass is not used, the holder of the QR code will be regarded as the rightful owner. Used Digital Lounge Passes are void and cannot be passed on in any valid manner. It is permitted to sell Digital Lounge Passes on to a third party by means of a private, non-commercial transaction, always provided that the price does not exceed the price paid by the purchaser him or herself and subject to the condition that such sales do not take the form of a public offering. It is not permitted for Digital Lounge Passes to be sold on to third parties as part of a standard commercial practice or for Digital Lounge Passes to be included as part of a commercial package.

6. Without the prior written agreement of BAC, it is strictly prohibited to copy, modify or use digital or automatic tools such as hacking, crawling, scraping or robots to access the online service, the website pages, apps, software code, the codes and QR codes sent or any other content or design-related elements linked to the service. Nor is it permitted to incorporate such elements in software applications or hyperlinks, or to use such elements in any manner whatsoever for any other purpose than the ordering of Digital Lounge Passes for the Diamond Lounge. The elements listed are protected under intellectual property rights, the contractual conditions set out in this document and the general standards of proper and diligent conduct. Any harmful or fraudulent use of the online service may result in criminal or civil prosecution and can constitute grounds for permanent exclusion from the service.

7. BAC reserves the right not to fulfil orders that it believes to have been placed in a fraudulent manner. If the indications are confirmed, any costs in relation to investigations into fraudulent practices may be recovered from the purchaser.

8. You are required to abide by the rules of conduct applicable in the Diamond Lounge. You will not be entitled to any refund in the event that you are denied access or your visit is terminated as a result of your failure to comply with these rules. In such circumstances we reserve the right to refuse future orders and/or terminate your account.

9. Without the express authorisation of BAC, it is not permitted to include hyperlinks to the web pages for BAC lounge access or otherwise create the impression of any association or partnership.

10. Any breach of these conditions may result in the termination of the customer's account and rejection of new registrations.

11. The general terms and conditions governing the use of the BAC website shall also apply.

## **8. Price**

1. Unless stated otherwise, the price listed on the BAC website for the Digital Lounge Pass will be inclusive of VAT and other taxes.

2. The price stated will only be valid for as long as the price is applied. Unless expressly stated otherwise, we do not guarantee that a specific price will be valid for a certain period and we will be entitled to revise the price of the Digital Lounge Pass. Such changes will not affect any purchases made previously. Promotions or discounts (including the online shopping voucher for the Brussels Airport online shop) will only be valid during the stated period and subject to the conditions as advertised.

## **9. Payments**

1. Payments must be made in euros.

2. We accept the following payment methods:

- Credit card (Visa, Mastercard)
- Maestro
- Bancontact
- American Express
- Alipay

BAC will have the right to change the available payment methods at any time. The payment methods shown during the purchase process will be those that are available at that time. During this process, you will select the payment method to be applied when checking out your basket.

Payment information that is in transit is protected by means of SSL encryption.

The legal relationship between you and the payment service provider is governed by the terms and conditions applied by the payment service provider. We do not provide any additional rights or guarantees in this regard.

## **10. Guarantees**

1. The service regarding the online ordering of Digital Lounge Passes is provided on an "as-is" basis.

2. BAC does not guarantee that the website is available at all times. We recommend that you use the service well in advance of any planned trips. We reserve the right to refuse access to the service (the website and/or the lounge) on a temporary or permanent basis, including for security reasons. We will be under no obligation to substantiate any such refusal.

2. If any technical issues occur during the sending of the Digital Lounge Pass, you must contact us as soon as possible using our contact details.

3. If the Digital Lounge Pass fails to work at the entrance to the lounge, you must report this to reception to enable a responsible person to identify the issue. The cause will then be investigated and, in the case of a technical error, a replacement code will be issued, provided this is necessary and possible at that time. Alternatively, arrangements may be made to grant lounge access at a later time.

### **11. Cancellation**

1. During a cool-off period of 14 calendar days commencing on the day of purchase, you will in principle have the right to cancel the purchase of a Digital Lounge Pass without giving any reason.

2. If you wish to exercise your right of cancellation, you should send an e-mail to [customer.care@brusselsairport.be](mailto:customer.care@brusselsairport.be), stating that you are cancelling the purchase of a Digital Lounge Pass. Provided the cancellation has been carried out in the proper manner, the Digital Lounge Pass will become void and we will refund the price you paid to the account provided by you.

### **12. Liability and complaints**

1. Please direct any complaints you may have about the service to our customer service department, using the contact details stated above. In response, we will conduct an investigation and offer an appropriate solution in good faith if your complaint is found to be valid. Claims made more than 7 days after the facts giving rise to the complaint will not be considered and cannot constitute grounds for liability on the part of BAC.

2. BAC will be liable only for harmful effects arising from a professional error that would have been avoided by an undertaking acting diligently. In the event BAC is liable, its liability will be restricted to the total sum of the Digital Lounge Passes purchased in the course of the month in which the loss occurred. BAC will not be liable for any indirect losses, including consequential losses (third-party claims, loss of reputation), nor loss of opportunity, non-material damage or loss of data. BAC will not be liable for the performance of third-party products or services.

Insofar as BAC has put in place the standard security measures against viruses, spyware, malware or other types of malicious code, BAC will not be liable for losses caused by these types of risks. BAC is not able to guarantee that such measures provide full protection against malicious code.

In the event that BAC were to be held liable for infringements of the intellectual property rights of third parties, BAC reserves the right to put a stop to such infringements in the manner that BAC considers to be the most appropriate. In the event that a customer were to be held accountable as the infringing party, BAC will indemnify the customer subject to the proviso

that the customer does not agree any settlement or make any admission of guilt without the permission of BAC.

### **13. Force majeure**

1. BAC cannot accept responsibility for failures arising as a result of circumstances outside of its control that would render it impossible or unreasonably onerous for BAC to perform its obligations, including (but not limited to) natural disasters, war, embargoes, acts or threats of terror, general strikes, interruptions in public utilities, or acts or omissions of third parties.
2. Flight cancellations or delays do not entitle customers to reimbursement of the Digital Lounge Pass.

### **14. Personal data**

1. The personal data provided by you upon registration and when ordering Digital Lounge Passes will be processed by us as detailed in our Privacy Policy. By using our service, you provide consent for your data to be used for the purposes and in the manner outlined in our Privacy Policy.

### **15. Communication**

1. Please use the contact details above if you would like to get in touch with us. We will have the right to contact you using the details provided by you upon registration (telephone number, mobile number, e-mail address or home address).
2. We may send you marketing communications and promotions by e-mail and/or text message, provided you have given express consent for this. You will be able to withdraw your consent at any time and refuse such communications in the manner set out in our Privacy Policy.

### **16. General provisions**

1. If any stipulation is held to be null and void or unenforceable, the remaining stipulations will remain in force and the parties will automatically replace the unenforceable stipulation with a valid stipulation that corresponds as much as possible with the intention of the unenforceable stipulation.
2. In the event of any discrepancies between the English, Dutch or French versions of these terms and conditions, the prevailing version will be the version in the language selected by the customer for the purpose of concluding the contract.

### **17. Applicable law and disputes**

1. These terms and conditions and their implementation will be governed by the laws of Belgium, with the exception of the choice-of-law rules in Belgian international private law and the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention).

2. Any disputes arising from these terms and conditions and their implementation will be submitted to the Dutch-speaking courts in Brussels, which will have exclusive competence to hear them.