

Terms and Conditions of Sale and Redemption of LOT Polish Airlines S.A. Gift Vouchers.

1. General provisions

1. These Terms and Conditions set out the rules for the sale and redemption of Gift Vouchers (hereinafter: "Gift Vouchers") issued by the company LOT Polish Airlines S.A. with its registered office in Warsaw (02-146), at ul. Komitetu Obrony Robotników 43, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS (National Court Register Number) 0000056844, NIP (Tax Identification Number) 522-000-23-34 and share capital of PLN 203,214,923.28, paid in full (hereinafter: "Issuer" or "LOT Polish Airlines S.A.>").
2. A Gift Voucher is an electronic document issued solely to bearer for the purchase of air transport services and/or optional services during flight offered by LOT Polish Airlines S.A.
3. The Gift Voucher shall be issued for a variable amount, indicated each time by the Purchaser.
4. The Gift Voucher may be purchased by a natural person who has attained the age of 18 and has full capacity to perform acts in law (hereinafter the "Consumer"), sole trader, legal person and an organisational unit without legal personality on which the statute confers legal capacity. A Consumer, within the meaning of Article 22 (1) of the Civil Code, is defined as a natural person who enters into a legal transaction with an entrepreneur who is not directly related to his or her economic or professional activity. A sole trader (with Consumer rights) shall be a natural person entering into a contract directly related to his or her economic activity, if the wording of the contract indicates that it is not of a professional nature for him or her, arising in particular from his or her line of business, made available pursuant to the regulations on the Central Register and Information on Economic Activity. In the event that the Gift Voucher Purchaser is an Entrepreneur, understood as a person conducting business activity, a corporation, partnership or other organisation who is not a consumer, and purchasing the Voucher for purposes directly related to his or her business activity, in particular for the purpose of further transfer to his or her contractors, employees or dependants, Article 5 of the Terms and Conditions shall not apply.

2. Method of purchase and terms of payment

1. Gift Vouchers may be purchased as follows:
 - by calling Contact Center, tel.: 22 577 77 55
 - by filling out Contact Form available at website www.lot.com in tab Gift Vouchers;
 - at PLL LOT's stationary sales offices located in the airports of Warsaw, Gdańsk, Katowice, Kraków, Poznań, Rzeszów, Radom and Wrocław, as well as in the municipal sales office in Warsaw, Al. Jerozolimskie 65/79, LIM Center.
2. The purchase price of the Gift Voucher corresponds to the value indicated on it.
3. In case of buying the Gift Voucher via Contact Form, Contact Center PLL LOT will contact the Purchaser within 72h from the moment of receiving the order to confirm the terms of the order.

4. Confirmation of the Gift Voucher order, together with the Voucher and link to payment details, shall be sent to the email address provided by the Purchaser. The payment link is active 24h from the time of its dispatch.
4. The Gift Voucher shall become active 24h after the order confirmation email has been sent.
5. Payment for Gift Vouchers purchased via the Contact Center or Contact Form shall be made by wire transfer or credit/debit card. At LOT Polish Airlines S.A. stationary sales offices payment shall be only made by cash or credit/debit card.
6. In accordance with Article 8b Section 1 of the VAT Act, it is not possible to issue a VAT invoice for the sale of a Gift Voucher, because this type of activity is not subject to taxation. A VAT invoice may be issued at the time of exchange of the Gift Voucher for goods or services - at this point, the tax identification number (NIP) for the VAT invoice should be provided.

3. Period of validity and method of implementation

1. The Gift Voucher shall be valid for a period of 24 months from the date of issue and may only be redeemed within its validity period.
2. Gift Vouchers may only be redeemed via the Contact Center or at LOT Polish Airlines S.A. stationary sales offices as indicated in clause 2.1 of these Terms and Conditions.
3. To redeem the Voucher, please quote the Voucher number or present the Voucher at a LOT Polish Airlines S.A. stationary sales office.
4. Gift Vouchers may be used to purchase airfare or optional services during flight for any given number of passengers in a single purchase.
5. Gift Vouchers may be combined – an airfare or secondary services during flight may be acquired using several Gift Vouchers in a single booking or purchase.
6. The Gift Voucher may not be exchanged for cash, neither in whole nor in part.
7. Subject to the provisions of clause 3.8 below, each Gift Voucher shall be redeemed in full only once and may not be redeemed in parts or at different times.
8. In the event that the price of the Service purchased with a Gift Voucher exceeds than the value of the Voucher, the Gift Voucher Holder shall be obligated to pay the difference. The difference in the value of the Gift Voucher shall be paid by wire transfer or credit/debit card if purchased via the Contact Center or in cash or credit/debit card if purchased at LOT Polish Airlines S.A. stationary sales offices.
9. In the event that the value of the Service purchased with the Gift Voucher is less than the value of the Voucher, the Issuer shall issue a new Gift Voucher with a value corresponding to the unused amount. To obtain a new Voucher, please contact the Contact Center on 22 577 77 55 or the stationary sales office where the Voucher was purchased and quote the number of the Gift Voucher that was not redeemed in full.

4. Returns

1. Services purchased with the Gift Voucher shall be refundable in accordance with the terms of the ticket's fare or pursuant to the terms and conditions of refunds specified for a given type of secondary service.

2. In the event of a return of a secondary service or air ticket purchased using a Gift Voucher, the Voucher Holder shall be entitled to receive a new Gift Voucher for the value of the returned service. To obtain a new Voucher, please contact the Contact Center on 22 577 77 55 or the stationary sales office where the Voucher was purchased and quote the number of the Gift Voucher that was used. In the event that the price of a returned service purchased with a Gift Voucher exceeds than the value of the Voucher and the Gift Voucher Holder covered the difference, the additional price shall be refunded in the same manner in which the Voucher Holder made that payment.
3. In the event that Services purchased using the Gift Voucher may not be performed due to circumstances beyond the control of LOT Polish Airlines S.A. or due to Force Majeure, the Voucher Holder shall be entitled to receive a new Gift Voucher for the value of the service not performed. To obtain a new Voucher, please contact the Contact Center on 22 577 77 55 and quote the number of the Gift Voucher used. In the event that the price of an unfulfilled service purchased with a Gift Voucher exceeds than the value of the Voucher and the Gift Voucher Holder covered the difference, the additional price shall be refunded in the same manner in which the Voucher Holder made that payment.
4. The new Gift Voucher shall be valid for a period of 24 months from the date of issue and may only be redeemed within its validity period.

5. Right of withdrawal

1. The right of withdrawal from the contract of sale of the Gift Voucher shall only apply if the Voucher has been purchased via the Contact Center or Contact Form.
2. The right of withdrawal from the contract of sale shall be exercised within 14 days, starting from the date the Gift Voucher has been received. The Purchaser may use the model statement of withdrawal from the contract of sale attached as Annex A to these Terms and Conditions.
3. In the event of withdrawal from the contract of sale of the Gift Voucher, the Voucher shall be rendered inactive.
4. In the event of full or partial withdrawal from the contract of sale, the Purchaser shall be refunded the payments made for the Voucher or for a part of the order immediately, but no later than within 14 days of receipt of the statement of full or partial withdrawal from the contract of sale, using the same form of payment as one used to pay for the order.

6. Complaints

1. Complaints relating to the purchase and redemption of Gift Vouchers should be sent by e-mail to the Issuer's e-mail address problemy_teczne@lot.pl. The address of the LOT Polish Airlines S.A. sales office where the purchase or redemption of the Gift Voucher took place should be provided.
2. Complaints shall be considered by the Issuer in writing within 14 days of the date of the Purchaser or Voucher Holder making the complaint.
3. The complaint should indicate the name of the Purchaser or Voucher Holder, the email address to which a response to the complaint should be sent and a description of the circumstances constituting the basis for lodging the complaint.

7. Protection of Personal Data

1. The administrator of the personal data of the Purchaser of the Gift Voucher is LOT Polish Airlines S.A. LOT Polish Airlines S.A. may be contacted concerning the personal data of the Gift Voucher Purchaser processed by it via the contact form available at www.lot.com
2. LOT Polish Airlines S.A. has appointed a Data Protection Officer as a contact person for Gift Voucher Purchasers for matters related to the processing of their personal data. The Data Protection Officer may be contacted via the following email address: iod@lot.pl
3. LOT Polish Airlines S.A. shall process the personal data of the Gift Voucher Purchaser for the following purposes:
 - a. to conclude and perform the contract for the sale of a Gift Voucher – the contract is the legal basis for data processing;
 - b. to defend against possible claims or assert possible claims relating to the contract (in the event of a dispute). The legal basis for data processing is the legitimate interest of LOT Polish Airlines S.A. to be able to defend against and/or assert claims.
4. Personal data may be transferred to entities providing selected services to LOT Polish Airlines S.A. (e.g. accounting, legal, marketing, IT services) to the extent necessary to provide these services.
5. The Gift Voucher Purchaser's data shall be stored for the purpose of performing the contract for the sale of the Gift Voucher for the contract period, as well as for the period during which the parties to the contract may pursue civil law claims (limitation period for claims).
6. The Gift Voucher Purchaser shall have the following rights in relation to the processing of their personal data by LOT Polish Airlines S.A.:
 - a. the right to object to the processing of personal data;
 - b. the right of access to personal data – i.e. to access information on the personal data processed by LOT Polish Airlines S.A. and to request the transfer of its copy by LOT Polish Airlines S.A.;
 - c. the right to rectify personal data;
 - d. the right to demand erasure of personal data; however, LOT Polish Airlines S.A. shall have the right to refuse a request for erasure in cases specified by law;
 - e. the right to request the restriction of the processing of personal data;
 - f. the right to portability of personal data;
 - g. the right to lodge a complaint with the supervisory authority (President of the Personal Data Protection Office).
7. The rights referred to in clause 7.6 may be exercised by contacting LOT Polish Airlines S.A. by any means of communication.
8. The provision of data by the Gift Voucher Purchaser is voluntary, however, failure to do so shall render the purchase of the Gift Voucher impossible.
9. Personal data shall not be processed by automated means, including profiling.

8. Final Provisions

1. By purchasing the Gift Voucher, the Purchaser agrees to these Terms and Conditions and undertakes to observe them. By using the Gift Voucher, the Holder agrees to these Terms and Conditions and undertakes to observe them.

2. The content of these Terms and Conditions is available on the Issuer's website www.lot.com and at LOT Polish Airlines S.A. stationary sales offices as indicated in clause 2.1 of these Terms and Conditions.
3. The Issuer reserves the right to amend the content of these Terms and Conditions if the applicable legislation and/or the terms and conditions of the Gift Voucher sales and redemption service change. Any changes to the Terms and Conditions shall be available at LOT Polish Airlines S.A. stationary sales offices and at www.lot.com no later than 7 days prior to putting into effect such changes. Changes to the Terms and Conditions shall not affect the scope of rights acquired by Voucher Holders prior to the changes made in these Terms and Conditions.
4. In matters not covered by these Terms and Conditions, the relevant provisions of law shall apply, including in particular the Polish Civil Code, the Act on Providing Services by Electronic Means, the Telecommunications Law and the Consumer Rights Act.

Annex A – Model declaration of withdrawal from the contact

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Place and date

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.....
Full name of the Consumer

LOT Polish Airlines S.A.
ul. Komitetu Obrony Robotników 43
02-146 Warsaw, Poland

**Declaration
of withdrawal from a distance or
away from business premises contract**

I hereby give notice of my withdrawal from the contract of sale of the Gift Voucher

Date of purchase of the Gift Voucher:

Gift Voucher number:

Gift Voucher purchase channel*:

Contact Center/Contact Form

.....
**Signature:

(*) delete as appropriate

(**) only if the form is submitted on paper