



Agreement regarding SAS Sport

This SAS Sport Agreement (the “**Agreement**”) is entered into between Scandinavian Airlines System Denmark – Norway – Sweden, a consortium established under the laws of Denmark, Norway and Sweden, having its registered office at SE 195 87 Stockholm, Sweden (“**SAS**”) and customer (“the **Sport Association**”).

SAS Partners – means cooperating airlines and/or business partners as listed in Appendix 1.

Travel Agent - means any IATA authorized travel agency authorized by the Sport Association to book and ticket travel on behalf of the Sport Association.

Travelers – means an end user who conducts travel with SAS and SAS Partners under this Agreement.

1. Scope of Agreement

- 1.1. All appendices attached to this Agreement and referred to herein are part of this Agreement as if they were fully set forth herein. In case of conflict, priority shall be given in the following order:
 - (i) This Agreement
 - (ii) Appendix 2: General Terms & Conditions
- 1.2. This Agreement regulates the terms under which the Sport Association will qualify for cost savings and other benefits on travel with SAS.
- 1.3. The Sport Association is entitled to use SAS products and services, including specific cost savings and benefits described on the SAS web site, as amended from time to time.
- 1.4. SAS reserves the right to change this Agreement at any time. The services provided by SAS and SAS Partners as well as other information displayed on the SAS web site only apply until further notice.
- 1.5. SAS will, without delay, notify the Sport Association of any material changes to the SAS

product and services under this Agreement by using mass communication and/or information on SAS website.

2. Term of Agreement and Termination

- 2.1. This Agreement enters into effect at the time of acceptance of this Agreement.
- 2.2. This Agreement will terminate without any further notice in the event products offered under this agreement have not been used during a period of two (2) years.
- 2.3. This Agreement may be terminated at any time by either party with 30 days written notice.
- 2.4. This Agreement may be terminated by SAS with immediate effect if the Sport Association code (CMP) is used for private purposes or if SAS has reasonable cause to believe that such or similar misuse has occurred or if the Sport Association is put into bankruptcy, enters into liquidation or is otherwise deemed to be insolvent.

3. The Sport Code

- 3.1. For the purpose of identifying the Sport Association's travel, SAS has allotted one or a number of Sport codes to the Sport Association.
- 3.2. Sport codes are strictly confidential and shall be treated as such by the Sport Association and its members and may only be used by the Sport Association or a Travel Agent acting on behalf of the Sport Association. Unauthorized use shall immediately be notified to SAS.
- 3.3. The Sport code may be declared invalid with immediate effect by SAS in the event of misuse of the Sport code or any failure by the Sport Association to perform its obligations under this Agreement.
- 3.4. Use of the Sport code constitutes acceptance of this Agreement.

Appendix 1
SAS Partners

Widerøe Flyveselskab AS

Appendix 2

General Terms & Conditions

1. Conditions of Carriage

- 1.1. All travel completed with SAS and SAS Partners are subject to the SAS General Conditions of Carriage which may be amended. By using the Sport code, such Conditions of Carriage are accepted.

2. Personal Data

- 2.1. Personal data, as defined under Regulation EU 2016/679 (the "GDPR"), regarding the Travelers and the Travel Agents, where applicable, may become subject to processing by SAS, any data processors, as defined under the GDPR, engaged by SAS, and/or SAS Partners in order to carry out the agreed services, serve statistical purposes and to conduct travel enhancing services. SAS ensures that such processing is done in accordance with applicable law, including the GDPR. Any data processors and SAS Partners which process personal data pursuant to this Agreement shall be subject to the same data protection and confidentiality provisions as SAS is subject to under this Agreement.
- 2.2. Such personal data may be, as applicable, the Travelers' and the Travel Agents' name, title, contact information, travel records – including travel dates, travel routes, flight number, booking number etc., special requirements as well as other personal information required for SAS to provide the agreed services to the Sport Association and the Travelers.
- 2.3. The Sport Association ensures that it is entitled legally to share the personal data under the Agreement. The Sport Association is obligated to inform the Travelers of the processing of their personal data pursuant to the Agreement.
- 2.4. SAS solely determines the purposes of the data processing done by SAS in order to provide the agreed services under this Agreement and thus considered a data controller under the GDPR.
- 2.5. Each party is a separate data controller and shall be separately responsible and liable, for any processing of personal data performed by the party pursuant to the Agreement. Neither party shall be construed as a data processor in relation to the other party.
- 2.6. Each party ensures appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the applicable data protection legislation, including the GDPR.
- 2.7. The Travelers rights under the GDPR are more specifically described in SAS Integrity Policy (www.sasgroup.net).

3. Liability

- 3.1. Except as provided for in any applicable law, SAS has no responsibility and shall not be liable for any cost, loss, damage or any other obligation incurred by the Sport Association, whether direct or indirect except as expressly stated in these Terms and Conditions.
- 3.2. SAS disclaims, to the extent permitted under applicable law, any and all liability in case the performance of any its obligations under this Agreement is prevented, impeded or delayed as a result of circumstances outside their control, such as, but not limited to, labour conflict, war or conscription, injunction on use, requisitioning, impounding, insurrection or riot, or any event of force majeure that cause disturbances in the operations of SAS and SAS Partners.
- 3.3. The Sport Association is liable for and agrees to indemnify SAS and its officers, directors, representatives, agents or employees for any loss arising from or incurred by reason of any breach of representation, warranty or any other obligation or otherwise caused by the Sport Association, its Affiliates or Travelers in the performance or non performance under or in connection with this Agreement.

4. Travel Information and Marketing

- 4.1. The Sport Association is always entitled to receive travel information of those using SAS products offered with this Agreement. SAS may use e-mail and text messages (SMS) to communicate with the Sport Association. SAS may send promotional e-mails and SMS to the Sport Association concerning SAS' and/or SAS Partners' products and services. The Sport Association can at any time decline digital communication by contacting Customer contact centre.

5. Assignment

- 5.1. The Sport Association may not assign its rights and/or obligations under this Agreement to any third party without the written consent of SAS.

6. Confidentiality

- 6.1. The Sport Association shall not disclose information on financial or commercial offerings under this Agreement unless required for the purpose of execution of this Agreement (on a strict need to know basis). The receiving parties shall observe the confidentiality obligations under this Agreement.

7. Applicable Law

- 7.1. This Agreement shall be interpreted and construed under the laws of Sweden. Any dispute between the Parties arising from this Agreement shall be brought before the District Court of Stockholm as first instance.