

TERMS AND CONDITIONS FOR SAS UPGRADE

You get the opportunity to upgrade your comfort to SAS Plus or SAS Business.

1. General

- 1.1. These terms and conditions ("Terms and Conditions") are valid for the SAS upgrade service where SAS customers can bid for and buy upgrades to SAS Plus or SAS Business ("Upgrade"). By placing a bid or buying an Upgrade you confirm that you accept these Terms and Conditions.
- 1.2. EuroBonus members may use EuroBonus points to pay for Upgrades and will also earn EuroBonus extra points on payments made in cash. For EuroBonus members the Upgrade service is also subject to [EuroBonus Terms & Conditions](#). In case of conflict between these Terms and Conditions and the EuroBonus Terms and Conditions, the provisions of the EuroBonus Terms and Conditions shall prevail.
- 1.3. SAS' [Conditions of Carriage](#) applies for your booked flight with SAS and govern the carriage of you as a passenger and your baggage as well as the rules that apply to your ticket.

2. About the Upgrade service

- 2.1. The Upgrade service is offered by Scandinavian Airlines System Denmark-Norway-Sweden, a consortium established under the laws of Denmark, Norway and Sweden, and having its principle office at Frösundaviks Allé 1, SE-195 87 Stockholm, Sweden (hereafter "SAS", "us" or "we").

3. General terms and conditions for Upgrades

- 3.1. There are two possibilities to buy an Upgrade on a SAS operated flight;
 - Bid for an Upgrade via SAS' website
 - Buy an Upgrade at the airport for Intercontinental flights

This Section 3 applies for both types of Upgrades.

- 3.2. You can pay by credit card or using EuroBonus points.

- 3.3. Upgrades to SAS Plus and SAS Business include extra comfort and meals onboard, as well as Business check-in, SAS Fast Track, SAS Lounge access and priority boarding at selected airports. In addition, the following applies:
 - SAS lounge is only available on the route you are upgraded on.

- Baggage allowance does not change if you are upgraded to Business or Plus (it will remain according to the original booking class and EuroBonus tier level).
 - Ticket conditions will be the same as for your original ticket in terms of cancellation rules, change fees, accrual and other conditions.
- 3.4.** All travelers in a booking are automatically included in a request for an Upgrade.
- 3.5.** Travelers with pet in cabin cannot apply for or buy Upgrades to SAS Business.
- 3.6.** Travelers who are traveling in group bookings, travel industry discount fares and SAS charter flights cannot apply for or buy Upgrades.
- 3.7.** If your confirmed Upgrade or flight is canceled by SAS, you are eligible for a full refund of the amount/EuroBonus points you paid for the Upgrade. In case of cancellation of an Upgrade, no extra compensation will be paid beyond the full refund of the Upgrade.
- In case of rebooking and/or cancellation, only valid points are transferred back to your EuroBonus account (expired points cannot be reused) keeping their original expiry date.
- 3.8.** Purchased extra baggage is refundable only if your ticket is refundable. Other travel extras previously purchased are not refundable and will not be reimbursed should you receive or buy an Upgrade.
- 3.9.** If a meal is pre-ordered and an Upgrade is granted or bought, the ordinary meal service of the new service class will be served instead of the pre-ordered meal. The pre-order meal will not be refunded.
- 3.10.** Upgrades are subject to both space and meal availability in the upgraded class. SAS do not guarantee that you will be seated together with other travelers included in your booking when upgraded. SAS do not guarantee that you will receive the ordered special meal when upgraded.
- 3.11.** If you are a EuroBonus member, you will earn EuroBonus Basic points if you have paid for your Upgrade with credit card. If you have paid for your Upgrade with EuroBonus points, no EuroBonus points will be earned.
- 3.12.** SAS reserves the right to change the rates, terms and conditions of Upgrades at any time with or without notice.
- 3.13.** SAS waives all liability resulting from errors with data systems or similar which prevents or impedes the possibility to purchase Upgrades. This applies regardless of whether the error lies with SAS or any other party.

4. Bid for an Upgrade via SAS' website

- 4.1. On SAS Domestic and European routes, you can make a bid from the day you book your trip and up until 25 hours before departure.
- 4.2. On SAS Intercontinental routes you can make a bid from the day you book your trip and up until 6 hours before departure.
- 4.3. You can use one form of payment (credit card or EuroBonus points) per flight in your booking. If you have several flights in one booking, you can choose different forms of payment per flight.
- 4.4. You will be notified by email between 25 and 5 hours before departure if your bid for an Upgrade has been accepted or not.
- 4.5. If you have requested a special meal or purchased a preorder meal, you need to bid at the latest 25 hours before departure, otherwise we will not be able to accept your Upgrade.
- 4.6. You can only bid for an Upgrade if SAS, or another company in the SAS Group, is operating carrier.
- 4.7. Requests for Upgrades can be canceled or changed on SAS' website up until your bid has been accepted or rejected (26 hours before departure).
- 4.8. If you cancel or rebook your trip before your request for an Upgrade has been processed your credit card will not be charged/no points will be deducted from your EuroBonus account. The bid will not be transferred to another flight.
- 4.9. Note that a name change is not considered as a cancellation, you need to cancel your bid if you have placed a bid and thereafter made a name change to the ticket.
- 4.10. If your Upgrade is confirmed, your credit card will be charged/points will be deducted from your EuroBonus account. In addition, the following applies:
 - It's not possible to cancel or change your Upgrade after it's been confirmed. No refund of money / EuroBonus points will be possible.
 - If you choose to rebook or cancel your flight after the Upgrade is confirmed, the Upgrade is not transferrable to the new flight. No refund of money / EuroBonus points will be possible.
 - If your confirmed Upgrade or trip is canceled by SAS you are eligible for a full refund for the Upgrade, either in money or in EuroBonus points depending on your original payment method.

- If you have a confirmed Upgrade on a flight and SAS rebooks you to another flight, the Upgrade is not transferrable to the new flight. You are eligible for a full refund for the Upgrade, either in money or in EuroBonus points depending on your original payment method.
- In case of rebooking and/or cancellation, only valid points are transferred back to your EuroBonus account (expired points cannot be reused) keeping their original expiry date.
- If you are checked in and your upgrade is confirmed, the upgrade will be cancelled if you cancel the check-in. The upgrade will then be non-refundable.

4.11. SAS reserves the right to accept or reject a request for an Upgrade on each flight in line with criteria determined by SAS (such as flight status, offer amount, etc) and as updated from time to time at the sole discretion of SAS.

5. Buy an Upgrade at the airport

- 5.1.** Standby Upgrades at the airport are available on Intercontinental flights operated by SAS.
- 5.2.** Upgrades can be requested at check-in, at a service center or at the gate depending on the airport. You can pay for an Upgrade by credit card or using EuroBonus points.
- 5.3.** Note that if you have ordered a special meal or a pre-ordered meal, an Upgrade at the airport will not be possible.
- 5.4.** Standby Upgrade decisions are made at the sole discretion of SAS station managers at the airport on the day of each flight. For this reason, it is not possible to make a request for a standby Upgrade in advance.

6. Personal data

- 6.1.** Your use of our Upgrade service requires us to process your personal data. To fulfil our commitment under these Terms and Conditions, it is thus necessary for us to process information that relates to you as a person.
- 6.2.** Personal data means any information relating to you as a natural person and through which you can be identified directly or indirectly, such as your name, photo or ID number.
- 6.3.** We are committed to protecting your privacy and only process personal data in accordance with the applicable data protection legislation. How we process your personal data depends on whether you are a member of the EuroBonus program, a Profile Account holder or a traveler without any particular membership or account with us.
- 6.4.** If you are a member of the EuroBonus program, please see our [Privacy Policy for EuroBonus members](#). If you hold a Profile Account, please see our [Privacy Policy for Profile Account holders](#). If you are a traveler without any particular membership or account with us, we will process your personal data as described in our [General Privacy Policy](#).

- 6.5.** We have aimed at describing how we process personal data as transparently and clearly as possible in the below privacy policies. We invite you to read the policy applicable to you thoroughly and to contact our Data Protection Officer at dataprotectionofficer@sas.se if you have any questions.
- 6.6.** EB and SAS will jointly determine the purposes and means of the processing of your personal data as so called joint controllers within the meaning of Article 26 of the General Data Protection regulation (EU Regulation no. 2016/679). For this purpose, EB and SAS have entered into a joint-controller agreement, the essence thereof is set out here: [Joint Controller Agreement](#).
- 6.7.** We use cookies to enhance your experience on our website. For information on which cookies we use and how, see SAS' [Cookie policy](#).

7. Misuse

- 7.1.** We reserve the right to cancel an Upgrade at any time if you misuse the SAS Upgrade website, or otherwise break the rules, terms and conditions set out in these Terms and Conditions or the EuroBonus Terms & Conditions.
- 7.2.** For EuroBonus members, we reserve the right to terminate the membership in cases which we deem constitute misuse. This means that previously earned but unused points and issued EuroBonus tickets/vouchers become null and void. We also reserve the right to downgrade your membership level in cases which we deem constitute misuse. Misuse may consist of unsuitable or disrespectful behavior towards us or our business partners, our employees or passengers, violation of the EuroBonus Terms & Conditions or these Terms and Conditions, illegal conduct, fraud or actions that are generally regarded as immoral or unethical.

8. Disputes and applicable legislation

- 8.1.** To the extent permissible by local law or regulations, these Terms and Conditions shall be governed by and construed in accordance with Swedish law. Both parties submit, to the extent permitted by local law or regulations, to the non-exclusive jurisdiction of the District Court of Stockholm to resolve any dispute that may arise from these Terms and Conditions.
- 8.2.** Any provision of these Terms and Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining, which shall continue unaffected.
- 8.3.** We reserve the right to change these Terms and Conditions at any time.
- 8.4.** These Terms and Conditions were last updated on **1 February 2022** and replace all previous versions thereof.
-