

Plusgrade – Terms and Conditions

Terms and Conditions

The terms and conditions below ("Terms and Conditions") apply to a new feature, Plusgrade LP ("Plusgrade"), which allows all passengers holding confirmed airline ticket(s) acquired for certain flights operated by TAP Air Portugal ("TAP Air Portugal" or "TAP") to make a bid ("bid") to be placed in a class higher than that for which the original ticket was acquired ("Upgrade").

The passengers, by accessing Plusgrade, agree to be bound by these Terms and Conditions. TAP Air Portugal reserves the right to modify or make any changes to these Terms and Conditions, as it deems necessary. The passenger should consult the document in force at the time of submitting his/her bid. The Portuguese version of the Terms and Conditions shall prevail over the other versions (translations).

Participation Conditions

The passenger who makes the bid must have an airline ticket that is confirmed and acquired for a certain flight operated by TAP Air Portugal and must be at least 18 (eighteen) years of age.

Bids from workers and/or employees of TAP and Plusgrade, or their direct relatives will not be accepted.

TAP reserves the right to verify the eligibility of passengers as regards their participation in Plusgrade.

Bids

A) Forms of access:

1. Plusgrade is available for passengers booking airline tickets through the website www.flytap.com. When passengers purchase an airline ticket(s) online at www.flytap.com, the Plusgrade feature is made available to them, which will allow them to submit on the ticket purchase confirmation page (through a link) an Upgrade Bid for the acquired service class.
2. When the airline ticket has not been purchased online on the TAP website, passengers may also be contacted by TAP, via e-mail, to take advantage of this feature.
3. In addition to these two situations, passengers can also go to the TAP website (www.flytap.com) and simply enter their name and booking code to verify eligibility to be able to place an upgrade bid.

If the passenger has a booking code corresponding to airline tickets of more than one passenger and wants to place a bid for only one of the passengers, he/she must contact TAP at least 10 (ten) days prior to the flight departure date so that TAP can separate the booking

of that passenger, making it individual. The passenger must not place any bid prior to the separation of the booking.

B) Requirements:

1. Whenever a flight itinerary/leg meets the necessary conditions, TAP Air Portugal registers that availability in Plusgrade so that passengers may submit their bid.
2. If the purchased route is eligible for an upgrade bid, passengers can place their bids by proposing a price (pre-set between a maximum and minimum amount) up to 72 (seventy-two) hours from departure.
3. Plusgrade will not be available on all flights and markets operated by TAP.
4. Each passenger may submit only one bid **for each leg of the flight**, corresponding to the ticket they have purchased.
5. The bids must always be placed and paid for in money, via credit card. Extra fees may be charged by the bank, for which TAP is not responsible.
6. Passengers should always gauge their bids (between the maximum and minimum amounts). If the booking includes various passengers, as stated above, the bid includes all persons registered on the itinerary.
7. The referred bid may or may not be accepted by TAP Air Portugal. TAP Air Portugal reserves the right, at its discretion, to decide when to accept or reject a bid, regardless of whether there are seats available in the class for which the bid was placed.
8. The availability of upgrades is limited and is at the sole discretion of TAP Air Portugal. TAP Air Portugal reserves the right to accept any bid from the date on which it is made until the date of departure of the flight. If your bid is accepted, the fare conditions applicable to the original ticket will apply to the upgrade ticket.

C) Outcome of the Bid

1. If the bid submitted by the passenger **is not approved by TAP:**
 - a. No monetary value shall be charged/debited on the credit card used by the passenger.
 - b. No class Upgrade shall be made, and the passenger keeps their original ticket at no additional cost.

2. If the bid submitted by the passenger **is approved by TAP:**
 - a. The passenger will receive two electronic messages: one to inform that the bid for the route (flight leg) in question has been accepted and the corresponding upgrade has been awarded and the second message to send the new e-ticket.
 - b. After approval, TAP Air Portugal shall charge the amount corresponding to the accepted bid to the credit card used by the passenger.
 - c. The total amount charged will include the amount of the bid placed by the passenger and all applicable fares and fees.
 - d. The fare conditions for the original ticket purchased by passengers shall remain in force and shall apply even if the bid has been approved and the upgrade made, which includes, for example, cancellation policies and fees for ticket changes.
 - e. The debit note on the credit card can be issued in the name of TAP Air Portugal, Plusgrade or any other name that may be previously informed by TAP.
 - f. If the passenger is a Victoria client, the award of miles will be made depending on the class in which the passenger was placed following the bid, the route (flight leg) concerned and on which the passenger actually travelled (not applicable to award tickets issued by TAP).

D) Refunds

1. From the time the passenger's bid is approved by TAP Air Portugal and the respective amount of the bid charged to the credit card, the passenger will not be entitled to any refunds, credits or exchanges, except in the following situations:
 - a. In the event of cancellation of the flight for which the passenger's bid was approved and the upgrade made, and TAP Air Portugal placed the passenger on another flight, although in the class of his/her original booking.
 - b. The passenger's bid was approved and the upgrade was made, but the passenger could not sit in the class of the upgrade for reasons attributable to TAP Air Portugal, including, among others, a change in equipment or delay in connecting flight, which resulted in the passenger missing the flight for which the upgrade was made.

These cases do not cover situations caused by the passenger, where the reasons are attributable to the passenger's actions, including, among others, where the passenger chose to change his/her flights or if his/her actions resulted in the flight being missed. As a result, no refund will be made if, after the passenger's bid has been approved, the passenger decides to change or cancel his/her ticket.

2. In the event the refund is approved by TAP, the amount to be refunded will always be equal to the amount of the approved bid that was charged to the credit card used. Any fees charged by the bank, which are not the responsibility of TAP, will not be refunded.
3. If the passenger decides to change his/her ticket, TAP Air Portugal has no obligation to provide a seat in the service class higher than that for which the original ticket was purchased (and which was the object of an upgrade bid), unless the passenger pays the upgrade according to standard flight change policies or according to the policies and conditions associated with the original ticket's fare class.
4. The provisions of Article 10.2 of (EC) Regulation No. 261/2004 of 11 February 2004 (which relates to the placing of passengers, by the air carrier, in a class lower than that for which the ticket was purchased) do not apply to refunds provided herein.

E) Other provisions

1. TAP Air Portugal reserves the right to change the rules applicable to the use of the Plusgrade feature, when and however it deems necessary, at any time and without notice. The use of the Plusgrade feature implies approval of these conditions.

TAP is not liable for any failure to the Plusgrade feature, inability to use this feature or the cancellation thereof.

2. All passengers agree to be contacted by TAP for future marketing initiatives by the e-mail address associated with their booking.
3. Personal data protection:
 - a. TAP guarantees respect for the privacy of passengers, and so it agrees to use the Plusgrade feature transparently and in strict respect for their rights, freedoms and guarantees.
 - b. The transfer of personal data requires the provision of the passengers' consent to TAP, so that it can use such to validate passengers' use of this feature.
 - c. The data will be stored on servers with controlled access protected by passwords. Every passenger whose participation/bid is considered valid by TAP, is guaranteed the right to information and the right of access to their personal data according to law.
4. These Terms and Conditions should be read in conjunction with the General Conditions of Carriage of TAP Air Portugal, available at:
<http://www.flytap.com/Portugal/pt/outros/rodape/condicoes-de-transporte>
5. All situations not covered by these Terms and Conditions will be duly considered and decided on by TAP Air Portugal.