Airport Club Terms & Conditions

Dublin Airport Authority ("daa") daa Airport Club

Terms and Conditions

Please read the following Terms and Conditions carefully. These Terms and Conditions set out the basis upon which you may receive certain benefits and services as a member in the daa Airport Club (the "Club") and use the daa Airport Club members' card (the "Card").

- 1. **Eligibility**: daa employees will not be eligible to join Airport Club. To become a member you must complete the application form on dublinairport.com (www.dublinairport.com/airportclub) providing all mandatory details where indicated and making the relevant payment.
- 2. **Benefits**: Club members will be entitled to avail of a range of Club benefits and services offered by daa, which, depending on your category of membership, may include faster security clearance; members' exclusive discounts/vouchers in daa operated retail outlets at Dublin Airport, members' exclusive advantages in daa-managed car parks and members' discounts in daa-managed airport lounges and referral scheme. Included in the range of Club benefits offered may be exclusive offers and discounts from third party participating retail and other suppliers. The participation in the Club scheme of third party suppliers who are not operated by daa is outside the control of daa and may vary from time to time. A list of the current benefits, the third party participating suppliers are offering is available on the Airport Club website and this list may be amended and updated from time to time. The Card is valid in Dublin Airport only and is not valid in any other airport.
- 3. **Fast Track Entrance Door and Operational Times**: The term "fast track entrance" refers to the boarding card entrance door at the fast track entrance. Fast track does not infer faster security clearance. Opening hours for the fast track entrance are from 04.00 hrs to 20.00 hours. In the event of unplanned closures or disruption of the fast track operation Airport Club will investigate all issues in this matter and will update members as appropriate.
- 4. **Membership Categories and Fees**: Different categories of membership of the Club with different ranges of benefits are available. The membership fee which is payable will depend on the category of membership. Details of the current membership categories, benefits and fees are set out on the Airport Club website. In order to be entitled to avail of the benefits which are offered to any category of membership, you must pay the applicable membership fee in accordance with the payment terms notified by daa on the Airport Club website or otherwise.
- 5. daa Airport Club Members' Card: The Card is issued and administered by daa and remains the property of daa, daa reserves the right to withdraw, replace or re-issue Cards at any time. Cards are non-transferable and can only be used by the person whose name is on the Card with a valid signature for their own personal non-commercial use, in accordance with all applicable laws, regulations and codes of practice. Any abuse of the use of the membership card i.e. using it for the benefit of non-members to gain discounts or services will incur the cancellation of your membership. You are responsible for the safekeeping of your Card. If it is lost or stolen, you should report this immediately to the Airport Club admin at the following address airportclub@dublinairport.com to apply for a replacement, which will be provided by daa and may be subject to the payment of an administration charge. To use your Card and to avail of any of the applicable benefits of membership, you must present it at the time of payment/use to a retail outlet or participant in the manner required. Any purchases made using your Card remain subject to the applicable terms and conditions governing the goods, services or facilities in question. Any unauthorised changes or alterations made to the daa Airport Club Card shall invalidate the card with immediate effect.
- 6. **Disclaimer**: Third party participants/suppliers who are participating in the Club scheme are outside of the control of daa. daa is not responsible for and has no liability in relation to any goods,

services or facilities which you purchase from a participant in the Club scheme. daa is not responsible for any changes to or withdrawal of offers or benefits initially provided by third party participants. The inclusion of a third party participant in the Club scheme does not imply any endorsement by daa of the participant or association with it. Except as expressly set out in these Terms and Conditions, to the greatest extent permitted by law all warranties, conditions, representations, undertaking, statements, terms and provisions express or implied by statute, common law or otherwise are excluded by daa. This does not affect your statutory rights as a consumer e.g. your rights in respect of the supply of goods or services to you.

- 7. **Liability**: To the greatest extent permitted by law, daa shall not be liable for any loss, damage or other liability that you may suffer arising out of or in connection with the Club, these Terms and Conditions or otherwise, whether under theories of contract, tort (including negligence), strict liability or otherwise. In no circumstances will daa be liable for special, incidental, indirect or economic loss or damage, however it may arise, including as a result of loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits. Without prejudice to the generality of the preceding sentences of this clause, daa will not have any liability to you in connection with the Club, these Terms and Conditions or otherwise in respect of (a) any missed flight or (b) any inability to avail of a benefit of membership, including a discount, in any participating third party.
- 8. **Suspension**: daa reserves the right to suspend your use of your Card or any benefits of membership if you breach any of these Terms and Conditions.
- 9. Term: Your membership of the Club will commence 7 working days from the date of dispatch of your membership Card (see date on Welcome letter) and, subject to early termination in accordance with this clause, will continue in effect for 12 months or 6 months depending on your payment option. daa may terminate your membership of the Club by giving 7 days' notice to the email address provided by you to daa if you breach any of these Terms and Conditions. daa may terminate the Club at any time by giving 30 days' notice on the daa website and by email to the email address provided by you to daa, in which case daa will refund any membership fees in proportion to the remaining period of your membership. (The onus is on you to maintain your email address to ensure it is correct and available for notifications as stated here. Please contact Airport Club admin if you need to update your details on AirportClub@dublinairport.com) On the anniversary of the commencement date of your membership, you may either (a) terminate your membership by returning your Card to Airport Club, Level 3, Cloghran House, Dublin Airport, Cloghran, Co. Dublin or (b) renew your membership by paying the applicable fee in advance for the next 12 or 6 month period. If you fail to return your Card or renew your membership, your Card will be cancelled by daa. You may terminate your membership at any time by returning your Card to us, but you will not be entitled to a refund of any membership fees which have been paid, except in the limited circumstances where you are entitled to cancel your membership in accordance with Clause 9 below.
- 10. **Remaining Benefits post expiry of membership:** Any or all unused benefits, vouchers, complimentary offers and services will be deemed invalid on date of expiry of membership from the club unless otherwise stated by the participating supplier.
- 11. **Right of Cancellation**: You have the right to cancel for any reason without charge your membership of the Club within 7 working days of the date on which you receive your Card, except where you have started using any of the benefits available to members of the Club.
- 12. **Data Protection**: Personal information that you provide to us in the Club application form will be processed by daa for the purposes of operating the Club scheme. daa may also disclose such data to third parties who provide services to daa in connection with the Club such as, for example, companies who print material on our behalf. daa may also compile and report aggregate statistics about members in terms of usage patterns to help daa measure and improve members' travel and shopping experience. Any such statistics will not include any personally identifying information. Personal information that you provide to us may also be used by us (or third parties selected by us) to inform you of benefits, products or services which may be of interest to you. Such marketing may be carried out by e-mail, SMS text message or post. Any such marketing will contain an unsubscribe clause. To amend your marketing preferences, please contact us

- at <u>airportclub@dublinairport.com</u>. You have the right, subject to certain exemptions, to obtain a copy of any personal data daa holds about you and to correct any inaccuracies in such data. If you wish to avail of any of these rights, please contact us at: <u>airportclub@dublinairport.com</u>. Your request will be dealt with as soon as possible and in any event within 40 days.
- 13. **Acts or causes beyond our control:** daa shall not be liable for any loss suffered by any person or be deemed to be in default for any delays or failures in performance under these Terms and Conditions resulting from acts or causes beyond the reasonable control of daa.
- 14. **Unenforceable provisions:** If, at any time, any provision of these Terms and Conditions (or any part of a provision) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of these Terms and Conditions (including the remainder of a provision where only part of it is or has become illegal, invalid or unenforceable).
- 15. **Variations**: daa reserves the right to vary these Terms and Conditions, the categories of membership which are available and the benefits and fees which apply to any category of membership at any time. Variations will be notified to members on the daa website and by email to the email address provided by you to daa. By continuing to be a member of the Club following the effective date of any variations to these Terms and Conditions, the categories of membership which are available or the benefits and fees which apply to any category of membership, you will be deemed to have accepted such variations.
- 16. **Entire Agreement:** These Terms and Conditions and your application form contain the entire agreement between you and daa in relation to the subject matter of these Terms and Conditions.
- 17. **Governing Law**: These Terms and Conditions shall be governed by and construed in accordance with Irish law and any disputes arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the Irish Courts.
- 18. Car Parking Terms and Conditions of Use.

Green Card

Express Red Long Term Car Park

Terms & Conditions

- For use in the Express Long Term RED car park only. Use of the car parks at Dublin Airport is at all times subject to the terms and conditions of use which are posted at the entrance to each car park and reproduced here for ease of reference: Parking Conditions and Disclaimer
- Vehicles are left in this car park at any time at the owner's sole risk in all respects
- The Dublin Airport Authority nor any of its servants or agents accept liability for any accident, loss or damage to persons, vehicles, accessories or contents however caused
- The placing of a vehicle in the car park shall be deemed to be an unqualified acceptance of these conditions and also the Airport Byelaws
- The user must comply with all parking regulations laid down by daa and with the Airport by laws. Any vehicle parked in contravention of byelaws may be removed and impounded or clamped.
- Vehicles not claimed within three months may, in the absence of special arrangements with the Dublin Airport Authority be sold to defray expenses

Silver Card

Short Term Car Park

Terms & Conditions

- For use in the public areas of Terminal 1 Short Term C, Short Term A and Terminal 2 Short Term only.
- Use of the car parks at Dublin Airport is at all times subject to the terms and conditions of use which are posted at the entrance to each car park and reproduced here for ease of reference: Parking Conditions and Disclaimer
- Vehicles are left in this car park at any time at the owner's sole risk in all respects
- The Dublin Airport Authority nor any of its servants or agents accept liability for any accident, loss or damage to persons, vehicles, accessories or contents however caused
- The placing of a vehicle in the car park shall be deemed to be an unqualified acceptance of these conditions and also the Airport Byelaws
- The user must comply with all parking regulations laid down by daa and with the Airport by laws. Any vehicle parked in contravention of byelaws may be removed and impounded or clamped.
- Vehicles not claimed within three months may, in the absence of special arrangements with the Dublin Airport Authority be sold to defray expenses

Gold Card

Executive car park

Terms & Conditions

- For use in the Executive car park in Terminal 1 and Terminal 2 only.
- Use of the car parks at Dublin Airport is at all times subject to the terms and conditions of use which are posted at the entrance to each car park and reproduced here for ease of reference: Parking Conditions and Disclaimer
- If an Airport Club Gold member is traveling through Platinum Services at Dublin Airport, car parking in the Platinum Services car park is included as part of their Gold membership. Car park use and the use of Platinum Services must occur on the same dates, times and for the same flight
- Vehicles are left in this car park at any time at the owner's sole risk in all respects
- The Dublin Airport Authority nor any of its servants or agents accept liability for any accident, loss or damage to persons, vehicles, accessories or contents however caused
- The placing of a vehicle in the car park shall be deemed to be an unqualified acceptance of these conditions and also the Airport Byelaws
- The user must comply with all parking regulations laid down by daa and with the Airport by laws. Any vehicle parked in contravention of byelaws may be removed and impounded or clamped.
- Vehicles not claimed within three months may, in the absence of special arrangements with the Dublin Airport Authority be sold to defray expenses

Car Parks Administration Office, DAA, PO Box 628, Shannon, Co. Clare. Tel 00 353 61 712493

The promoter of the daa Airport Club is: Dublin Airport Authority plc, Commercial Department, 3rd Floor, Cloghran House, Dublin Airport, Co Dublin, Ireland