



TAP AIRPORTUGAL

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. When passengers access the mobile check-in via <http://www.flytap.com>, they may receive a price quotation to make the Upgrade.
4. 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 36 (thirty-six) 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.
9. Plusgrade is not applicable in group bookings.

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 (or on the TAP Miles&Go Account, if the payment is to be made with miles).

c. The total amount charged will include the amount of the bid placed by the passenger and all applicable fares and fees.

d. The passenger must have sufficient funds to pay for the upgrade, regardless of whether the payment method is miles or cash.

e. 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.

f. 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.

g. If the passenger is a TAP Miles&Go 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 moment TAP Air Portugal accepts the passenger's Offer and charges the amount on the credit card or makes a deduction from the miles balance, 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. If the refund is approved by TAP, the refund amount will always correspond to the amount of the offer accepted and 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 their ticket, TAP Air Portugal has no obligation to assign them a seat in a class of service higher than that for which the original ticket was purchased (and which was the subject of an upgrade offer), unless the passenger makes payment for the upgrade in accordance with the standard flights change policies or in accordance with the policies and conditions associated with the fare class of their original ticket.

4. The provisions of article 10.2 of Regulation (EC) no. 261/2004 of 11 February 2004 do not apply to the reimbursements provided for here (which concerns the placement of the passenger, by the air carrier, in a class lower than that for which the ticket was purchased).

e) Other provisions

1. Regarding the use of the Plusgrade functionality, TAP Air Portugal reserves the right to modify the rules applicable to it, if and when it deems necessary, at any time and without prior notice. The use of the Plusgrade functionality implies the acceptance of these conditions. TAP is not responsible for any failure of the Plusgrade functionality, the impossibility to use this functionality or its cancellation.

2. All passengers agree to be contacted by TAP for future marketing purposes through the email associated with their booking.

3. Protection of personal data:

a. TAP respects the privacy of its passengers and is committed to using the Plusgrade functionality in a transparent manner and in strict compliance with their rights, freedoms and fundamental guarantees.

b. The provision of personal data implies that passengers accept that TAP may use such data to validate their participation in this service. c. The data is stored on servers with controlled access and password protection.