

TERMS AND CONDITIONS OF THE PARTICIPATION IN THE FLYING BLUE GIVES TRANSFER PROMOTION

These Terms and Conditions of the promotion (hereinafter referred to as the Promotion) are prepared in accordance with the legal requirements of the Russian Federation, including Federal Law No. 38-FZ, dated 13 March 2006, "On advertising"; Federal Law No. 152-FZ, dated 27 July 2006, "On personal data"; and the General Data Protection Regulation (EC Regulation 2016/679).

1. GENERAL CONDITIONS

1.1. The Promoter of the Promotion is KLM Royal Dutch Airlines Public Limited Liability Company (Koninklijke Luchtvaart Maatschappij N.V./KLM Royal Dutch Airlines, Amsterdamseweg 55, 1182 GP Amstelveen, Netherlands, Registration No. 33014286).

The Promotional Partner is Yandex.Taxi LLC, OGRN code 5157746192731, address: 82 Sadovnicheskaya Street, Stroenie 2, Room 916, Moscow, 115035.

The participation in this Competition shall mean acceptance of these Terms and Conditions.

1.2. The entire period of the Promotion: from 8 October 2019 to 31 December 2019.

1.3. The Promotion shall be carried out in the territory of the Russian Federation in Moscow and St. Petersburg.

1.4. The participation in the Promotion shall be free of charge.

1.5. Any legally capable person, who is aged 18, is a citizen of the Russian Federation and resides permanently (registered at his/her place of residence) in the Russian Federation, may become a participant of the Promotion (hereinafter referred to as the "Participant").

1.6. Members of the Flying Blue Frequent Flyer programme with a valid account may become the Participants of the Promotion.

1.7. The Promotion is not a lottery or other risk based game. The Promotion is not random (chance) based, it shall be carried out according to these Rules.

1.8. Participation in the Promotion means that the Participant has read and consented to its Rules.

2. TERMS

Promotional Code is a series of characters, subject to activation of which and compliance with other conditions for the use of the Promotional Code, the Participant will obtain a discount.

Personal Data is any information that directly or indirectly relates to a personal data subject (the Participant of the Promotion).

Yandex.Taxi application is a mobile application owned by Yandex.Taxi LLC, available in the AppStore and Google Play app stores.

3. TERMS AND CONDITIONS OF THE PARTICIPATION IN THE PROMOTION

3.1. Participants will receive an informational email containing a link to the Promotion's Website.

3.2. Elite Plus members of the Air France and KLM Frequent Flyer programme shall be eligible to participate in the Promotion.

3.3. The Participant shall fill out a form on the Promotion's Website, providing the Promoter, inter alia, with a mobile phone number and a valid member's account of the Flying Blue Frequent Flyer programme. The mobile phone number will be transferred to the Promotional Partner.

3.4. To receive the Prize, the Participant shall download Yandex.Taxi app to his/her smartphone during the period of the Promotion, register as a user and link his or her bank card. The Participant can download the app from the Google Play and App Store 0+ mobile app stores.

3.5. The Participant, who has complied with the conditions of paragraphs 3.1.-3.4. will receive a promotional code for a discount of 2,000 roubles for 1 trip at Business rate to Moscow and St. Petersburg from 8 October 2019 to 31 December 2019 (hereinafter referred to as the Promotional Code). The purchase shall be made through the Yandex.Taxi mobile app indicating a cashless payment method.

3.6. The Participants will receive Promotional Codes by push notifications from the Yandex.Taxi app within 10 calendar days after their application on the Promotion's Website.

3.7. If the cost of the trip exceeds 2,000 roubles, the Participant shall pay the balance amount by credit card.

3.8. The Promotional Code may be used only once.

3.9. All Participants of the Promotion shall independently bear costs associated with their participation in the Promotion (including, but not limited to, Internet and phone expenses). Calls and SMS messages shall be charged according to the rates of a communications service provider that renders the communication services.

3.10. The Promotional Code will be activated automatically in the Yandex.Taxi app, when the Participant purchases a trip subject to the Terms and Conditions of the Promotion. Trips at the Business rate from Moscow to Sheremetyevo Airport and back and from St. Petersburg to Pulkovo Airport and back shall be subject to the Terms and Conditions of the Promotion.

3.11. The discount may apply only for cashless payment, that is, when the transportation services are paid for by cashless payment using a linked bank card in the Yandex.Taxi mobile app.

3.12. The Promotional Code will become invalid after the expiration of the Promotion.

3.13. The use of the Promotional Code may not be available for technical reasons, if the User fails to update the Yandex.Taxi mobile app to the latest available version and/or for other reasons. The discount on the Promotional Code, subject to the use of cashless payment for a trip, may not be available, if the payment method is changed to cash payment and if/or the payment method will be changed back to cashless payment later. If the Participant cannot activate the Promotional Code, he/she shall contact the support service- support@taxi.yandex.ru. More details: taxi.yandex.ru/promocode.

3.14. Activation of the Promotional Code shall mean the Participant's consent to the Terms and Conditions for Promotional Codes published at taxi.yandex.ru/promocode.

4. PRIZES

4.1. The prize fund of the Promotion is limited.

4.2. The Prize fund will be evenly distributed among all Participants of the Promotion, who have fulfilled the conditions of sections 1 and 3 hereof.

4.3. The Participant can use the Promotional Code, only if making a purchase in the cities of the Promotion: **Moscow or St. Petersburg**.

4.4. Failure by the Participant to fulfil one or more of the actions specified in sections 1 and 3 hereof or other requirements in compliance herewith shall be deemed the Participant's refusal to receive the Prize. The Participant of the Promotion shall not have the right to demand replacement of the Promotional Code with a cash equivalent.

4.5. The discount will be debited in full after the Promotional Code is activated and the trip is made. The unused discount amount will be cancelled, if the cost of the trip is less than 2,000 roubles.

5. PERSONAL DATA

5.1. The information specified in paragraph 3.3 shall be transferred by the Participant to the Promoter voluntarily for the Promotion's purposes.

5.2. The Participants of the Promotion shall provide correct and trustworthy data. The Participants shall understand and consent that the data, specified by them for the participation in the Promotion, will be processed by the Promoter and consent to this processing by accepting these Terms and Conditions.

5.3. The Promoter shall comply with the following rules and provide the Participant with the following guarantees regarding the handling of data that is the personal data of the Participant:

5.3.1 process the personal data in accordance with the legislation of the Russian Federation and the General Data Protection Regulation (EC Regulation 2016/679);

5.3.2 process the personal data only for the purposes and within the scope of the Promotion;

5.3.3 if the Promoter, in order to fulfil its obligations to the Participants of the Promotion, is obliged to transfer or otherwise disclose personal data of the personal data subjects to third parties, carry out these actions in compliance with the requirements of the legislation of the Russian Federation and European legislation.

5.4. The actual participation in the Promotion in accordance with these Terms and Conditions shall confirm the Participant's consent to these Terms and Conditions, which shall also be a specific, voluntary and informed consent of the Participant to the processing of his/her personal data in the ways, necessary for the Promotion's purposes. In these Terms and Conditions, the processing of personal data shall mean collection, systematization, accumulation, storage, use, distribution, clarification (update, change), transfer (distribution, provision, access), blockage and destruction of personal data of the Participants of the Promotion for the Promotion's purposes.

These Terms and Conditions shall provide for cross-border transfer of personal data (transfer of personal data to a territory of a foreign country) to third parties in order to fulfil purposes specified herein, including in cases, when data centres are located in a territory of a foreign country.

The transfer of personal data for the purposes of these Terms and Conditions shall mean transfer of personal data of the Participants to the Promotional Partner for the purpose of farther transfer of the Prize to be provided by the Promotional Partner.

5.5. The consent to the processing of personal data specified in this paragraph shall be valid for the entire period of the Promotion and for 5 (five) years after its expiration.

5.6. The provision by the Participant of untrustworthy/incorrect data shall relieve the Promoter from the obligation to transfer the Prizes to the Participants of the Promotion, who failed to indicate their personal data, or indicated untrustworthy/incorrect data, or failed to provide written consent to the processing of personal data in accordance herewith.

5.7. The Participant of the Promotion or another personal data subject, whose personal data has been provided to the Promoter and/or the Promotional Partner, shall have the right to withdraw his/her consent to the processing of his/her personal data at any time by sending an appropriate notification by registered letter with acknowledgement of receipt to the Promoter or the Promotional Partner.

5.8. The Participants of the Promotion shall have other rights as personal data subjects (representatives of the personal data subjects) provided for by Federal Law No. 152-FZ, dated 27 July 2006, "On personal data" and the General Data Protection Regulation (EC Regulation 2016/679).

5.9. A withdrawal of consent to the processing of personal data by the Participant, whose personal data were provided to the Promoter or the Promotional Partner, will automatically result in a withdrawal of the Participant from the participation in this Promotion and make it impossible for him/her to receive the Promotion's Prize. After receiving a notification from the Participant and/or other personal data subject, whose personal data was provided to the Promoter or the Promotional Partner, about the withdrawal of consent to the processing of personal data, the Promoter or the Partner shall cancel their processing and ensure cancellation of their processing, including if the personal data is no longer required for the purposes of processing personal data, destroy the personal data or ensure their destruction (if the processing of personal data is carried out by another person acting on behalf of the Promoter or Partner) within 90 (ninety) days from the date of receipt of the withdrawal specified, with the exception of cases when the Promoter or the Partner has the right to process personal data without consent of the personal data subject on the grounds provided for by the Law "On personal data" or other federal laws.

6. OTHER CONDITIONS

6.1. The decisions of the Promoter on all issues related to the Promotion will be considered final and apply to all Participants.

6.2. The Promoter shall reserve the right not to enter into correspondence with or to contact the Participants of the Promotion, except as otherwise provided herein.

6.3. The Promoter shall not be responsible for:

- the provision by the Participants of incomplete/incorrect contact and other data in accordance herewith;
- errors/failures in data transfer via the Internet due to the fault of communication companies, as a result of technical problems and/or Internet fraud, and/or communication channels used during the Promotion, as well as for other reasons beyond the Promoter's control;
- failure to perform/untimely performance by the Participants of their duties hereunder.

6.4. The Promoter shall have the right to change the Rules of the Promotion at its sole discretion.

If the Participants have any questions, they can contact the Promoter by e-mail mail.contest.russia@airfrance.fr