

General Conditions of Resale

1. Introduction

- These general conditions ("**General Conditions**") govern any resale request ("**Resale Request(s)**") made by you as a passenger ("**Passenger**") to TRANSAVIA France, a simplified joint-stock company (SASU) whose registered office is located at 7 Avenue de l'Union, 94310 Orly, registered under number 492 791 306 with the Créteil Trade and Companies Register ("**Company**") via the Seat Resale Service (the "**Seat Resale Service**") for a flight reservation initially purchased from the Company (a "Reservation").
- The terms "**we**", "**us**", "**our**" refer to the Company and "**you**", "**your**" refer to the Passenger.
- Please read these General Conditions carefully before accessing or using the Seat Resale Service.
- We may modify, update, or replace these General Conditions from time to time. These modifications will not affect Resale Requests already accepted.
- We reserve the right to suspend the Seat Resale Service at any time. However, this will not affect Resale Requests that have been accepted or are in progress before the suspension of the Seat Resale Service.
- These General Conditions must be read in conjunction with our General Conditions of Carriage and our Privacy Policy (available at <https://www.transavia.com/en-UK/conditions/privacy/>).
- By making a Resale Request, you confirm that you have read and understood these General Conditions and agree to be bound by them.

2. Service eligibility criteria

- **Passenger Eligibility:** A Resale Request may be submitted by Passengers over 2 years of age who have purchased a ticket from the Company or from any entity or person authorized by the Company ("**Authorized Agent**"). Passengers travelling under a group reservation or benefiting from special fares are not eligible. The Passenger submitting the Resale Request is deemed to have the authority to act on behalf of all Passengers included in the Reservation.
- **Reservation eligibility:** A Resale Request may be submitted if your Reservation is eligible and open for resale. Your Reservation is eligible when:
 - It is operated by the Company (interline and codeshare flights are not eligible);
 - It was made at least 72 hours ago;
 - It has been fully paid;
 - It is non-refundable, partially refundable, or refundable with cancellation fees;
 - It is non-changeable free of charge until the departure day;
 - Your Resale Request is made at least 12 hours before the scheduled departure time;
 - Your ticket was not booked using Flying Blue miles;
 - You are not checked in for the flight you wish to resell.
- **Service eligibility:** The availability of the Seat Resale Service may, at our sole discretion, depend on the following considerations:
 - The Seat Resale Service may not be offered on certain flights for operational safety or security reasons.
 - The Seat Resale Service may not be available for Reservations made through certain agencies or points of sale.

- The availability of the Seat Resale Service is at our discretion, mainly depending on the timing of the Resale Request in relation to the flight departure and the aircraft's capacity and occupancy.
- Resale Requests may only be submitted on the resale page at resale.transavia.com.

3. Resale Process

3.1 Specific Resale Conditions

- Resale Requests may concern the entire Passenger Name Record ("PNR") or one of the flights in the PNR.
- Resale Requests cannot be submitted for part of the passengers in the PNR.
- Once your Resale Request is confirmed:
 - You may withdraw and cancel your request as long as one of the flights in your PNR has not been resold.
 - You waive all rights related to the Reservation, in particular the right to travel on the flight covered by your Resale Request and the right to any consequences of changes that may occur to your Reservation (e.g., compensation in case of delay or cancellation).
- Resale does not involve a contract transfer to a third party. In the event of a successful resale, the initial reservation is cancelled, and the seat is returned to the inventory.

3.2 Resale procedure

- To proceed with resale, the Passenger must:
 - Access the resale platform via resale.transavia.com or via their MyTransavia space;
 - Enter information related to the reservation: name of a passenger, booking reference, date of a flight in the reservation;
 - Select the flight(s) they wish to resell;
 - Confirm the request by accepting these General Conditions and the Privacy Policy;
 - If the flight is already eligible, the flight of the passenger(s) will be directly resold. Otherwise, the passenger will receive a resale request confirmation. Once the flight is resold, the passenger will receive a resale confirmation email.
 - In the case of a successful resale, the passenger(s) will receive compensation as described in Article 4.
 - If the resale fails, the passenger will be informed by email, and no compensation will be granted.
 - As long as the resale has not been completed, the passenger may cancel the request in the "Manage a resale" section of the resale platform.

4. Compensation

- Compensation related to your Resale Request is not guaranteed as we cannot ensure that your resale will be successful. No right to refund or compensation can be invoked without an explicit confirmation from the Company.
- Before confirming your Resale Request, we will specify the **type of compensation** you will receive in case of a successful resale, whether in points, miles, vouchers, credits, or any other form of compensation ("**Compensation**").
- The amount of Compensation will be determined by us and communicated to you before you confirm the Resale Request.

- Additional services exclusively linked to the flight (e.g. checked baggage, cabin baggage, seat selection, animal transport) are included in the resale; therefore, the price of these services will be included in the Compensation calculation.
- Compensation confirmation is sent by email and will result in a refund to the payment method (credit card) used during the initial purchase.

5. Contact and claims

- If you have general claims or wish to request additional information regarding your Resale Request or the Seat Resale Service, we invite you to contact Transavia's Customer Service.

6. Liability

- We provide the Seat Resale Service solely for your domestic and private use. If you use the Seat Resale Service for commercial or professional purposes, we shall not be liable for any business losses, business interruptions, or loss of business opportunities and these General Conditions shall not apply.
- We use all reasonable efforts (best-efforts obligation) to ensure access to the Seat Resale Service. We shall not be held liable for any force majeure event resulting in network or server malfunction. We shall not be liable for any indirect damage, including but not limited to loss of use, data, or other intangible losses resulting from the use or inability to use the Seat Resale Service.
- Any use of the Seat Resale Service for speculative or fraudulent purposes will result in the cancellation of the Reservation and may lead to prosecution.
- We do not exclude or limit our liability where it would be unlawful to do so.

7. Personal data

In the context of using the Seat Resale Service, Transavia France processes some of your personal data, including your identity (surname, first name), reservation (itinerary, price), and contact details (email address), for the purpose of managing your Resale Request and, where applicable, processing the Compensation.

These processing operations are based on the contractual performance of the relationship between the Passenger and the Company, in accordance with Article 6.1.b of Regulation (EU) 2016/679 (GDPR).

Your data is retained for the time necessary to process your Resale Request and may be shared with service providers and subcontractors acting on behalf of Transavia France, under the conditions set out in our Privacy Policy.

For more information on your rights of access, rectification, objection, and erasure, or to file a complaint, please refer to our Privacy Policy at the following address: <https://www.transavia.com/en-UK/conditions/privacy/>

8. Governing law and disputes

These General Conditions shall be governed by French law. This means that any issues or disputes arising from or related to these General Conditions (including non-contractual disputes or claims) shall be governed by French law. You may bring legal proceedings before the French courts.

In accordance with the provisions of the French Consumer Code, any dispute relating to the execution or interpretation of these General Conditions of Resale may first be submitted to our Customer Service.

If no amicable solution is found within sixty (60) days of receipt of the complaint, you may contact the competent mediator for the air transport sector free of charge: MTV Médiation Tourisme Voyage www.mtv.travel – mediation available in French only.

If you reside in a European Union country, you may also use the Online Dispute Resolution (ODR) platform provided by the European Commission: <http://ec.europa.eu/odr>. Finally, if you are a national of a European Union Member State, you may contact the European Consumer Centre (ECC) for assistance: <https://www.europe-consommateurs.eu/une-question-une-reclamation.html>.