

## **KM Malta Airlines – Business Upgrade (Plusgrade) Terms & Conditions**

The following terms and conditions ("Terms and Conditions") shall apply to an offer ("Offer") made by you ("you") to KMMA Malta Airlines ("KMMA") to upgrade from the Economy Class ticket purchased by you for travel on KMMA to a Business Class ticket on that same flight ("Upgrade"). Offers can only be made on selected flights operated by KMMA (at its sole discretion) on condition that you possess a valid and issued KM Malta Airlines Economy Class ticket for the concerned flight.

Upgrades shall not apply to code shared flights or flights operated by other airlines. The Offer shall apply solely to the single flight sector (i.e. one way) to which it is made and not in respect of additional flight sectors within the same itinerary.

1. All persons who submit an Offer must have reached the legal age of majority in their country of residence at the time their Offer is submitted. The parents of underage passengers and/or the adult responsible for such passengers may obtain an upgrade on their behalf. You shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included in the Offer to these Terms and Conditions.
2. An Offer, when submitted by you in association with a booking made with KMMA, whether made directly with KMMA or indirectly through other means, and presented to KMMA, shall entitle the person or persons named in the Offer, subject to these Terms and Conditions, to be considered for an Upgrade. If more than one passenger exists in the original flight booking, the upgrade offer shall apply individually to each passenger in that original booking. The offered amount will, accordingly, be multiplied by the number of persons included in the original flight booking. Prior to submitting your credit card details you will see the total amount for the upgrade. Your submission of an Offer constitutes a contractually firm and binding offer which KMMA is entitled to either decline or accept.
3. Persons may only submit one Offer per flight which corresponds to the purchased ticket issued on KM Malta Airlines documentation and offers must always be made and paid for by using a credit card.
4. KM Malta Airlines is under no obligation to accept your Offer, and it makes no representation that you or any passenger will be upgraded. The acceptance of any Offer is at the sole discretion of KMMA.
5. By submitting an Offer, you agree that your Offer will remain open for acceptance by KMMA at any time up to 24 hours prior to the scheduled flight departure time. You may revise or cancel your Offer for as long as your Offer has not already been accepted by KMMA. Once your offer is accepted by KMMA, you are legally bound to complete payment for the price stated in your final Offer and you shall not be entitled to withdraw from your Upgrade, except and to the extent as described in these Terms and Conditions.

6. There will be no refunds, credits, or exchanges once your bid Offer has been accepted or Instant Upgrade payment received by KMMA, except under the following conditions:

- The flight for which your Offer was accepted and on which you were upgraded is cancelled.
- The flight for which your Offer was accepted and in respect of which you were upgraded is cancelled, and KMMA re-accommodates you on another flight but in the class of service of your original booking.
- Your Offer was accepted, and you were given an Upgrade, but you were not able to be seated in the upgraded class of service for reasons attributable to KMMA, including, but not limited to, a change in equipment, a delay in the connecting flight that resulted in your missing the connection on which you were upgraded. No refund is applicable where your offer was accepted but an Upgrade was not granted for reasons attributable to your own actions.

For the avoidance of any doubt, if the refund is approved, the amount paid for the Upgrade will be refunded to the payment card that was used to pay for the Upgrade.

7. Should refunds be approved, they will be processed in the currency in which the Upgrade amount was charged. Such refunds will be limited to the amount charged by KM Malta Airlines for the upgrade and no bank related charges will be refunded by KMMA.
8. KMMA does not guarantee specific seat assignments to passengers whose Offers are accepted and who are upgraded.
9. The amount of Baggage you may carry with you is the same as the Business Value Fare. Access to lounge is not included in the upgrade. More information about entitlement can be found on <https://kmmaltairlines.com/en/flight-extras/plusgrade>>
10. In the event that your Offer is accepted, and your credit card is charged the Offer amount but the Upgrade is not provided, you shall be entitled to apply for a refund. Your request must include the original boarding pass for the flight in question. If you are not able to provide the original boarding pass for the flight in dispute, KMMA is under no obligation to refund you for the amount you paid for the Upgrade.
11. If you cancel or miss your flight in respect to which the Upgrade applies through no fault of KMMA, or an Upgrade is not granted for reasons attributable to your own actions, no refund of the Upgrade fee shall be issued by KMMA.
12. KM Malta Airlines reserves the right to modify and otherwise change these Terms and Conditions at its own discretion. Except as provided for in the preceding sentence, no amendment, modification or waiver to these Terms and Conditions shall be binding on KMMA unless made in writing and signed by an authorized officer of KMMA. By submitting an Offer, you accept all of the terms and conditions of the Business Class Upgrade.
13. These terms and conditions should be read in conjunction with the KM Malta Airlines Conditions of Carriage which are available on [kmmaltairlines.com/en/legal-and-policies](https://kmmaltairlines.com/en/legal-and-policies).