

## **TURKISH AIRLINES**

### **GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE**

By purchasing a Ticket from the Carrier, the Passenger agrees and undertakes to be a party to the contract of carriage, to be bound by the rules and regulations contained in the Ticket and attachments thereto, including the following rules and regulations as contained in the present General Conditions of Carriage of Passengers and Baggage, to duly observe the Passenger's obligations arising out of the contract of carriage, and to comply with all the other provisions and conditions, especially the Conditions of Carriage as published by the Carrier. In the event of any inconsistency between the present General Conditions of Carriage of Passengers and Baggage and the Conditions of Carriage, the present General Conditions of Carriage of Passengers and Baggage shall prevail, unless otherwise stated.

#### **ARTICLE 1 DEFINITIONS**

"BAGGAGE" means the personal belongings of the Passenger. Unless expressly stated otherwise, the definition of Baggage refers to Checked Baggage and Carry-on Baggage.

"BAGGAGE COUPON" is the part pertaining to the Checked Baggage carried, which contains information such as the quantity and the weight of Baggage. If the Baggage weight is not entered into the Baggage Coupon, it is deemed that the total weight of Checked Baggage does not exceed the Free Baggage Allowance in accordance with the relevant class of service as stipulated in the Conditions of Carriages.

"BAGGAGE IDENTIFICATION TAG" means a document issued by the Carrier for identification of the Checked Baggage and delivered to the Passenger.

"CONJUNCTION TICKET" means a Ticket issued in conjunction with another Ticket, which constitutes a single contract of carriage in combination with such Ticket.

"TICKET" or "ELECTRONIC TICKET/ E-TICKET" is a document issued by the Carrier or the Authorized Agent, which contains the Flight and Passenger information enabling the Passenger and the Passenger's Baggage to be carried and any warnings in relation with such carriage, or a corresponding document issued electronically and transmitted to the Passenger electronically. Any references to the Ticket in the present General Conditions of Carriage of Passengers and Baggage shall be inclusive of the Electronic Ticket as well.

"STOPPING POINT" means a place for layover for less than 24 hours as shown on the Ticket or as specified in the Passenger's itinerary, excluding the Passenger's place of departure and destination, as previously accepted by the Carrier.

"CARRY-ON BAGGAGE" means the Baggage carried free of charge in the Passenger cabin subject to the responsibility of the Passenger, with the weight and dimensions conforming with the rules as contained in the Ticket.

"E-TICKET RECEIPT" means a document issued by the Carrier or the Carrier's Authorized Agent in the electronic reservation system, containing a summary of the Ticket information saved, which must be kept by the Passenger for the duration of the flight in order to be produced whenever requested.

"CHECKED BAGGAGE" means the Baggage that has been handed over to the Carrier for carriage in the Baggage cargo compartment, for which the Baggage Identification Tag and Baggage Coupon are available.

"CODESHARE FLIGHT" means a flight operated by the Carrier or by one or more Carriers, with whom the Carrier has an agreement, for which the Passenger has purchased a Ticket. In case a flight of one of the Carrier's codeshare partners is preferred, the Passenger must take into account that the Carrier operating such flight may have contractual terms that differ from the present General Conditions of Carriage of Passengers and Baggage, in particular with regard to the matters as given in clause 2.4.

"CONVENTION" may mean any of the following:

- Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929,
- The Hague Protocol to amend the Warsaw Convention of 28 September 1955
- Montreal Protocol No. 4 to amend the Warsaw Convention

(Hereinafter to be collectively referred to as the Warsaw Convention.)

- Convention for the Unification of Certain Rules for International Carriage by Air done on 28 May 1999 and subsequent protocols amending the same (hereinafter referred to as the Montreal Convention)

"SDR" means Special Drawing Rights and it is an international reserve currency created by the International Monetary Fund.

"STOPOVER" means Stopovers allowing the Passenger to pause journeying for 24 hours or more between the place of departure and the final destination as scheduled, subject to the Conditions of Carriage and instructions of the competent authorities, which will be shown on the Ticket or specified in the Passenger's itinerary.

"CARRIER" means each air Carrier that issues the Ticket or carries or undertakes to carry the Passenger and/or the Passenger's Baggage.

"CONDITIONS OF CARRIAGE" means the rules published or established by the Carrier, governing the carriage of Passengers and/or the Baggage, as applicable at the time of issue of the Ticket, including the fare tariffs in force, with the exclusion of the General Conditions of Carriage of Passengers and Baggage herein.

"FLIGHT COUPON" means the paper document indicating the specific points, where the Passenger shall be carried, or the electronic record of passenger reservation entry, which must be in the Carrier's reservation database so that the Passenger may be carried on a particular flight.

"AUTHORIZED AGENT" is an agent engaging in the sale of carriage services to represent the Carrier in relation with the sale of Passenger carriage services by air of the Carrier and, if appropriately authorized to do so, of other Carriers.

"PASSENGER" means the natural persons that the Carrier carries or will carry on board by virtue of a Ticket duly issued with the consent of the Carrier, other than the flight personnel who control and operate the Aircraft.

## **ARTICLE 2**

### **SCOPE**

#### **2.1 GENERAL**

For all the flights, for which the Passenger purchases a Ticket, the Passenger is bound by the conditions on the Ticket, the present General Conditions of Carriage of Passengers and Baggage as well as any and all rules and regulations published by the Carrier, especially including the Conditions of Carriage.

The Carrier reserves the right to unilaterally amend the General Conditions of Carriage, the Ticket and the Conditions of Carriage as well as any other term related to carriage.

#### **2.2 U.S. AND CANADIAN SHIPMENTS**

##### **2.2.1 CARRIAGE TO/FROM CANADA/USA**

The Conditions herein shall be applicable for carriage between the points inside Canada/the USA or to or from a point in Canada/the USA to the extent that they are in parallel with the regulations in force in Canada/the USA.

##### **2.2.2 CARRIAGE TO OR FROM THE U.S.**

The terms herein shall not be applicable for air carriage subject to the U.S. Federal Aviation Act of 1958.

#### **2.3 PRIVATE PASSENGER AIRCRAFT CHARTERS**

If the carriage takes place under a charter agreement, the conditions of the agreement for the charter of a private passenger aircraft shall prevail over the conditions contained herein. For carriage of baggage, the general conditions of baggage carriage as applicable for scheduled flights shall apply, unless stated otherwise in the charter agreement for a private passenger aircraft.

## **2.4 CODESHARE FLIGHT**

In the event that a flight of one of the Carrier's codeshare partners is preferred, the flight may be operated by a carrier other than the Carrier specified on the Ticket. As the terms of service of such carrier shall mandatorily apply with respect to the matters related to the operation of the flight if the flight is operated by another carrier, the contractual terms of the operating carrier that differ from the present General Conditions of Carriage of Passengers and Baggage shall apply with respect to such matters. For any such matters, the Passenger needs to refer to the codeshare agreements page or the operating Carrier's own website. Considering that there may be differences with respect to especially the minimum check-in times; eligibility for carriage of infants, unaccompanied minors, passengers, who need assistance, pregnant women or passengers with special health conditions; carriage of pets; rejected takeoff; supply of oxygen cylinders on board; denied boarding and related compensation; baggage delivery; free baggage allowance; and liability limitations for lost baggage; all general conditions of carriage of the carrier concerned must be checked by the Passenger and such rules must be complied with.

In the case of a reservation with the Carrier, which includes a flight operated by one or more carriers, the Passenger shall be informed about the identity of the carrier operating the flight at the time of the reservation; and in case the Carrier to operate a certain flight is not yet known at the time of the reservation or in case of any changes to occur after the reservation takes place, then the Passenger shall be informed by not later than the time, when it becomes clear which Carrier will operate the flight. If the reservation is made through a channel that is not under the direct control of the Carrier (e.g. travel agencies and websites other than the Carrier's own websites), then it is the responsibility of such travel agencies and website operators, who enter into a contract with the Passenger, to inform the Passenger about the Carrier to operate the flight and any changes thereto. For reservations involving a Code Share Flight, the passenger must provide the correct contact information at the time of reservation to enable such information to be provided later on.

## **2.5 OVERRIDING LAW**

Any terms as contained in or referred to in the present General Conditions of Carriage of Passengers and Baggage as well as the Conditions of Carriage shall apply to the extent that they are in conformity with the Constitution, international agreements, laws, decree laws, regulations and circulars in force. The invalidity of any of the terms contained in the General Conditions of Carriage of Passengers and Baggage and the Conditions of Carriage shall not affect the validity of the remaining terms.

## **ARTICLE 3**

### **TICKET**

#### **3.1 GENERAL PROVISIONS**

3.1.1 The Ticket is a presumption of the existence of a contract of carriage between the Carrier and the Passenger, whose name appears on the Ticket, until it is proven otherwise.

3.1.2 The carriage service shall be provided only to the Passenger named on the Ticket. The person purchasing the Ticket and/or the Passenger shall be responsible for ensuring that the Passenger identification information on the Ticket is correct. The Carrier reserves the right to check the Tickets and identity documents of the Passengers.

3.1.3 The Ticket, any rights attached thereto and any and all rights and obligations arising out of the contract of carriage between the Passenger and the Carrier are non-transferable. If a Ticket is presented by a person other than the person entitled to travel using it, the Carrier shall not be liable to the person entitled to travel using such Ticket if the Carrier carries the person who presented the Ticket in good faith.

3.1.4 The Carrier offers the Passengers Ticket categories divided into various fare classes. Different fare classes are granted different rights, entitlements and obligations. In this context, when purchasing a Ticket belonging to a particular fare class, the Passenger agrees and declares that the Passenger may only benefit from the rights and entitlements pertaining to such fare class, and may not benefit from the rights pertaining to higher wage classes. For example, the carriage of Baggage may be restricted for the fare class, to which the Passenger's Ticket belongs, or the Ticket may not be entitled to cancellation or change. The Passenger agrees to have purchased the Ticket by reviewing the rules for the fare class as provided to the Passenger. The conditions for refund and change of reservation for any such Ticket can be found in the fare conditions for the same.

## **3.2 VALIDITY PERIOD**

Unless stated otherwise in the present General Conditions of Carriage of Passengers and Baggage or the Conditions of Carriage or the Ticket, the Ticket is valid for one year starting from the commencement of the journey or from the date of issue in case no part of the Ticket has been used. Requests for refund, cancellation and change, which are not communicated within the validity period of the ticket, shall not be acceptable.

### **3.2.1 EXTENSION OF VALIDITY**

3.2.1.1 If the Passenger was not able to travel within the period of validity of the Ticket because the flight did not take place as the Carrier;

3.2.1.1 (a) cancelled a flight booked by the Passenger;

3.2.1.1 (b) cancelled carriage to the Passenger's place of departure or destination or Layover or Stopover;

3.2.1.1 (c) failed to operate the flight specified on the ticket,

3.2.1.1 (d) caused the Passenger to be unable to realize a transfer,

3.2.1.1 (e) introduced a different class of service,

3.2.1.1 (f) failed to provide the booked seat, then the period of validity of the Ticket shall be extended until the first flight of the Carrier, where it is possible to offer an available seat in the flight service class of the paid Ticket.

3.2.1.2 If the request of a Passenger with a Ticket for a reservation cannot be met by the Carrier within the validity period of the Ticket due to a lack of available space on the flight, the validity period of the Ticket shall be extended in accordance with these General Conditions of Carriage of Passengers and Baggage and the Conditions of Carriage.

3.2.1.3 If, within the validity period of the Ticket, the Passenger is unable to continue the journey due to an illness/a health condition that prevents the Passenger from flying after the start of the journey, the

Carrier shall extend the validity of the Ticket in respect of the remainder of the journey until the date on which the Passenger certifies readiness for the flight through a medical report or until the date of the first flight of the Carrier, for which an available seat can be provided in the class of service for that the Passenger has paid for. (However, there will be no extension unless such an extension has been agreed in advance by the Conditions of Carriage applicable to the fare paid by the Passenger.) If the Flight Coupons on the Ticket contain one or more Layover(s) or Stopover(s), the validity of such Ticket may not be extended for more than three months starting from the date as indicated on the medical report, subject to the Conditions of Carriage. In such cases, the Carrier shall also extend the validity period of the Tickets belonging to the immediate family members of the Passenger accompanying the Passenger, who needs assistance.

3.2.1.4 If the Passenger passes away during the journey, the Tickets of the persons accompanying the Passenger may be changed by waiving the condition for the shortest layover or by extending the validity period. If an immediate family member of a Passenger, who has started the journey, passes away, the Tickets of the Passenger and the Passenger's accompanying family members may be changed in the same way. Any such change shall be made immediately upon receipt of the valid death certificate, and such extension of validity may not exceed forty-five (45) days starting from the date of decease.

### **3.3 FLIGHT COUPON ORDER**

3.3.1 The Carrier shall accept Flight Coupons only in accordance with the order of places of departure as indicated on the Ticket.

3.3.2 Flight Coupons may only be used in the respective order. When the Coupons are not used in the respective order, the Ticket loses its validity and may not be used. For example, if the Passenger does not use the departure part of a Ticket issued for a round trip, then the Passenger will not be able to return using such Ticket.

3.3.3 Each Flight Coupon reservation shall be accepted for carriage according to the date printed on the coupon and the service class of the flight. If Flight Coupons are issued without a reservation entry, a reservation shall be provided upon the Passenger's application, subject to the relevant fare conditions and availability of space on the requested flight.

### **3.4 BUSINESS NAME AND ADDRESS OF THE CARRIER**

The business name of the carrier may be provided in abbreviated form on the Ticket. The departure airport provided in the "Carrier" field next to the first abbreviated business name of the Carrier on the Ticket shall be deemed to be the Carrier's address.

## **ARTICLE 4**

### **FARES & CHARGES**

#### **4.1 GENERAL**

The ticket fare is the consideration for carriage from the airport at the point of departure to the airport at the point of destination solely, excluding any additional service charges. Unless stated otherwise, the fare does not include ground transportation between airports and between the airport and city terminals and any expenses incurred by the Passenger after reaching the destination.

#### **4.2 APPLICABLE FARES**

Applicable fares are the fares advertised by or on behalf of the Carrier or those established in accordance with the Conditions of Carriage, even if they are not advertised. Subject to the Carrier's Rules and the instructions of the competent authorities, the applicable fare is the fare for the flight as of the date of commencement of carriage as provided for on the first Flight Coupon of the Ticket. If the collected fare is not the applicable fare, then the difference shall be paid by the Passenger on a case-by-case basis in accordance with the Conditions of Carriage.

#### **4.3 ROUTE**

Unless stipulated otherwise in the Conditions of Carriage, fares shall be charged only for the advertised routes. In case multiple routes are charged the same fare, the Passenger may select the route before the Ticket is issued.

#### **4.4 TAXES, LEVIES AND FEES**

Unless stipulated otherwise in the Ticket or the Conditions of Carriage, any taxes, levies or fees imposed by a competent authority or an airport operator in relation to the Passenger or on grounds of the Passenger's use of any service or facility shall be added on the advertised fares and expenses and shall be payable by the Passenger.

#### **4.5 EXCHANGE RATE**

Fares and charges may be paid in any currency that is acceptable to the Carrier. If the fare is paid in a currency other than the advertised currency, payment shall be made by the exchange rate as designated in the Ticket or the Conditions of Carriage. The Carrier may not be held responsible for any problems and claims allegedly caused by the method/means of payment used during the payment of the fare.

### **ARTICLE 5**

#### **RESERVATION**

## **5.1 REQUESTS FOR RESERVATION**

5.1.1 Requests for reservation shall not be confirmed unless they are entered as "accepted" by the Carrier or the Carrier's Authorized Agent.

5.1.2 It may be stipulated in the Conditions of Carriage or in the Ticket that the Ticket does not feature entitlement to change of reservation, cancellation or refund. By purchasing or reservation the Ticket, the person, who purchased or booked the same, agrees that the Ticket in question is not entitled to cancellation, refund or change. It will not be possible at a later stage to claim that the Ticket was inadvertently purchased without the entitlement to change, refund or cancellation. The Passenger shall be liable to pay an additional fee for the transactions that the Passenger wishes to perform on these Tickets.

## **5.2 TIME LIMITATION FOR TICKETING**

If the Passenger fails to pay the Ticket fare within the given Ticketing period, then the Carrier may cancel the reservation.

## **5.3 PERSONAL DATA**

Personal data of passengers are collected, processed and transferred by the Carrier for the purposes and the scope as specified in the Notice on the Protection and Processing of Personal Data (<https://www.turkishairlines.com/en-tr/legal-notice/privacy-policy/index.html>).

## **5.4 SEATING ON BOARD**

The Carrier does not undertake to allocate a specific seat on board. The Passenger accepts a seat that can be allocated to the Passenger on the flight according to the service class, for which the Ticket is issued. Even when a paid seat is selected, the Carrier reserves the right to change the Passenger's seat for security or operational reasons, before or even during the flight.

## **5.5 FAILURE TO USE THE BOOKED SEAT**

If the booked seat is not used, the Passenger may be charged a service fee in accordance with the Ticket or the Carrier's Rules.

## **5.6 CANCELED RESERVATION**

If the Passenger fails to make use of a reservation and to inform the Carrier, the Carrier may cancel or request the cancellation of any outbound or return reservation for the subsequent leg of the route. In such a case, the Passenger may not claim a refund or compensation from the Carrier.



## **ARTICLE 6**

### **CHECK-IN**

The time to be ready at the airport in advance of the flight time and the time that the boarding process varies for each airport. It is the passenger's responsibility to be at the airport on time in order to complete the boarding procedures within the given time. The Passenger must arrive at the place, where the Carrier has initiated the boarding procedures, and the boarding gate in advance, and must complete the boarding procedures within the designated minimum application time, and must have received the printed or mobile boarding pass in order to then apply at the boarding gate. It is not sufficient for the passenger to board just to have a printed or mobile boarding pass. If the Passenger arrives at the place, where the Carrier initiates the boarding procedures, and fails to receive the printed or mobile boarding pass within the minimum application period, or to apply to the boarding gate, or to produce the necessary documents for the journey, or if the Passenger is not ready for the journey, the Carrier cancels the seat reserved for the Passenger and denies boarding for the Passenger. The Carrier shall not be liable for any costs or damages arising out of the Passenger's failure to comply with the terms of this article.

## **ARTICLE 7**

### **LIMITATIONS AND REFUSAL OF CARRIAGE**

#### **i.1 THE RIGHT TO DENY BOARDING**

The Carrier has the right to deny boarding for the Passenger and the Passenger's baggage, and even if the Carrier has already accepted the Passenger and the Passenger's baggage, the Carrier shall still have the right to remove the Passenger and the Passenger's baggage from the plane:

- i on grounds of the reasons listed in articles 7 and 11 of these General Conditions of Carriage of Passengers and Baggage, or
- ii under the Secure Passenger Tracking System within the scope of the Conditions of Carriage or if the Passenger is included in the list of unruly passengers of the Carrier and Carrier's affiliate; or
- iii in order to comply with any legal requirements, to fulfill the orders and instructions of the competent authorities; or
- iv in order to take the necessary measures to prevent deterioration of the public order; to ensure safety and security; or
- v if the Passenger has previously behaved in a manner to disrupt the order during any flight of the Carrier, the Carrier's subsidiary or any other airlines; or
- vi in order to ensure flight safety, to duly observe national and international security measures, international sanctions, legal arrangements, export controls and actual practices of the country of departure and destination, and the countries, where any transfer or transit or layover/stopover shall take place, or the countries to be flown over/whose airspace shall be used, and the surrounding destinations; or

in any other case, where it is not reasonable to expect the Carrier to allow the passenger to board.

The Passenger may not claim any compensation from the Carrier because carriage did not take place.

The Passengers within this scope shall not be sold Tickets; and in cases, where the Ticket has been purchased despite the prohibition requiring denial of boarding, the Ticket shall be refunded, provided that the Ticket is valid and is duly issued, and the Passenger shall not be entitled to any further compensation.

Below are some cases, where the Carrier may exercise such discretion, provided for illustrative purposes only; and such authorization of the Carrier is not limited to the following:

7.1.1 If the Passenger has not paid the applicable fare or charges or any taxes due, or the payment transactions agreed between the Carrier and the Passenger (or the person paying for the Ticket) have not taken place;

7.1.2 The Ticket presented by the Passenger:

7.1.2.1 being illegally obtained or being purchased from a person other than the issuing Carrier or the Carrier's Authorized Agent;

7.1.2.2 being reported as stolen or lost;

7.1.2.3 being counterfeit;

7.1.2.4 having been altered or torn off by any person other than the Carrier or the Carrier's Authorized Agent (in which case the Carrier reserves the right to confiscate such a Ticket);

7.1.3 the person presenting the Ticket failing to prove to be the person named in the "Passenger's Name" section of the Ticket; the name of the Passenger on the Ticket not matching the name on the travel documents (passport, national identity card, etc.) and/or the Ticket and Baggage details not matching (in which case the Carrier reserves the right to confiscate such a Ticket);

7.1.4 The award Ticket submitted by the Passenger having been issued in violation of the Miles&Smiles program rules;

7.1.5 the Passenger having purchased Tickets repeatedly on unusual legs without providing reasonable grounds;

7.1.6 the Passenger having purchased Tickets for connecting flights with a very long waiting time without providing reasonable grounds;

7.1.7 the necessity to comply with any applicable laws, rules, orders of the countries of departure, arrival, transfer/transit, layover/stopover or the countries to be flown over/whose airspace shall be used and the surrounding destinations;

7.1.8 on grounds of the civil aviation security due to the Carrier's reasonable suspicion that the Passenger shall violate international borders/cause irregular migration, with the Passenger being unable to prove otherwise with a valid document;

7.1.9 if the Passenger's failure to comply with the Carrier's instructions necessitates such denial, or if the Passenger has violated the Carrier's instructions before or during a previous flight, or if there is a justifiable reason to believe that the Passenger shall violate the same, or if there are other reasons;

7.1.10 If the Passenger fails to answer questions of the Carrier or the personnel of the organizations serving the Carrier before or during boarding, does not fulfill requests for documents and information, and behaves in a disruptive manner; for example:

7.1.10.1 If the Passenger does not have the necessary documents for the journey, including but not limited to a passport and visa, or does not meet other requirements for entry into the country, or does not have a credit card or sufficient cash, depending on the relevant country of destination and the length of stay;

7.1.10.2 If there is a suspicion that the Passenger's passport or visa is forged or falsified;

7.1.10.3 If the information on the Passenger's passport and visa does not match other identification information or other travel documents, such as hotel reservations and invitation letters;

7.1.10.4 If the Passenger does not have documents such as visa, hotel reservation, etc., covering the ticketing route and/or surrounding destinations, or if the hotel reservations and travel dates do not match;

7.1.10.5 If the Passenger is unable to provide other required documents, or if the documentation presented is not considered sufficient to allow boarding, or if the Passenger is suspiciously unfamiliar with the information contained in the document provided;

7.1.10.6 If suspicion arises that the passenger may attempt to enter a country for the purpose of transiting/transferring through, and that a violation of the border of other states may be caused before reaching the final destination from the point of transit/transfer;

7.1.10.7 If suspicion arises that the passenger may destroy the Passenger's documentation during the flight;

7.1.10.8 If the Passenger fails to deliver the travel documentation to the flight crew when requested by the Carrier or delivers incomplete/insufficient/incompatible documentation (e.g., lack of prepaid accommodation covering the period of stay and the return ticket; lack of official invitation letter and documents expected to be provided as specific to the country; documentation and the Passenger not matching or hotel reservation and travel dates not matching or documents relating to the journey, such as the invitation letter, reservation documents and the Passenger's name not matching or the Passenger being unable to explain the reason for the Passenger's stay);

7.1.10.9 if the Passenger's Ticket is issued one-way, and if the Passenger is not a citizen of the country of destination or is unable to present a residence permit for the country of destination;

7.1.11 If the passenger refuses to undergo the security check;

7.1.12 If the Passenger's Baggage is insufficient to be considered ordinary as compared to the time/numbers of days declared for stay at the destination or if the Passenger has no Baggage at all;

7.1.13 If a check of the Passenger's Baggage reveals that the Passenger is not aware of the contents of the Baggage or if the Passenger attempts to carry any substance that is dangerous, contrary to applicable export regulations or prohibited;

7.1.14 If the Passenger's behavior, age or mental or physical condition, including the case of being under the influence of alcohol or any drug/psychoactive substance:

7.1.14.1 requires the special assistance of the Carrier;

7.1.14.2 If the Passenger causes discomfort or complaints, objections from other Passengers, disrupting order on board;

7.1.14.3 If the Passenger poses any risk or danger to himself/herself, other persons, crew or any physical property;

7.1.14.4 If the Passenger displays suspicious emotions, conditions and conduct; if the passenger displays fear, anger, tension or irritability, especially in a way that cannot be considered ordinary;

7.1.14.5 If the passenger seems to be in a hurry and persistent to join a particular flight in a manner that arouses suspicion;

7.1.14.6 If the passenger applies to be allowed to board the flight at the last minute despite waiting at the gate in a suspicious manner;

7.1.14.7 If, before or during boarding or inside the plane before the takeoff, the Passenger makes threatening, humiliating, insulting or abusive remarks against other Passengers, the Carrier or the staff members of the organizations providing services for the Carrier or engages in any such acts;

7.1.14.8 If the Passenger has made a statement containing profanity/harassment/threats in any written communications with the Carrier or in the Passenger's calls through the call center;

7.1.14.9 If the Passenger has engaged in conduct that is detrimental to the brand value or reputation of the Carrier and/or has produced and disseminated content that is detrimental to the brand value or reputation of the Carrier;

7.1.14.10 If the Passenger has acted contrary to the provisions of article 11 and has disregarded the instructions of the flight personnel in this context.

## **7.2 OTHER TERMS**

Under the Conditions of Carriage, the admission of infants, unaccompanied minors, passengers, who need assistance, pregnant women, Passengers with special health conditions for carriage may be subject to prior agreement and arrangements with the Carrier. For details, it is necessary to refer to the website of the relevant Carrier. It is the responsibility of the persons with special medical conditions to check the relevant rules and instructions before purchasing a Ticket; and to make sure that they have met the necessary requirements. If certain conditions, such as and especially including presenting a medical report, are not duly met with respect to health requirements, then the Carrier shall not be liable in any way for the Passengers who are denied boarding.

The Carrier may not be attributed any responsibility if the Passenger's health condition deteriorates during carriage due to any reason arising out of the Passenger's own health condition.

## **ARTICLE 8**

### **BAGGAGE**

#### **8.1 GENERAL**

8.1.1 The Passenger is liable to know the contents of the Passenger's Baggage.

8.1.2 The Passenger undertakes not to accept Baggage of any other Passengers or third parties, and not to travel with Baggage entrusted by a third party.

8.1.3 The Passenger hereby agrees and undertakes that the contents of the Passenger's Baggage shall not cause harm for the Baggage of other Passengers and the Carrier's aircraft. The Passenger is responsible for ensuring that the Baggage is packed in a manner not to cause harm for other Baggage, other Passengers and the aircraft. In case the Passenger is in default of such liability, any damages to arise shall be immediately compensated by the Passenger.

8.1.4 The Carrier shall not be liable for any damage to Baggage with sensitive, perishable or fragile content during carriage, for any damage caused thereby for other Baggage, Passengers and the aircraft, as well as for any damages suffered or caused by the items as referred to in clause 8.2.

8.1.5 The Passenger declares that the Passenger has been informed by the Carrier about the Baggage limitations (kg, volume and other limitations) through the Ticket and the Conditions of Carriage and that

the Passenger agrees with all the provisions and conditions relating to baggage, along with any limitations in the present General Conditions of Carriage of Passengers and Baggage.

8.1.6 If the Passenger requests baggage capacity exceeding the baggage capacity as stipulated by the Ticket and the Conditions of Carriage, the Passenger shall be liable to pay the fare to be demanded by the Carrier. Otherwise, the Carrier shall not accept the extra baggage for carriage.

## **8.2 ITEMS NOT ACCEPTED AS BAGGAGE**

8.2.1 The following may not be included in the Passenger Baggage;

8.2.1.1 Items that do not comply with the definition of Baggage in Article 1.1,

8.2.1.2 Substances as defined in ICAO's and IATA's Dangerous Goods Regulations as well as the Conditions of Carriage, which may endanger the aircraft or the persons or property on board (further information is available from the Carrier upon request.)

8.2.1.3 Substances prohibited for carriage under the laws, rules, orders or export control regulations of any state of departure or destination or any state to be flown over or the international sanctions,

8.2.1.4 Substances that are fragile or perishable or that are not suitable for carriage in terms of weight and size in the opinion of the Carrier,

8.2.1.5 Live animals other than live animals designated by the carrier.

8.2.2 It is forbidden to carry firearms and ammunition as Baggage, other than those used for hunting and sporting purposes. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage to the extent that they comply with the Conditions of Carriage. Firearms must be unloaded, with their safety on, and properly packaged. Carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations as mentioned in 9.2.1.2.

8.2.3 The Passengers must not have any fragile and perishable substances, electronic devices, money, jewelry, precious metals, gold and silverware, promissory notes or other papers with commercial value, objects with high monetary value, passports and other identifications or copies thereof in their Checked Baggage.

8.2.4 The Passenger shall check whether the items that the Passenger intends to carry in the Passenger's Baggage are subject to export control or not. It is the Passenger's responsibility to obtain authorization for the products that are subject to special authorization for carriage under the regulations of the point of departure or destination, the international regulations or any applicable export controls. The carrier is entitled to refuse carrying any products that are subject to special authorization or that are prohibited under the applicable export control regulations and international sanctions.

8.2.5 Weapons in the form of swords, daggers, blades and similar objects may be acceptable as Checked Baggage to the extent that they comply with the Conditions of Carriage; however, they are not admissible into the Passenger cabin.

8.2.6 If any of the items specified in this clause are carried, regardless of whether it is prohibited to carry it as Baggage or not, such item shall be subject to the costs of carriage, the respective limitation of liability and the provisions of the present General Conditions of Carriage.

## **8.3 RIGHT TO REFUSE TO CARRY THE BAGGAGE**

8.3.1 The Carrier may refuse to carry any item specified in 8.2 as prohibited for carriage as Baggage, as well as any similar items, as Baggage. The Carrier may refuse carriage in cases, where the Carrier later

notices the presence of these substances, which went unnoticed at the time of delivery, and in cases where the Baggage and Ticket information do not match.

8.3.2 The Carrier may refuse to carry any object as Baggage due to its size, shape, weight, nature or for operational reasons.

8.3.3 The Carrier may carry Baggage in excess of the applicable free Baggage allowance during subsequent flights without any notice to the Passenger and without compensation for the same unless prior agreements and arrangements for carriage have been entered into with the Carrier. The Passenger shall not claim any compensation for such delay.

## **8.4 THE RIGHT TO SEARCH**

The Carrier may, as permitted under the applicable legislation, ask the Passenger to authorize a search of the Passenger's person or Baggage for reasons of safety and security in order to find out whether the Passenger is in possession of the items referred to in 8.2.1 or any weapons or ammunition that has not been reported to the Carrier in accordance with 8.2.2, and the Carrier may conduct such search or may cause it to be conducted even in the absence of the Passenger. The Carrier may refuse to carry the Passenger and the Passenger's Baggage if the Passenger refuses such request of the Carrier or applies with baggage making it impossible to check the contents thereof, such as locked etc., or if the Carrier detects similar suspicious circumstances and conduct.

## **ARTICLE 9**

### **FLIGHT CHANGES**

The Carrier may change the aircraft type, flight time or flight route for reasons beyond the Carrier's control. In such a case; the carrier shall act in accordance with the regulations in force. Any information on the passenger rights, relevant legislation, the n m form for the passengers to submit their complaints or requests, and information texts are accessible on the Carrier's own website.

## **ARTICLE 10**

### **REFUNDS**

10.1 In case of flight cancellation, change of reservation or delay, the fare may be refunded under certain circumstances. If the conditions are met, refund requests can only be made within the validity period of the Ticket in accordance with Article 3.2 and the fare shall be refunded to the person who paid for the Ticket. A refund to a person that the Carrier concludes to be a person, to whom the refund can be paid, shall be deemed a valid refund and the Carrier shall be relieved of liability and any further obligations for refund.

10.2 Some Ticket classes contain restrictions on refunds and may not be refundable. The Passengers acknowledge by purchasing the Ticket that they may not be able to request a refund according to the terms applicable for their Ticket.

10.3 The amount to be refunded is calculated in accordance with the Conditions of Carriage and the terms specified on the Ticket and the Ticket class. If a part of the ticket has been used, the amount corresponding to the part used shall be deducted from the refund amount. The charges for additional services, such as ticketing service fees, are deducted from the amount to be refunded.

10.4 The Carrier may refuse to refund a Ticket that is shown to the Carrier or the competent authorities of a country as an evidence of willingness of the Passenger to leave the country, unless the Passenger proves to the satisfaction of the Carrier that the Passenger is permitted to remain in the country or that the Passenger shall leave the country with another Carrier using other means of carriage.

10.5 As a rule, refunds are made in the currency, which was used to pay the Ticket fare. However, if the currency used to pay for the Ticket is different from the currency of the office processing the refund claim, the exchange rate applicable as of the date, when the Ticket is issued, shall be relied upon for calculating the refund. Refunds can also be made in another currency in accordance with the Conditions of Carriage.

10.6 Refunds can only be made by the Carrier that issued the Ticket or such Carrier's duly authorized Agent.

## **ARTICLE 11**

### **RULES OF CONDUCT ON BOARD**

11.1 If the Passenger behaves on board in a manner that endangers the aircraft, flight safety or any person or property, or prevents the cockpit/cabin crew from performing their duties, or fails to comply with the warnings or instructions of the cockpit/cabin crew, or causes reasonable objections of other Passengers, then the Carrier may take such measures as the Carrier may deem necessary in order to prevent any such behavior from being furthered, including restraining and removing the Passenger; may report the matter to the relevant authorities and may take legal action before the judicial authorities under the relevant legislation. The rights and powers conferred upon the Captain under Article 102 of the Civil Aviation Law are reserved.

11.2 The Passenger must comply with any announcements on board regarding the use of electronic games or broadcasting devices, including portable radios, radio-controlled toys, walkie-talkies, mobile phones, laptops, tablet computers, PDA, CD, DVD and MP3 players. The Passenger may not use any electronic transmission device on board without the consent of the Carrier.

11.3 The passenger may not consume tobacco products (cigarettes, cigars, pipes etc.) or electronic cigarettes and similar products when boarding and disembarking and on board.

11.4 The passenger must sit in place, must not stand up and must keep the seat belt fastened until the belt warning lights go out during take-off and landing and in any other situation as required for flight safety. The passenger is liable to strictly comply with the warnings of the cabin crew and supervisors in this regard.

## **ARTICLE 12**

### **LEGAL AND ADMINISTRATIVE REQUIREMENTS**

#### **12.1 GENERAL**

The Passenger is responsible to comply with the laws, regulations, rules, orders, demands of the countries of departure and destination and the surrounding destinations or the countries flown over as well as the and Rules and instructions of the Carrier. The Carrier shall not be liable for any assistance or information,

whether in writing or not, offered by any of staff members of the Carrier or the Carrier's Authorized Agents, with respect to compliance with such laws, rules, orders, demands and requirements or with respect to obtaining visas or other necessary documents, or for the Passenger's failure to obtain visas or other necessary documents, or for any consequences arising out of the Passenger's failure to comply with the said laws, regulations, orders, demands, requirements, rules and instructions.

## **12.2 TRAVEL DOCUMENTS**

The Passenger must present the Carrier and/or third parties authorized by the Carrier to provide ground handling services any documents proving any exit, entry, accommodation, health and other issues as requested for the purpose of controlling entry to/from the country in question under the laws, regulations, orders and demands of the respective countries. The Carrier reserves the right to deny boarding for a Passenger, who fails to comply with laws, regulations, orders, requests, and requirements, or whose documentary proof submitted to the Carrier does not comply with such rules, or who does not allow the Carrier to take the necessary actions in order to fulfill the Carrier's legal obligation with respect to such documentary proof; and the right to recourse to the Passenger in case the Carrier suffers any damage as a result of the same.

## **12.3 DENIED ENTRY**

If the Carrier is asked to take the Passenger back to the departure point of the journey or to another place by an order of the competent authorities or under the applicable laws because the Passenger is denied entry into any country, regardless of whether such country is a country of destination or transit or not, the Passenger shall pay the applicable fare. The Carrier may use or set off any amounts paid by the Passenger for the unused part of the carriage or any money paid by the Passenger to the Carrier or any receivable of the Passenger from the Carrier for and from the charges for such carriage. The Carrier shall not refund the fare charged by the Carrier for carriage up to the point, where the Passenger is denied entry or deported.

## **12.4 LIABILITY FOR FINES, DETENTION COSTS AND OTHER PAYMENTS**

If the Carrier is required to pay or deposit any fine, compensation or any amount under any name whatsoever or to incur any expense due to the Passenger's failure to comply with the laws, regulations, rules, orders, demands, and travel requirements of the countries concerned or to provide the required documentation, the Passenger shall immediately reimburse the Carrier any money accrued against, paid or deposited by the Carrier or any costs incurred by the Carrier. The Carrier may use or set off any amounts paid by the Passenger for the unused part of the carriage or any amount paid by the Passenger to the Carrier or any receivable of the Passenger from the Carrier for or from the charges for carriage.

## **12.5 CUSTOMS CONTROL**

If requested, the Passenger shall be present during the customs or other official inspection of the Checked or Carry-On Baggage. The Carrier shall not be liable for any loss or damage incurred by the Passenger as a result of the failure to comply with such a request. The Carrier may not be held responsible for any damages that may arise out of the controls to be conducted by the competent authorities.



## **12.6 SECURITY CHECK**

The Passenger shall comply with all the security checks of the authorized officers of the relevant country, the airport or the Carrier. The Carrier may not be held responsible for any damages that may arise out of the checks to be conducted by the competent authorities.

## **ARTICLE 13**

### **SUCCESSIVE CARRIERS**

Carriage by different successive carriers or by the Carrier alone shall be deemed as a single carriage, regardless of whether they take place with a single Ticket or with a Ticket and a Linked Ticket issued in connection with such carriage. However; Tickets that are not issued as a single or Linked Ticket are not considered within the scope of this article, even if they are operated by a single Carrier; in which case each Ticket shall be governed by the fare rules applicable for it.

## **ARTICLE 14**

### **THE CARRIER'S LIABILITY**

14.1 The Carrier's liability for carriage and services in connection with carriage is limited to the regulations and limitations of liability as contained in the relevant legislation applicable for the carriage and the Convention.

14.2 In the event of the death of the passenger or any bodily harm, the Carrier shall be liable within the limits as set forth in the applicable legislation and the Convention if the accident causing such harm occurs during the flight or during disembarkation or embarkation. If the accident that causes the death of the Passenger or any bodily harm occurs before the boarding procedures and after the disembarkation procedures, no responsibility may be attributed to the Carrier.

14.3 In case of loss of or damage to the Checked Baggage, the Carrier shall be liable for the damage within the limits as set forth in the applicable legislation and the Convention, if the event giving rise to the loss or damage occurred during carriage. The Carrier shall not be liable for the damage if the damage to the Checked Baggage is caused by defects existing inside and outside the Baggage. The Carrier shall not be liable for damage to Baggage with sensitive, perishable or fragile content during carriage or for any damage caused by the same for other Baggage, Passengers and the aircraft. The Carrier's responsibility for the Checked Baggage begins with the delivery of the Baggage to the Carrier and continues until it is left at the point of delivery, which is not under the control of the Carrier, at the destination, such as the baggage belt etc.

14.4 In cases, where the Carrier is required to pay compensation to the Passenger, the amount of compensation payable by the Carrier is limited to the conditions and the amounts as established by the applicable legislation and the Convention. The amounts determined as the limitations of liability are not necessarily the amounts that the Carrier must pay anyway. The amount of compensation payable by the Carrier may not exceed the amount of loss proven and documented in any case.

14.5 Subject to the other conditions and limitations of liability, the limitations of liability stipulated in the Convention are as follows:

- In cases of death and bodily harm, SDR 16.600 per Passenger if the Warsaw Convention is applicable;
- In cases of death and bodily harm, SDR 151.880 per Passenger if the Montreal Convention is applicable;
- In the case of compensation for lost or damaged Checked Baggage, SDR 17 per kilogram if the Warsaw Convention is applicable;
- In the case of compensation for lost or damaged Checked Baggage, SDR 1.519 per Passenger, and SDR 26 per kilogram for cargo carriage if the Montreal Convention is applicable;
- For damages arising out of delayed carriage of the Checked Baggage, SDR 17 per kilogram if the Warsaw Convention is applicable;
- For damages arising out of delayed carriage of the Checked Baggage, SDR 1.519 per Passenger if the Montreal Convention is applicable;
- For damages arising out of delayed carriage of the Passenger, SDR 332 per Passenger if the Warsaw Convention is applicable;
- For damages arising out of delayed carriage of the Passenger, SDR 6.303 per passenger if the Montreal Convention is applicable.

If the applicable legislation stipulates different limitations of liability, applicability thereof is hereby reserved.

14.6 If the carrier proves that the damage was caused by the fault of the party claiming compensation, the Carrier shall be relieved of the liability for compensation to the extent of the fault of the other party.

14.7 The Carrier may not be held liable for damages arising out of the Passenger's failure to fulfill the Passenger's own obligations or the Passenger's violation of legal and administrative regulations.

14.8 With the exception of the cases involving death and bodily harm, the Carrier shall not be liable for any indirect and consequential damages, unless the same is caused by the Carrier in a grossly negligent or willful manner.

14.9 The Carrier shall not be liable for any damage to the Carry-on Baggage unless it is caused by the Carrier's fault.

14.10 Any provisions limiting or excluding the Carrier's liability shall also be applicable for the Carrier's representatives, agents, staff, employees and the party, whose aircraft the Carrier is using, and also for such Party's representatives, staff and employees. The total amount of compensation that can be claimed from the Carrier and the Carrier's representatives, staff and employees may not exceed the Carrier's liability caps.

14.11 Unless expressly stated otherwise, nothing herein shall be construed as a waiver from the right to any limitation of liability or the right to any exclusion from liability arising under the Convention or the applicable legislation.

## **ARTICLE 15**

### **TIME LIMITS FOR CLAIMS AND LAWSUITS**

## **15.1 NOTIFICATION OF THE CLAIM**

15.1.1 Acceptance of the Checked Baggage without objection by the person authorized to receive it shall result in a presumption that the Checked Baggage has been delivered in good condition.

15.1.2 If the Checked Baggage is damaged, the person authorized to take delivery of the Baggage must notify immediately, and in any case, within not later than seven days following receipt of the Baggage.

15.1.3 In case of delay, notice must be given within twenty-one days following delivery of the checked Baggage.

15.1.4 Notice must be in writing.

15.1.5 In case the deadlines stipulated in this article are not duly observed, no action may be filed against the Carrier.

## **15.2 TIME LIMIT TO FILE A LAWSUIT**

If the lawsuit arising out of the carriage is not filed within two years as of the date, when the aircraft arrives or should arrive at the destination or as of the date when the carriage stops, any right to actions and claims for loss and damage shall be extinguished.

## **ARTICLE 16**

### **WAIVER AND MODIFICATION**

No Agent, staff or representative of the Carrier is authorized to modify or waive the contract of carriage.

### **REFERENCE LANGUAGE**

The present Conditions of Carriage for Passengers and Baggage have been reproduced in various languages. In the event that any such reproduction is inconsistent with the Turkish text or any other text, the Turkish text shall prevail, unless required otherwise under the local law.

**BUSINESS NAME OF CARRIER:** TURKISH AIRLINES

**ABBREVIATED BUSINESS NAME:** TK

**ISSUED ON:**

