



## Privacy Collection Statement

Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V ("Volaris", "we" or "us") will collect various types of personal information from you as part of you providing content to us as requested from time to time. The personal information we require is:

- 1) Your Twitter and/or Instagram handle; and
- 2) Still and audio visual recordings of you (Recording).

Unless you provide consent for us to use all of the personal information requested we will not use your personal information for any purpose.

If you provide consent by reply message then any personal information provided including the Recording/s may be displayed in material created for or related to Volaris which may be displayed worldwide in television and radio broadcasts, in internet and electronic media communications and in internal Volaris communications.

For the purposes described above, your personal information may be shared with our affiliates, subsidiaries, related bodies corporate, franchisees, suppliers, advertising and promotional agencies and other trusted third parties (and their directors, servants and agents), either in The U.S. or overseas including but not limited to Mexico, Puerto Rico, Guatemala and Costa Rica.

Our Privacy Policy (found <http://www.volaris.com/en/site-information/privacy-notice/?currency=MXN> or available on request) contains information about: (i) how you can access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how any complaint will be handled by Volaris. You may contact us with any queries via email: [datos.personales@volaris.com](mailto:datos.personales@volaris.com) or at Volaris. (Attention: Protección de Datos Personales), postal mail at Antonio Dovalí Jaime No. 70, Torre B, Piso 13, Col. Zedec Santa Fe, C.P. 01210, México, D.F.



## USER-GENERATED CONTENT (UGC)

### Terms and conditions

These USER-GENERATED CONTENT TERMS AND CONDITIONS (the “UGC Ts and Cs”) govern your submission of Content (defined herein) to Volaris (defined herein) in connection with Volaris. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you (hereinafter referred to as “Individual”) agree as follows.

- 1) When Individual respond using #lagreevolaris hashtag, Individual are accepting this UGC Tds and Cs
- 2) “Content” means any and all content created by Individual, including, without limitation, ideas, notes, drawings, designs, graphics, images, photographs, lyrics, compositions (musical or otherwise), stories, plays, pitches, audiovisual content (including, without limitation, sound bites, video footage and other productions), software, data, comments, suggestions, or works of authorship embodied in any form or medium.
- 3) Individual grants to Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V, its subsidiaries, related bodies corporate, affiliates, franchisees, developmental licensees or advertising and promotional agencies (collectively “Volaris”) the perpetual, irrevocable, unrestricted worldwide right to use, publish, display, broadcast, edit, modify and distribute materials bearing Individual’s personal information provided, username, name, voice, image, likeness, music and/or any other identifiable representation of Individual (collectively, “Individual’s Likeness”). Volaris shall have the right to use Individual’s Likeness for any and all purposes, including, but not limited to, advertising and promotional purposes (by any means of advertising such as social networks, facebook, twitter, Out of Home, etc.) , and in any form, style, color or medium whatsoever now known or later developed, including, without limitation, photographs, videotapes, films, sound recordings, software, drawings, prints, broadcast, internet and electronic media (collectively, “Materials”). Individual agrees that all Materials containing Individual’s Likeness shall be and remain the sole and exclusive property of Volaris, and Individual



assigns any rights he or she may have acquired in or to such Materials to Volaris and consents to all acts performed by Volaris in relation to their moral rights (if any) or similar rights in Individual's Likeness and the Materials. Individual hereby waives any right he or she may have to inspect or approve the finished Materials or any part or element thereof that incorporates Individual's Likeness. Individual consents to Volaris:

- a) Storing copies of Materials containing Individual's Likeness for the purposes set out in these UGC Ts and Cs, and
  - b) Transferring Materials containing Individual's Likeness to any country, including a country with a lower level of protection of personal data than their own country, for the purposes of publicizing the services provided by Volaris or for any other such purpose set out in these UGC Ts and Cs.
- 4) Individual hereby grants to Volaris an irrevocable, paid-up, royalty free, perpetual, exclusive, sublicensable (either directly or indirectly through licensees), transferable, and worldwide license to use and permit others to use the Content in any manner desired by Volaris (and/or its successors, assigns and licensees) without restriction, obligation or accounting to Individual, including, without limitation, the right to make, have made, sell, offer for sale, use, rent, lease, import, copy, prepare derivative works, publicly display, publicly perform, and distribute all or any part of such Content and modifications and combinations thereof and to sublicense (directly or indirectly through multiple tiers) or transfer any and all such rights.
  - 5) Individual shall execute any documents (after being afforded a reasonable opportunity to review and/or confirm same) and do any other acts as may be reasonably required by Volaris or its assignees or licensees to further evidence or effectuate Volaris rights, and Individual hereby appoints Volaris as his/her attorney, with full power of substitution and delegation, to execute any and all such documents which Individual fails to execute (after being afforded a reasonable opportunity to review and/or confirm same), and to do any and all such other acts that Individual fails to promptly do after reasonable request therefor.
  - 6) Individual agrees to not object to any exploitation or use of the Content or to any



changes, modifications, or revisions to the Content made by or on behalf of Volaris and/or its successors, assigns and licensees.

7) Individual represents, warrants and covenants that:

- a. The Content is wholly original to Individual;
- b. Individual is the sole and original author and creator of the Content; and
- c. That Individual has not and shall not incorporate into the Content any content or intellectual property from any other person or entity. Individual further represents, warrants and covenants that:
  - i. all of the Content is and shall be free and clear of all liens, claims, encumbrances or demands of third parties, including, without limitation, intellectual property rights, and Individual is not obligated to assign or transfer rights in such Content to any other party;
  - ii. The Content may be freely exploited by Volaris, and its successors, assigns and licensees, without any obligation or liability to any third party; and
  - iii. that the Content: (a) will not infringe or violate any right whatsoever, including, without limitation, any personal rights or any property rights of any person or entity; and (b) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Individual further represents, warrants and covenants that: (vii) he/she has the right to make the grants and warranties made hereunder; (viii) he/she has not granted or transferred any rights in or to the Content to any third party; and (ix) he/she has not done anything which has impaired and will not do anything to impair the rights granted to Volaris in the Content in any way.

8) Individual shall indemnify, defend and hold harmless the Released Parties (as defined



below) from any and all damages, fees (including reasonable attorneys' fees) and costs as a result of breach or alleged breach of these UGC Ts and Cs. To the extent that, contrary to Individual's representations, warranties and covenants contained in paragraph 6, any third party contributed to the creation of the Content, in addition to Individual's indemnification of Volaris in connection with breach of such representation and warranty as set forth in the preceding sentence, Individual shall use his or her best efforts to secure a duly executed assignment of any and all rights in and to such contributions from all relevant contributing parties at his or her expense pursuant to Volaris or its successors, assigns or licensee's instructions.

9) GENERAL RELEASE BY INDIVIDUAL. Individual, on behalf of himself or herself, and his or her successors, heirs and assigns, hereby releases, acquits and forever discharges Volaris and its parents, subsidiaries, affiliates, franchisees, developmental licensees and agencies, and each of their respective officers, directors, employees, agents, representatives, attorneys, successors, assigns and licensees (collectively, the "Released Parties"), from any and all actions, causes of action, liabilities, liens, acts, costs, expenses, sums of money, debts, contracts, agreements, obligations, promises, damages, accounts, claims, complaints, duties, suits, judgments, executions and demands of every kind, nature and description, whether known or unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, at law, in equity or otherwise (collectively, "Claims"), which Individual has ever had, now has or hereafter can, shall or may have against any of the Released Parties, based upon, by reason of, arising out of, resulting from or relating in any way to the subject matter of these UGC Ts and Cs, including, without limitation, any Content. THIS RELEASE IS A GENERAL RELEASE AND THE PARTIES INTEND AND AGREE THAT IT SHALL BE INTERPRETED AND ENFORCED AS SUCH. INDIVIDUAL HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS, AND EXPRESSLY AGREES TO BE BOUND BY, THE TERMS OF THIS PARAGRAPH 8.

10) These UGC Ts and Cs, and all claims relating to or arising out of these UGC Ts and Cs, or the breach thereof, whether sounding in contract, tort, or otherwise, will be governed by and construed in accordance with the laws of the State of New York, United States of America. Each of the Parties irrevocably submits to the exclusive jurisdiction and venue in the state and federal courts of New York, borough of Manhattan for the purpose of any



suit, action or other proceeding related to or arising out of these UGC Ts and Cs. In the event that any provision of these UGC Ts and Cs is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Volaris may assign these UGC Ts and Cs without restriction, and all rights under these UGC Ts and Cs shall inure to the benefit of and be enforceable by Volaris successors and assigns. These UGC Ts and Cs are personal to Individual and may not be assigned without Volaris written consent.

Individual agrees and confirms that the consideration Individual has received from Volaris for the opportunity to appear and/or have Individual's Content be used constitutes full, adequate and fair remuneration for all rights of every kind and nature in the rights granted to Volaris.

Individual certifies that he/she is at least 18 years of age, has fully read and understands these UGC Ts and Cs, and has had any questions regarding their effect or meaning answered to his/her satisfaction.