

Terms and conditions of “sell your ticket” and “change your flight” offers

These Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) are intended to regulate and establish the procedures applicable to the Offers titled “Sell Your Ticket” or “Change Your Flight” (hereinafter, each an “Offer”, and jointly considered, the “Offers”), provided by **Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., Vuela Aviación S.A., or Vuela El Salvador S.A. de C.V.**, depending on the airline operating the originally booked flight (hereinafter collectively referred to as “Volaris”).

Customers who voluntarily wish to apply to any of the Offers may do so under these “Terms and Conditions,” which are accepted by the Customer at the time they submit their request to Volaris.

Definitions

For the purposes of interpreting and applying the provisions of this Agreement, the terms defined below shall have the following meanings, regardless of whether they appear in singular or plural form, in uppercase or lowercase letters, or in masculine or feminine grammatical forms. The defined terms shall be understood as follows:

Customers: shall mean the individual(s) holding a valid reservation with Volaris who have received a notification for the “Sell Your Ticket” or “Change Your Flight” Offer and submit request to use either the “Sell Your Ticket” or “Change your Flight” Offer. This does not apply to Clients who have purchased a ticket under a Code Sharing, group bookings, or minors traveling without an accompanying adult over 18 years old.

Confirmation Email: shall mean the email communication sent by Volaris to the Customer following the processing of the Customer’s request, in which Volaris acknowledges and confirms the Customer’s selection regarding either the option to sell their Ticket or to choose an Alternative Flight under each respective Offer, as applicable.

Official Contact Channels: shall mean the authorized methods or channels through which the notifications related to the “Sell Your Ticket” or “Change Your Flight” Offer will be communicated. These channels include the email address registered by the Customer at the time of booking the Originally Booked Flight, as well as the “My Trips” section on the Volaris website (www.volaris.com).

Alternative Flight: shall mean a substitute flight option offered by Volaris under the Offer, which the Customer may select in replacement of their Originally Booked Flight.

Originally Booked Flight or Ticket: shall mean the flight initially purchased by the Customer from Volaris, for which a reservation code has been issued.

The Customers who voluntarily wish to participate in any of the Offers may do so under these “Terms and Conditions,” which are expressly accepted by the Customer when they submit their request to be considered in the Offer from Volaris.

Purpose of the offers

1. The Offers consists of a notification sent by Volaris to the Customers through the Official Contact Channels providing them with the opportunity to request one of the following options:

- a. **Sell Your Ticket:** This option allows the Customer to voluntarily sell their Ticket (Originally Booked Flight under a reservation code) to Volaris in exchange for an electronic voucher, under the terms stipulated herein.

The notification will specify the Ticket eligible for sale (Originally Booked Flight) and the amount of the electronic voucher to be provided in exchange.

- b. **Change Your Flight:** This option allows the Customer to voluntarily change their Originally Booked Flight at no cost to one of the Alternative Flights offered and communicated by Volaris in the Offer. Upon submission of the request by the Customer and receipt by the Customer of the corresponding Confirmation Email, the Customer will receive an updated itinerary in line with its election and an electronic voucher under the terms stipulated herein.

The Offer’s notifications will specify the eligible Originally Booked Flight and the available Alternative Flights for selection, along with the electronic voucher amount to be granted if the change is completed. The foregoing in the terms outlined herein.

2. The Customer may request either of the Offers previously mentioned, which will be sent to the email address provided during the purchase of their original Ticket, or will be made available in the "My Trips" section of the website (www.volaris.com). Once the Customer selects one of the options included in any of the Offers, the other options become void.
3. Volaris reserves the sole and exclusive right to issue and send to the Customers any of these Offers, as well as to establish the corresponding amount of the electronic voucher for each case.

The aforementioned Offers shall be governed by the provisions set forth below.

Sell your ticket

The Client that chooses the "Sell Your Ticket" Offer should consider and adhere to the following conditions:

1. If the sale of the Ticket is deemed invalid under these Terms and Conditions, or if the Confirmation Email is not received, the Customer must board the Originally Booked Flight according to its original itinerary. In such cases, the Customer will not be entitled to claim the announced electronic voucher or any other compensation. Should the Customer fail to board the Originally Booked Flight, this will be entirely their responsibility, and no refund or compensation will be provided.
2. If the Originally Booked Flight experiences any disruption prior to receiving the Confirmation Email indicating the successful sale of the Ticket, the Offer will become invalid effect immediate, and the Customer will be protected in accordance with Volaris' policies for the Originally Booked Flight.
3. The Customer acknowledges that Volaris is not responsible for any additional expenses incurred as a result of Volaris' acceptance of the Customer's request to sell their Ticket, as it's a voluntary, informed and consent decision made by the Customer. By opting for this Offer, the Customer waives any cancellation or refund requests for the affected flight under any other conditions.
4. If the Customer receives the Offer, submits a request to sell its Ticket and receives the Confirmation Email, then passengers under the same reservation code will receive an electronic voucher for the amount specified in the Offer.
5. If the reservation includes multiple passengers, the total voucher amount will be divided equally among the passengers, excluding infants.

Change your flight

The Client that chooses the "Change Your Flight" Offer should consider and adhere to the following conditions:

1. The Offer will list the Alternative Flights available for selection in replacement of the Originally Booked Flight.
2. Only ONE of the Alternative Flights listed in the notification may be requested by the Customer.
3. The Alternative Flights offered under the "Change Your Flight" notification are the only flights available as part of the Offer. No other flights, including those offered through other Volaris channels such as the website (www.volaris.com) or mobile app, may be claimed or selected under the Offer.
4. The Alternative Flights are subject to the same terms and conditions as the Originally Booked Flight and will be governed by Volaris' passenger air transportation policies. Therefore, by selecting an Alternative Flight under the "Change Your Flight" Offer, the Customer agrees to abide by these terms.
5. If, according to the terms of this Agreement, the requested flight is deemed invalid or the Confirmation Email is not received, the Customer must board the Originally Booked Flight in accordance with its original itinerary. In such cases, the Customer will not be entitled to claim any of the Alternative Flights or the electronic voucher associated with the Offer, nor will any other form of compensation be granted. If the Customer fails to board the Originally Booked Flight, it will be considered the Customer's sole responsibility, and no refund or compensation will be provided.
6. If the Originally Booked Flight experiences an operational disruption for any reason prior to the Customer's receipt of the Confirmation Email confirming the change to an Alternative Flight, the Offer will automatically become invalid and will cease to have effect. In such instances, the Customer will only be protected according to the policies in force at Volaris for the Originally Booked Flight.

7. If the selection of the Alternative Flight has been confirmed, and such Alternative Flight experiences any disruptions attributable to Volaris, the Customer will be offered protection according to Volaris' current compensation policies applicable to the Alternative Flight. The Customer will not be entitled to request a return to the Originally Booked Flight.
8. The Customer agrees that Volaris will not be liable for any additional expenses incurred by the Customer before or after the flight change because of such change of flight, as the decision to accept the flight change was voluntary, informed, and fully consented by the Customer.
9. The Customer acknowledges that if they purchased seat selection for the Originally Booked Flight and such seat is not available on the Alternative Flight, the seat will not be assigned on the Alternative Flight, and no refund or compensation will be granted for this. If needed, the Customer may purchase another seat on the Alternative Flight, or one random seat will be assigned during check-in.
10. As a result of confirming the change of the Originally Booked Flight to the Alternative Flight, any updates or modifications to third-party services, such as accommodation, car rentals, activities, packages, and others, are the sole responsibility of the Customer. These third-party services will retain the original dates and conditions under which they were booked. In this case, Volaris will not be liable for any refunds or compensation.
11. Thus, Customer accepts and acknowledge that, if the Customer receives the Offer and requests the "Change Your Flight" Offer, and Volaris confirms, in accordance with these Terms and Conditions, through the Confirmation Email that the selected Alternative Flights is applicable, such flight change will apply to all passengers listed under the reservation code.
12. If the reservation includes multiple passengers, the total amount of the electronic voucher offered will be divided among all passengers. This electronic voucher will be subject to the terms and conditions outlined in this document

Mechanics

1. The Offers may be sent by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela Aviación, S.A., or Vuela El Salvador, S.A. de C.V. For all legal purposes, the airline responsible for the Offer will be the one operating the Originally Booked Flight. As a result, any airline that is not operating the flight shall have no responsibility in connection with the Offer.
2. The Offers will be sent by Volaris to the email address provided by the Customer at the time of purchase of the Original Booked Flight or will be made available by accessing in "My Trips" section of the Volaris website (www.volaris.com) - referred to as the Official Contact Channels.
3. Only Customers who have received the notification through one of the Official Contact Channels are eligible to apply for the Offers.
4. The mere receipt of the Offers does not imply that the flight change options are automatically applicable, valid, or enforceable. For any of the flight change options to be valid and enforceable, the Customer must have: (i) received the Offers notification through one of the Official Contact Channels; (ii) submitted, within the time period indicated in this document, a request for "Sell Your Ticket" or one of the Alternative Flights of the "Change Your Flight" Offer; and (iii) received the Confirmation Email from Volaris indicating that the requested Offer has been successfully processed and accepted, in accordance with these Terms and Conditions.
5. The validity of each Offer will take effect from the moment the Customer receives the notification through any of the Official Contact Channels and will remain valid until 8 hours prior to the departure of the Originally Booked Flight. The Customer must submit a request for one of the offered options within this period. Once the deadline has passed without the Customer requesting one of the available Alternative Flight options, the Offers will no longer be available, and it will no longer be valid or enforceable.
6. Once the Customer has submitted a request for one of the offered options ("Sell Your Ticket" or "Change Your Flight") within the validity period of each Offer, the Customer will receive the Confirmation Email within no more than three hours, confirming that the request has been successfully processed and providing the details of the selected option.
7. If the Customer has requested one of the options contained in the Offers notification ("Sell Your Ticket" or "Change Your Flight"), they may not withdraw or cancel their request. The Customer must wait for Volaris'

notification confirming whether their request has been successfully processed, which will always occur within the three-hour period previously mentioned.

8. If the Customer has not received confirmation from Volaris within three hours of submitting their request, the Customer must board the Originally Booked Flight.
9. If the Customer has received the Confirmation Email confirming the requested option, the Customer may not be able to revoke such request. As a result, the Originally Booked Flight will be void, and no refund or compensation will be provided for it.
10. The Confirmation Email will detail the Customer's selected option. Upon the Customer's selection of (i) the "Sell Your Ticket" option, the Confirmation Email (if applicable) will include the amount of the electronic voucher to be provided in exchange ; or (ii) one of the Alternative Flights listed in the notification, the Confirmation Email (if applicable) will include the updated itinerary corresponding to the selected Alternative Flight, which supersedes the Originally Booked Flight. All passengers associated with the reservation code will be rebooked on the Alternative Flight, and the electronic voucher amount for each passenger will also be included in the corresponding Confirmation Email.
11. If the Customer who received the Offers selects one of the options listed in the notification ("Sell Your Ticket" or "Change Your Flight") and there are additional passengers under the same reservation code, the Customer acknowledges and agrees that the selected option will apply to all passengers in the reservation. This remains subject to Volaris confirming the requested option for the Customer through the Confirmation Email. By requesting to sell their Ticket or a flight change to one of the Alternative Flights available in the Offer, the Customer confirms that it has obtained the consent and acceptance of all other passengers and/or individuals listed in the reservation for the selected option to be applied.

Electronic voucher

The electronic voucher referred to in the Offers shall be governed by the following terms:

1. The specific amount of electronic voucher to be granted with respect to the different options offered will be detailed within each respective Offer and will only be issued if all conditions outlined in the "MECHANICS" section of this document are met.
2. In cases where multiple passengers are included under the reservation code of the Originally Booked Flight, the total value of the electronic voucher indicated in the relevant Offer will be equally distributed among all passengers.

The amount of the electronic voucher that each passenger will receive will be calculated by dividing the total amount specified in the relevant Offer by the number of passengers registered under the reservation code of the Originally Booked Flight. The amount allocated to each passenger, as calculated above, is the only amount that will be issued; no additional or alternative amounts will be granted or considered claimable by any passenger.

3. The electronic voucher announced in the relevant Offer and issued in favor of each passenger under these terms will have the following characteristics and will be subject to the following conditions:

The amount of the electronic voucher is applicable only for the payment of a base fare, the Airport Use Charge and taxes of any future booking on routes operated by Volaris. Therefore, it does not apply to additional services or other charges, which must be covered by the Customer. The voucher is non-transferable and in the name of the passenger affected by the Offer, meaning that only the holder of the voucher can use it for new bookings under their name. The electronic voucher will be valid for 180 calendar days from its date of issuance for booking as well as for traveling. If the voucher is not used within such validity period, it will expire and may no longer be redeemed. The electronic voucher is not redeemable for cash, goods, products or services other than those specified in these Terms and Conditions. If the total fare exceeds the amount of the electronic voucher, the Customer must pay the remaining balance at its own expense. The voucher may only be used once, and its amount is not cumulative. For this reason, at the time you make a reservation, if the total amount is not used, the remaining will be lost. Once the voucher is applied, it cannot be refunded or returned. No changes, cancellations, or refunds can be made for reservations or purchases made using the voucher. The electronic voucher cannot be combined with other promotions or credits/vouchers, and only one electronic voucher may be used per reservation. The voucher will be issued in the same currency as that used to pay for the original reservation and may only be redeemed via the website (volaris.com), official Volaris

app, or Volaris Call Center (Mexico: 01 (55) 1102-8000, United States: +1 855 VOLARIS (8652747), Guatemala: +502 2301 3939, Costa Rica: +506 4002 7462, El Salvador: +503 2504 5540, Colombia: +57 60 1744 3272, Honduras: +504 2202 7900, Peru: +5116449040, TTY- +1 (855) 425-2002). The Customer acknowledges that Volaris may cancel any reservation made using the electronic voucher that violates these conditions, without any obligation to refund the voucher. The holder of the electronic voucher is solely responsible for its use and management.

Applicable law and jurisdiction

The Customer, regardless of their nationality or the origin and/or destination of the flight, expressly agrees to submit to the laws and competent courts, either federal or local, with jurisdiction in Mexico City to resolve any disputes with Volaris arising from or relating to these Terms and Conditions, and waives any claim of inconvenient forum or other challenge to venue in any such chosen court, and agrees not to bring or maintain any such litigation before any tribunal, other than the chosen courts, that may apply due to their current or future domicile or for any other reason.

In the event that the dispute specifically arises from the provision of passenger air transportation services and not from these **Terms and Conditions of the “Sell Your Ticket” and “Change Your Flight” Offers**, the applicable law and jurisdiction will be those established in the passenger air transportation contracts of the airline operating the flight, which are duly published in the legal information section of the website (www.volaris.com).

Airline tickets

The passenger air transportation service provided by Volaris are subject to the Passenger Air Transportation Contracts, Policies, Terms, and Conditions published on its website www.volaris.com

Customer service

For any questions or clarifications related to these Terms and Conditions, the Customer may contact the Volaris team via the call center at the following numbers: Mexico 01 (55) 1102-8000, United States +1 855 VOLARIS (8652747), Guatemala +502 2301 3939, Costa Rica +506 4002 7462, El Salvador +503 2504 5540, Colombia +57 60 1744 3272, Honduras +504 2202 7900, Perú +5116449040 y TTY- +1 (855) 425-2002).

Headings

The headings included are solely for ease of reading these Terms and Conditions and should not alter the interpretation in any way. You must always adhere to the express text contained in this document.