

Terms and conditions of the “Overbooking benefit for flights departing from Monterrey”

The purpose of these Terms and Conditions (hereinafter, the “Terms and Conditions”) is to regulate and establish the procedures applicable to the benefit called “**Overbooking Benefit for flights departing from Monterrey**” (hereinafter, the “**Benefit**”), offered by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. (hereinafter, “VOLARIS”), to users whose flight departing exclusively from Monterrey International Airport is overbooked and therefore cannot board the flight. (hereinafter, “VOLARIS”), to users whose flight departing exclusively from Monterrey International Airport is overbooked and, therefore, cannot board the flight, who for such reason may be granted the Membership called “Annual Pass - Fly as much as you can” (hereinafter “The Membership”), as set forth herein.

Definitions:

For purposes of the interpretation and application of the provisions herein, “VOLARIS” shall have the following meanings, without prejudice to their use in the singular or plural, masculine or feminine:

Client: It is the natural person who acquires the Air Transportation service for Passengers, domestic or international provided by “VOLARIS” and whose scheduled flight is only departing from the Monterrey International Airport.

Membership: Refers to the subscription of “Annual Pass - Fly as much as you can”, whose description and terms and conditions can be consulted at the following link: <https://volaris.caravelo.com/vplus-terms-es.pdf>. Also, for more information about “The Membership” you can consult the following website: www.paseannual.volaris.com

Passenger: A person who will be transported through the national or international air transportation service provided by “VOLARIS” whose scheduled flight is only departing from the Monterrey International Airport.

Term of the Membership: Refers to the term of the Membership, which shall only be for one year (12 months) counted as of the date of activation thereof, under the provisions herein.

Benefit y Mechanism:

The Benefit granted in terms of this document shall apply to Passengers whose flight departing exclusively from Monterrey International Airport is overbooked, and for such reason do not board the flight; therefore, the benefit may not be applied or granted to Passengers traveling from any other origin or airport other than the aforementioned.

Passengers whose flight departing exclusively from Monterrey International Airport is overbooked and, therefore, cannot board the flight, may be granted the “Annual Pass - Fly as much as you can” membership for one year only. At the end of the year, the Membership will not be renewed automatically, unless the Passenger requests it by logging in to www.paseannual.volaris.com with his/her username and password and then selecting the “Help” option in his/her profile to be redirected to the “Your Experience” option where he/she can add a payment method, paying the current cost of the product and authorizing its renewal.

The Benefit will be granted in accordance with the following:

1. “Membership” will be granted only to Passengers whose flight departing exclusively from Monterrey International Airport is overbooked and, therefore, are unable to board the flight.
2. The Passenger must request to Volaris personnel at the Airport the granting of the Benefit on the day of the flight and until December 7th, 2024.
3. For such purposes, a QR code will be provided to the Passenger at the different Volaris counters at the Monterrey International Airport, for the Passenger to scan it and complete the corresponding form. Therefore, only the first form submitted by each Passenger will be taken into consideration.
4. Once the form is completed and sent by the Passenger through our WhatsApp channel to the number +5255 58 98 85 99, the Passenger will be contacted by a Customer Service agent from Volaris for validation of the affectation; if the Passenger is contacted by the Customer Service area and the request is approved, “The Membership” will be activated within the following 7 to 14 business days.

5. Subsequently, we will proceed to verify that the email provided by the Passenger is not registered in www.volaris.com for the activation of the Benefit, otherwise the Membership cannot be assigned and a new email will be required. In case the email address provided by the Passenger is already registered at www.volaris.com, the Passenger must provide a new email address different from the one previously registered for the activation of the Membership.

6. Once the Membership has been activated, the Passenger will receive an email with his/her generic password, which can be updated at www.volaris.com.

If the Passenger, in accordance with these terms and conditions, is entitled to apply for the Benefit, and he/she already has an active and valid Annual Pass Membership, he/she will be able to make effective the Benefit of his/her free annual pass, which will become effective once his/her current Annual Pass Membership is no longer valid:

1. The Passenger must apply to Volaris personnel at the Airport for the granting of the Benefit on the day of the flight and until December 7th, 2024.
2. For such purposes, a QR code will be provided to the Passenger at the different Volaris counters at the Monterrey International Airport, so that the Passenger can scan it and complete the corresponding form. The Passenger must indicate that he/she has, at the time of making the request, an active and valid annual pass.
3. Once the form is completed and sent by the Passenger through our WhatsApp channel to the number +52 55 58 98 85 99, he/she will be contacted by a Volaris Customer Service agent to validate the request; if the Passenger is contacted by the customer service area and the request is accepted, "The Membership" will be activated until the day after the expiration date of the subscription of the annual pass he/she had.

If a Passenger, during the term of the Benefit, is overbooked on two or more flights departing from the Monterrey International Airport and, therefore, cannot board such flights, he/she may only be entitled to apply for one Benefit, that is, the Benefit will only be applicable for one single occasion and per Passenger.

Term of the Benefit:

The grant of this Benefit will be effective from November 7th, 2024, to December 7th, 2024. Once the aforementioned term has expired, the granting of the Benefit will be null and void and may no longer be demanded or applied.

If you are entitled to the "**Annual Pass Benefit -Fly as much as you can / Oversale on flights departing from Monterrey**", you will have until the last day of validity, that is, until December 7, 2024, to request the application of the Benefit.

Term of the Membership:

Membership shall be valid for one calendar year from the date of activation.

Use of the "Annual Pass - Fly All You Can" Membership:

The terms and conditions published in: <https://volaris.caravelo.com/vplus-terms-es.pdf> apply to the "Membership" granted as a Benefit in terms of this document, which the customer must accept to use it.

Renewal of the Membership:

1. The Membership will be free of charge for the first year, as it is a Benefit granted to Passengers flying from Monterrey International Airport whose flight is overbooked and, therefore, are unable to board the flight.

At the end of the first year of validity of the Membership and, in case the Passenger wishes to renew it, the applicable cost will be the one published in the web page www.paseannual.volaris.com; therefore, the "Passenger" must pay the current price announced at the time of the acquisition and/or renewal of the "Membership" to continue enjoying its benefits.

1. For the renewal of "The Membership" the terms and conditions set forth in the following link shall apply:

<https://volaris.caravelo.com/vplus-terms-es.pdf>

Customer Service:

1. For any kind of clarification, the holder should contact us **here**. When entering the "Your Experience" site, click on "Submit a clarification", complete the form clearly and accurately and click on "Submit". If your clarification is not specifically related to an airline reservation, you must omit the "PNR/Reservation Key" field, and specifically describe the reason for your clarification in the "Request" field.

Privacy Notice:

1. On the websites **www.volaris.com** and **www.paseanual.volaris.com** of Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., with address at Antonio Dovalí Jaime, # 70, Torre B, Piso 13, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, C.P. 01210, Ciudad de México, Mexico ("Volaris"), we are committed to protecting the privacy of your personal data. When we collect your personal data through these websites, we will use them only to provide you with the benefits offered by the "Membership", applicable to the air passenger transportation service provided by "Volaris"; such data will also be used to follow up on your reservation, provide you with the additional products or services contracted, conduct surveys of the service contracted, as well as to receive information by e-mail or telephone about promotions and additional services that we or our commercial partners offer. To learn how to exercise your rights regarding your personal data, please consult the complete Privacy Notice on our website **www.volaris.com** and **www.paseanual.volaris.com**.

Jurisdiction and Legislation:

To resolve any controversy or interpretation related to these "Terms and Conditions", the "Client and/or "Passenger", regardless of the place of contracting the air transportation service operated by Volaris and regardless of their nationality, undertakes and agrees to submit to the legislation and jurisdiction of the competent courts of Mexico City, waiving any other legislation, jurisdiction or jurisdiction that may apply to them due to their present or future domiciles, the place of contract or for any other reason.

To resolve any controversy or interpretation arising from the use of the "Membership" and not from the application or interpretation of these "Terms and Conditions", the applicable law and jurisdiction will be the one established in the terms and conditions of the "Annual Pass". - Fly as much as you can", which are published in the legal information of the website www.paseanual.volaris.com

To resolve any controversy or interpretation arising from the provision of the passenger air transportation service and not from the use of the "Membership" or these "Terms and Conditions", the applicable law and jurisdiction will be the one established in the passenger air transportation contracts of the airline that operated the flight, which are published in the legal information of the website **www.volaris.com**.

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