

Terms and Conditions “Volaris Punctuality Guarantee”

The purpose of these terms and conditions (hereinafter, the “Terms and Conditions”) is to regulate and establish the procedures applicable to the Benefit called “Volaris Punctuality Guarantee” (hereinafter, the “Benefit”), offered, respectively and individually, by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela Aviación, S.A. and Vuela El Salvador, S.A. de C.V., (hereinafter, each of them referred to as “Volaris”), Vuela Aviación, S.A. and Vuela El Salvador, S.A. de C.V., (hereinafter each of them will be referred to as “Volaris”).

About the Benefit:

This Benefit consists of granting Passengers who purchase the Air Transportation services provided by Volaris, on any of the routes it operates (hereinafter the “Air Transportation”), whose flight lands at the destination airport with a delay equal to or greater than 61 (sixty-one) minutes from the arrival time established within its itinerary, an electronic credit equivalent to the amount equal to \$8,000.00 (eight thousand pesos 00/100, M.N.) if the purchase was made in Mexican pesos or \$400.00 USD (four hundred dollars, legal currency of the United States of America), if the purchase was made in U.S. dollars. The terms and conditions indicated in the section called “Electronic Credit” indicated later in this document will be applicable to the electronic credit.

Definitions:

For purposes of the interpretation and application of the provisions of this document, “Volaris” provides the following definitions, notwithstanding that they may be used in the singular or plural, masculine or feminine form:

Passenger: It is the natural person who acquires the domestic or international passenger air transportation services provided by “VOLARIS”, in any of the routes it operates.

Volaris: Refers individually according to the airline operating the flight to (i) Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., (ii) Vuela Aviación, S.A. and (iii) Vuela El Salvador, S.A. de C.V.

National flight: Refers to a flight whose point of origin and destination is any airport where Volaris provides air transportation services, and which is located within the territory of the Mexican Republic.

International flight: Refers to a flight whose destination point is a country other than the country of origin where the flight started.

¿Who can participate?

Participation is open to all Mexican individuals or individuals of any other nationality who use the Air Transportation service operated by Volaris, with a purchased and paid flight, whose flight lands at the destination airport with a delay equal to or greater than 61 (sixty-one) minutes from the arrival time established in its itinerary.

This Benefit will only apply if you purchased your reservation directly through an official Volaris platform, such as a mobile application (app), web page(www.volaris.com) or call center.

This Benefit shall not apply to persons who have purchased air transportation services through a travel agency or any other third party, nor shall it apply to reservations acquired through code-sharing, reservations and/or group sales.

Term of the Benefit:

The Benefit will be valid and applicable only for flights scheduled and operated by Volaris from October 29th, 2024 to November 28th, 2024, regardless of the date on which the Air Transportation services were purchased.

About the Mechanics:

- a) To be eligible for the Benefit, your reservation must be purchased through the official sales channels operated directly by Volaris and the reservation must be fully paid for.
- b) To be eligible for the Benefit, the Passenger must necessarily board the flight (even if the passenger has completed the check-in procedure, checked baggage or even presented himself/herself in the last departure lounge, if he/she does not board the flight for any reason, he/she will not be entitled to the Benefit).
- c) If your flight landed at the destination airport with a delay equal to or greater than 61 (sixty-one) minutes from the time established in the itinerary, you will be entitled to an electronic credit for an amount equivalent to \$8,000.00 (eight thousand pesos 00/100, M.N.) if the purchase was made in Mexican pesos or USD 400.00 (four hundred dollars, legal currency of the United States of America), if the purchase was made in U.S. dollars. The terms and conditions indicated in the "Electronic Credit" section of this document shall apply to the electronic credit.
- d) The electronic credit will be shared with the Passenger through an automated process by means of the e-mail address registered at the time of reservation and purchase, which will be sent within 48 (forty-eight) hours after the validation by Volaris of the delay and consequently the application of the On-Time Guarantee.
- e) Those credit codes that present any type of alteration or falsification will be automatically null and void and will not be entitled to claim the electronic credit.
- f) The electronic credit does not apply to the payment of other services provided by Volaris, it only applies to air transportation of passengers on a single, direct or connecting flight operated by Volaris.
- g) In the case of connecting flights, the Benefit will only be granted if the delay of 61 minutes or more is updated upon arrival at the destination or last segment of the connection, therefore the passenger will only receive ONE electronic credit.
- h) It is the Passenger's responsibility to have enough space in his/her e-mail and to register the e-mail address notificaciones@viaja.volaris.com as the permitted e-mail address, so that he/she may receive notifications regarding his/her Benefit, as well as the confirmation e-mail of his/her electronic credit.

About the electronic credit:

The electronic credit referred to in the Benefit is subject to the following terms and conditions:

1. Within the e-mail that will be sent to the customer, informing him/her of the Benefit, the total amount of the electronic credit to be granted will be detailed and its issuance will be conditioned to the provisions herein. Said amount will be the only amount that may be granted; therefore, no other amount will be applicable or may be claimed.
2. The electronic credit will only be valid for the purchase of a single flight, direct or connecting, on routes operated by Volaris under the terms and conditions detailed below.
3. The Passenger may only redeem the electronic credit to acquire the Air Transportation services provided by Volaris through the website www.volaris.com; as well as through the Volaris mobile application or call center.
4. The Passenger must select "Electronic Credit" as the payment method and enter the electronic credit code that will be provided to the e-mail address registered at the time of reservation and purchase.
5. Electronic Credit redemption does not apply on codeshare flights, group bookings, or flights operated by another airline.
6. The amount of the electronic credit granted applies only to the payment of the base fare in the purchase of future reservations on routes operated by Volaris, and therefore does not apply to the payment of TUA, taxes, duties, additional services or other charges, which the Passenger must cover with his/her own resources. In other words, it may only be used for the base fare of the single, direct or connecting flight to be purchased.
7. The electronic credit is not redeemable for money, products or services other than those indicated in these terms and conditions, if the base fare is greater than the amount of the electronic credit, the Passenger must cover the missing difference with its own resources.
8. The credit can only be used once and its amount is not cumulative, therefore, if there is a remaining balance after having used it in a purchase, it will be automatically lost, so it cannot be used for future purchases.
9. Once the electronic credit has been applied, it may not be returned or refunded, nor may changes, cancellations, or refunds be made to the reservation or purchase made with it.
10. The Passenger must redeem the electronic credit upon receipt of the e-mail with the Benefit and within 180 (one hundred and eighty) calendar days from the date of its receipt, and it may only be used to fly during the periods indicated below:
 - From November 4, 2024, to November 14, 2024.
 - From November 19, 2024, to December 18, 2024.
 - From January 9, 2025, to January 30, 2025.
 - From February 4, 2025, to March 13, 2025.
 - From March 18, 2025, to April 10, 2025.
 - From April 29, 2025, to April 30, 2025.
 - From May 6, 2025, to July 17, 2025.
 - From August 20, 2025, to August 31, 2025.

11. If the credit is not used within the indicated period of validity, it will lose its validity and cannot be used later.
12. The electronic credit is personal and non-transferable; therefore, only its holder may use it for reservations in his or her name.
13. The Passenger agrees that Volaris may, without any liability whatsoever, cancel any reservation purchased with the electronic credit that violates the above terms and conditions without the Passenger being entitled to a refund of the electronic credit
14. The holder of the credit is responsible for the use and destination of it.

About the Restrictions:

- a) This Benefit does not apply and is not cumulative with other promotions, including but not limited to "Baggage Guarantee".
- b) The Benefit only applies during the term and with the mechanics described herein.
- c) The air passenger transportation service provided by Volaris is subject to the Policies, Terms and Conditions published on its web page www.volaris.com.
- d) Passengers who have directly or indirectly altered, breached or violated the rules outlined in these Terms and Conditions will not be entitled to the Benefit.

Customer Service:

For any clarification, the Customer must contact us by sending a message through the WhatsApp platform to the number **+52 55 55 58 98 85 99**, so that Volaris can indicate the procedure to follow to raise the clarification.

Privacy Notice:

On the website www.volaris.com Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., with address at Antonio Dovalí Jaime, # 70, Torre B, Piso13 , Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, C.P. 01210, Mexico City, Mexico; of Vuela Aviación, S.A., with address at Parque Empresarial AeroCentro Piso 2, Radial Francisco J. Orlich, Río Segundo, Alajuela, Costa Rica, C.P. 20109; and of Vuela El Salvador, S.A. de C.V., with address at Centro Profesional Madre Tierra, Edificio 10, Nivel 1, Boulevard Orden de Malta Sur, Urbanización Santa Elena, Antiguo Cuscatlán, Departamento de la Libertad ("Volaris"), we are committed to protect 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 information provided by the "Benefit", 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 by e-mail or telephone information about the electronic credit granted for the Benefit, promotions and additional services that we or our business 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

Jurisdiction and Legislation:

To resolve any controversy or interpretation related to these terms and conditions or to the use of the Benefit, the Passenger and/or the Customer, regardless of the place of contracting the air transportation service operated by Volaris, agrees and accepts to submit to the legislation and jurisdiction of the competent Courts of the country where the contracted flight began, waiving any other legislation, jurisdiction or venue that may correspond to them due to their present or future domiciles, the place of contracting or for any other reason.

In this case, the countries in which Volaris operates and their applicable jurisdiction are listed below:

- If the flight started in Mexico, the legislation and jurisdiction of the competent courts in Mexico City shall apply.
- If the flight started in Guatemala, the legislation and jurisdiction of the competent courts of Guatemala City shall apply.
- If the flight started in El Salvador, the legislation and jurisdiction of the competent courts of the city of San Salvador shall apply.
- If the flight started in Honduras, the legislation and jurisdiction of the competent courts of the city of Tegucigalpa shall apply.
- If the flight started in Costa Rica, the legislation and jurisdiction of the competent courts of San José shall apply.
- If the flight started in Colombia, the legislation and jurisdiction of the competent courts of the city of Bogotá shall apply.
- If the flight started in Peru, the legislation and jurisdiction of the competent courts of the city of Lima shall apply; and
- If the flight started in the United States, the legislation and jurisdiction of the consumer protection regulatory authorities shall apply.