



Official Rules of the Promotional Activity "Tu Foto Volaris"

These official rules (hereinafter, the "Rules") are intended to regulate and establish the procedures applicable to the promotional activity entitled "Tu Foto Volaris" (hereinafter, the "Activity") organized by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. (hereinafter, "Volaris").

I. THE ACTIVITY

Rules of the Activity

The purpose of this Activity is to:

- (i) promote and advertise the Volaris® brand to increase the number of users who are aware of and follow the Volaris® brand on Volaris' official social networks on Facebook®, Instagram® and X® (formerly Twitter®), at the address @viajavolaris (hereinafter referred to as the "Social Networks"); and
- (ii) that followers of Volaris visit the post for this Activity published by Volaris on any of its Social Networks channels, click on the link provided in the Activity post on the Social Networks, which will take them to the website at the address https://tufotovolaris.com (hereinafter referred to as the "Volaris Website"), and upload and publish a photograph, after completing a form (hereinafter, the "Form") in which they will provide personal information, contact details, and a Indicate the name of the destination where the photograph was taken, which photograph must meet the requirements set forth in the third paragraph of Section I of these Rules (hereinafter, the "Photograph" or "Photographs," as the context requires), with the aim being that 5 (five) persons whose Photographs are selected by an internal jury composed of Volaris staff (hereinafter, the "Volaris Jury") as the most original and creative, to each receive 1 (one) annual pass (hereinafter, the "Annual Pass" or "Annual Passes," as the context requires); provided that a special mention will be made on Social Networks and/or the Web Page Volaris for the 5 (five) best Photographs, indicating the ranking obtained by each Photograph (for example, first place, second place, etc.). For clarity, Volaris will award only 5 (five) Annual Passes to 5 (five) participants in this Activity.

The Annual Pass allows you to travel for one (1) year to more than 190 destinations across Mexico, the United States, Central America, and South America, paying only taxes, the airport usage fee (TUA), applicable rights, and cancellation or additional/special service charges for each reservation made. To learn more about the Volaris Annual Pass, please visit the following link on the Volaris website: https://paseanual.volaris.com/y4/subscriptions/vplus.

The Photographs that are uploaded and published on the Volaris Website must meet the following requirements:

- a) Photographs may be taken with digital or film cameras, as long as they are uploaded on the Volaris Website in JPG or PNG format.
- b) Photographs must be high quality and high resolution, with a minimum of 4,000 pixels per side and a quality of at least 15 megapixels, either in landscape or portrait orientation. They should not have watermarks, text, or excessive filters, and should be well-lit, sharp, and not excessively compressed.
- c) Accepted categories include beaches, sunsets/sunrises, magic towns (*pueblos mágicos*), mountains, forests and deserts, iconic urban views, distinctive or colorful architecture from destinations served by Volaris aircrafts, and other iconic locations in general; provided, however, more points will be awarded during selection for photos that feature *Volaris'* priority destinations (hereinafter, the "Volaris' Priority Destinations").
- d) Volaris' Priority Destinations are Tijuana, Toluca, Beach Places (such as Cancún, Acapulco, Huatulco, Mazatlán, Puerto Escondido, Puerto Vallarta, or Los Cabos), Reno, New York, Las Vegas, Oakland, Los Angeles, Chicago, Costa Rica, El Salvador, and Guatemala.
- e) In order to protect the privacy and identity of third parties and/or their personal data, Photographs may include people only under the following conditions: (1) no faces should be visible people may appear from behind, in silhouette, or in ways that they are not identifiable and, therefore, constitute a minor part of the image within the picture as a whole; and (2) no minors are allowed to appear in the Photographs.
- f) Photographs must not contain Inappropriate Content as defined in the eighth paragraph of Section I of these Terms.

Photographers participating in this Activity will retain ownership of the copyright to their Photographs; provided, however, by uploading and publishing the photos on the Volaris Website, photographers grant Volaris, its parent company, affiliates, subsidiaries, and any other company within the same economic group (hereinafter collectively referred to as "**Grupo Volaris**") an express, irrevocable, royalty-free, indefinite and perpetual right and/or license to use the Photographs. Grupo Volaris may publish them in any digital and/or traditional media it chooses for (1) announcing or publicizing Photographs selected by the Volaris Jury as the most original and creative; and/or (2) using the Photographs in any activity determined by Grupo Volaris, including but not limited to publication or dissemination on social media, the Volaris Website, the official Grupo Volaris' website, and in print, audiovisual, or electronic media; and/or (3) for advertising and/or promotional or marketing activities as determined by Grupo Volaris.

From 9:00 a.m. (local time in Mexico City) on August 19, 2025, until 11:00 p.m. (local time in Mexico City) on August 24, 2025, participants are invited to visit the post for this Activity published by Volaris on any of its Social Networks channels, click on the link provided in the Activity post on Social Networks that directs you to the Volaris Website, and, after completing the Form, upload and publish a Photograph that meets the requirements set forth in the third paragraph of Section I of these Rules, provided that the 5 (five) individuals whose Photographs are selected by the Volaris Jury as the most original and creative will each receive one (1) Annual Pass; provided further that Volaris will announce, via its Social Networks channels, the five (5) best Photographs, indicating the ranking each Photograph received (for example, first place, second place, etc.). Additionally, those selected by the Volaris Jury to receive the Annual Pass will be contacted by email by 8:00 p.m. (local time in Mexico City) on August 29, 2025, with instructions on how to claim their Annual Pass; in the understanding, however, that the person awarded the Annual Pass will have one (1) hour from 8:00 p.m. (local time in Mexico City) on August 29, 2025, to claim their Annual Pass, failure to do so within this time frame will result in the Annual Pass being assigned to the participant who placed sixth, or the next in line, with this same rule applying to all Participants. Only the first Photograph added and uploaded to the Volaris Website will be considered; no more than one (1) Photograph may be submitted on the Volaris Website by any participant.

As part of the Activity, Volaris will publish "stories" through its official accounts on various social networks to redirect participants to the main post of this Activity on the Social Networks and invite them to participate.

Anyone wishing to participate in the Activity (hereinafter, a "Participant" and collectively, the "Participants") must go to any of the Social Networks channels, find the post for this Activity, and, once there, click on the link included in the Activity post, which will take you to the Volaris Website, and there, after filling out the Form, the Participant must upload and publish a Photograph that meets the requirements set forth in the third paragraph of Section I of these Terms; provided, however, that only the first Photograph uploaded to the Volaris Website will be considered and Participants may not upload more than 1 (one) Photograph to the Volaris Website. For the avoidance of doubt, only the first registration made on the Volaris Website when uploading and publishing the Photograph will count toward participation in the Activity.

Further, entries will not be considered, and will be immediately disqualified from participating in the Activity, if the Photographs uploaded to Volaris Website contain any of the following elements or content (hereinafter, collectively referred to as "Inappropriate Content"):

- a) Text, images, or actions involving profanity, offensive or explicit language, double meanings, obscene language, or any phrases, stories, or depictions with sexual or violent connotations, as well as mockery or insults towards an individual or group, or any disparaging or discriminatory remarks, words, or actions.
- b) Trademarks, copyrights, trade names, commercial notices, or any type of intellectual property owned by third parties without proper authorization (hereinafter, "Third-Party Intellectual Property") within the Photograph's content. If a Participant uses Third-Party Intellectual Property, and those third parties make a claim against Grupo Volaris or its shareholders, officers, directors, executives, employees, agents, or representatives for unauthorized use or infringement, the Participant must hold Grupo Volaris harmless and indemnify them against any claims or legal actions from those third parties.
- c) Texts, images, or actions in the Photograph that promote any company, corporate group, commercial establishment, or any other organization—regardless of legal structure—other than Volaris.
- d) Photographs that reference, discuss, or allude to any of the following topics: (1) illnesses, types of death, accidents of any kind, conditions such as claustrophobia, fear of heights, vertigo, contagious or similar diseases; (2) businesses that provide services similar or analogous to those offered by Grupo Volaris or that reference similar services; (3) topics that attack religions, political parties, ethnic groups, nationalities, or the sexual preferences of any person or group; and/or (4) air accidents, terrorism, crime, skydiving (or anything encouraging someone to exit an aircraft), or which refer to Grupo Volaris competitors.

Photographs that have been stolen, misappropriated, and/or plagiarized by the Participant and, consequently, such Photographs are the property and/or ownership of third parties other than the Participant themselves will not be accepted. Photographs that have been taken from image banks, even if they are free to use, will not be accepted, since in that case, the Participant would be participating with a Photograph that was not taken by the Participant themselves. Finally, Photographs generated with, or quality—enhanced by,

artificial intelligence and/or use of any kind of generative technology will not be accepted in this Activity.

Confirmation of Annual Passes Assignment

The five (5) individuals awarded an Annual Pass will be contacted by Volaris staff via email no later than **8:00 p.m.** (local time in Mexico City) on **August 29, 2025** (each hereinafter referred to as an "**Designated Person**" and jointly as the "**Designated Persons**"); provided, however, that each person awarded an Annual Pass will have only one (1) hour from **8:00 p.m.** (local time in Mexico City) on **August 29, 2025** to claim the Annual Pass, failure to do so within this time frame will result in the Annual Pass being assigned to the participant who placed sixth, or the next in line, with this same rule applying to all Participants.

The email sent by Volaris will set out the steps each Designated Person must follow to obtain and use their Annual Pass.

II. DURATION OF THE ACTIVITY

The Activity will run from 9:00 a.m. (local time in Mexico City) on August 19, 2025, and will end at 11:00 p.m. (local time in Mexico City) on August 24, 2025.

This Activity may end early if Volaris publishes a substitute activity or decides to terminate it with the corresponding notice.

III. TERRITORY AND APPLICABLE LAW

The Activity is valid in the United Mexican States (Mexico), the United States of America, El Salvador. and Costa Rica.

These Rules will be governed by and interpreted in accordance with the federal laws of the United Mexican States, without regard to conflict-of-law rules. By participating, all Participants agree to submit to the federal laws of the United Mexican States, regardless of nationality, domicile, place of residence, or any other reason.

IV. REQUIREMENTS TO PARTICIPATE

The requirements to participate in the Activity are as follows:

- Open to professional photographers, amateur photographers, and photography or travel enthusiasts.
- Be at least eighteen (18) years old at the time of participation and have a valid official identification.
- Must reside in Mexico, the United States of America, El Salvador, or Costa Rica.
- From the moment a Participant visits any of the Social Networks channels to participate in the Activity, clicks on the link that appears on the post of this Activity on the Social Networks to get to the Volaris Website, fills the Form, and uploads a Photograph on the Volaris Website, whose Photograph meets the specifications set forth in the third paragraph of Section I of these Rules, it will be understood that the Participant (i) has read these Rules in full, (ii) fully understands and is aware of them, and (iii) accepts their scope

- and legal effect, as well as the Privacy Notice, both of which have been made available in all Activity-related posts.
- Each Designated Person individually authorizes Volaris to contact him/her for the purpose
 of conducting in-person, digital, or telephone interviews, obtaining audio and/or video
 recordings, as well as taking photographs, without receiving any compensation. Likewise,
 the Designated Person individually authorizes Volaris to publish said interviews,
 photographs, and/or audio and video recordings through any mass media chosen by
 Volaris, including but not limited to the Social Networks, without any entitlement to
 compensation for the use of his/her voice or image.
- Volaris may also request, but not require, the Designated Person's individual assistance in generating commercial activations or any kind of promotions inside or outside their city of residence, without any entitlement to compensation.
- Each Designated Person individually authorizes Volaris to use his/her image and/or voice for advertising purposes in traditional media (billboards, television, radio, among others) and digital media (social networks, banners, among others), without any entitlement to compensation for the use of his/her voice or image.
- Each Designated Person grants Grupo Volaris an express, irrevocable, royalty-free, indefinite and perpetual right and/or license to use the Photographs on any digital and/or traditional media it chooses for (1) announcing or publicizing Photographs selected by the Volaris Jury as the most original and creative; and/or (2) using the Photographs in any activity determined by Grupo Volaris, including but not limited to publication or dissemination on social media, the Volaris Website, the official Grupo Volaris' website, and in print, audiovisual, or electronic media; and/or (3) for advertising and/or promotional or marketing activities as determined by Grupo Volaris. This authorization is granted the moment the Photograph is uploaded and posted at the Volaris Website.
- Likewise, each of the Designated Person individually authorizes the Grupo Volaris to publish for an indefinite period of time on their social networks, including Social Networks, the Photograph with which they have participated in this Activity and that has been selected by the Volaris Jury as the most original and creative, as part of their activity on their social networks, including Social Networks.

V. ANNUAL PASSES

Each of the five (5) individuals whose Photographs are selected by the Volaris Jury as the most original and creative will receive one (1) Annual Pass; provided, however, that special mention will be given on Social Networks and/or the Volaris Website to the five (5) best Photographs, indicating the ranking obtained by each Photograph (for example, first place, second place, etc.).

The Annual Pass allows you to travel for one (1) year to more than 190 destinations across Mexico, the United States, Central America, and South America, paying only taxes, the airport usage fee (TUA), applicable rights, and cancellation or additional/special service charges for each reservation made. To learn more about the Volaris Annual Pass, please visit the following link on the Volaris website: https://paseanual.volaris.com/y4/subscriptions/vplus.

Each Designated Person will receive instructions via email by no later than **8:00 p.m.** (local time in Mexico City) on **August 29, 2025**, on how to obtain, redeem, and activate their Annual Pass.

The Annual Pass is personal and non-transferable and, therefore, may not be sold, exchanged, refunded, redeemed, or converted into cash by the Designated Person or by third parties, nor combined with other promotions or activities, and may only be used by the Designated Person.

This Activity is made solely for promotional purposes; therefore, the Annual Passes awarded to the Designated Persons have no commercial, monetary, or other value for Grupo Volaris.

VI. GENERAL CONDITIONS

- These Rules will be governed by and interpreted in accordance with the federal laws of the United Mexican States, without regard to conflict-of-law rules. By participating, all Participants agree to submit to the federal laws of the United Mexican States, regardless of nationality, domicile, place of residence, or any other reason.
- For transparency reasons, anyone with any employment relationship with Grupo Volaris, as well as relatives up to the second degree by direct line or fourth degree by collateral line of persons with an employment relationship with Grupo Volaris, or suppliers or persons with a commercial relationship with Grupo Volaris, may not participate in the Activity.
- The Activity is only valid during the Activity Period and in accordance with the Rules described herein.
- All decisions made by the Volaris Jury regarding the selection of a Designated Person shall be final, binding, and not subject to appeal, with no possibility of a tie.
- The Photographs must meet the requirements set forth in the third paragraph of Section I of these Rules.
- Any entries in which the Photographs contain Inappropriate Content, as defined in the eighth paragraph of Section I of these Rules, will not be considered and will be immediately disqualified from the Activity.
- Photographs that have been stolen, misappropriated, and/or plagiarized by the Participant and, consequently, such Photographs are the property and/or ownership of third parties other than the Participant themselves will not be accepted. Photographs that have been taken from image banks, even if they are free to use, will not be accepted, since in that case, the Participant would be participating with a Photograph that was not taken by the Participant themselves. Finally, Photographs generated with, or quality-enhanced by, artificial intelligence or use of any kind of generative technology will not be accepted in this Activity.
- Photographers participating in this Activity will retain ownership of the copyright to their Photographs; provided, however, by uploading and publishing the photos on the Volaris Website, photographers grant Volaris, its parent company, affiliates, subsidiaries, and any other company within the same economic group (hereinafter collectively referred to as "Grupo Volaris") an express, irrevocable, royalty-free, indefinite and perpetual right and/or license to use the Photographs. Grupo Volaris may publish them in any digital and/or traditional media it chooses for (1) announcing or publicizing Photographs selected by the Volaris Jury as the most original and creative; and/or (2) using the Photographs in any activity determined by Grupo Volaris, including but not limited to publication or dissemination on social media, the Volaris Website, the official Grupo Volaris' website, and in print, audiovisual, or electronic media; and/or (3) for advertising and/or promotional or marketing activities as determined by Grupo Volaris.
- At the end of the Activity Period or, if the Annual Passes have been assigned to the Designated Persons, whichever occurs first, the Designated Person will be contacted individually via email, no later than 8:00 p.m. (local time in Mexico City) on August 29, 2025; provided, however, that the person who obtains the Annual Pass will have one (1) hour from 8:00 p.m. (local time in Mexico City) to claim its Annual Pass, provided that failure to claim the Annual Pass within the indicated period, the Annual Pass will be

- awarded to the participant who came in sixth place or the next in order, with this same rule applying successively.
- The Annual Pass is personal and non-transferable. Therefore, it may not be sold, exchanged, refunded, claimed, redeemed, or converted into cash by the Designated Person or by third parties, nor can it be combined with other promotions or activities, and it may not be used by anyone other than the Designated Person.
- Each Annual Pass does not include any additional, complementary, or special benefits other than those mentioned in Section V of these Rules. For more information about the Volaris Annual Pass, please visit the following Volaris webpage: https://paseanual.volaris.com/y4/subscriptions/vplus.
- For each of the airline tickets purchased using the Annual Pass, the baggage allowance corresponding to the "zero" rate will be applicable.
- Airline tickets purchased using the Annual Pass are governed by Volaris' baggage policy, which can be found at the following website link: https://cms.volaris.com/es/informacion-util/politicas-de-equipaje/?countryflag=Mexico¤cy=USD&Customer_ID=21&Customer_Email=WebAnonymous. Each Designated Person will only be entitled to travel with the luggage detailed above. If the weight, measurements and/or dimensions of the luggage contemplated for the Annual Pass are exceeded, said Designated Person will be obligated to cover the excess baggage charges, in accordance with Volaris' baggage policies.
- The passenger air transport service provided by Volaris is subject to the policies, terms and conditions published on Volaris' website at the following internet links:
 - For domestic flights: https://cms.volaris.com/globalassets/pdfs/esp/contratode-transporte-aereo-nacional.pdf.
 - For international flights: https://cms.volaris.com/globalassets/pdfs/esp/contrato-de-transporte-aereo-internacional.pdf.
- In the case of passenger air transportation services with respect to flights operated by Volaris Costa Rica or Volaris El Salvador, respectively, they are subject to the policies, terms and conditions published on the Volaris' website in the following internet links:
 - Volaris Costa Rica:
 - For domestic flights: https://cms.volaris.com/globalassets/pdfs/esp/terminos-y-condicionesservicio-de-transporte-aereo-de-pasajeros---q6.pdf.
 - For international flights: https://cms.volaris.com/globalassets/pdfs/esp/contrato-de-servicio-de-transporte-aereo-nacional-e-internacional-regular-de-pasajeros---q6.pdf.
 - Volaris El Salvador:
 - For domestic flights: https://cms.volaris.com/globalassets/pdfs/esp/terminos_y_condiciones_d e transporte aereo n3.pdf.
 - For international flights: https://cms.volaris.com/globalassets/pdfs/esp/contrato_de_transporte_aer eo esp n3.pdf.
- This Activity is carried out solely for promotional purposes; therefore, the Annual Passes awarded to the Designated Persons have no commercial, monetary, or other value for Grupo Volaris.
- Volaris reserves the right to disqualify from the Activity and not assign the Annual Pass to any Participants who, directly or indirectly, have altered, breached, or violated the terms and conditions established in these Rules; without any liability for Grupo Volaris.

- The use of any software, script, or other process (such as "robots" or "bots") that automates, attempts to automate, or in any way substitutes a human action is strictly prohibited. Violators of this rule will be disqualified, without liability for Grupo Volaris, and hereby waive any right to take legal or ordinary action against Volaris, its parent company, or its parent's affiliates and/or subsidiaries, or any other company created or incorporated thereafter. Should the company's management determine that a Participant is violating this condition, the Participant will be automatically disqualified.
- Volaris reserves the right to take legal action; such action may, under cyber law, constitute a federal offense.
- If Volaris suspects any anomaly within the Activity specified in this document, it reserves the right to disqualify the responsible party, and the Annual Pass will be assigned to the next immediate Participant in the final ranking.
- Volaris reserves the right to justifiably remove any user and/or Participant who defrauds, alters, or disrupts the proper and regulatory functioning of this Activity. Volaris intends for all users to participate under equal conditions and in strict compliance with good faith, morals, and good customs. Therefore, any abusive or fraudulent use of the rules will result in the disqualification and annulment of the user and/or Participant from this Activity.
- Volaris reserves the right to disqualify any person who endangers the integrity and proper development of the Activity, such as "hackers" (defined as individuals with advanced knowledge of information technology and telecommunications employed for personal gain, which may or may not be malicious or illegal) or "promotion hunters" (defined as any participant who acts alone or jointly with economic, material, or informational resources in an unfair manner against other participants to obtain the benefit of the Activity, regardless of whether the mechanisms used are unethical, immoral, or even illegal, such as creating fake social media profiles or fake email accounts to participate more than once in the same activity).
- Any attempt or execution of programs or systems intended to attack or compromise the Activity may be prosecuted with the appropriate legal actions deemed sufficient by the organizer and will result in the immediate disqualification and annulment of the Participant's participation.
- In the event of disqualification of a Participant for any of these reasons, Volaris reserves
 the right to reassign the Match Pass, conducting a new selection of Participants or
 disposing of it as it deems best.
- Volaris shall have no liability for lost, delayed, misdirected, incomplete, or failed entries or registrations due to technical failures or any other reason. For Participant location purposes, Volaris shall not be responsible for errors arising from information provided by a Designated Person when participating in the Activity.
- Neither Grupo Volaris nor the Social Networks are not responsible, and the Participants hereby release Grupo Volaris and/or the Social Networks, as well as its suppliers, advisors, directors, representatives, and employees, from any claim arising from:
 - Technical failures of any kind (computers, cables, network connection, hardware, or software).
 - The unavailability or inaccessibility of any internet service.
- Volaris reserves the right to totally or partially modify the Rules and conditions of this Activity, with the obligation to publicize the new conditions prior to their entry into force.

Privacy Notice

At Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V ("Volaris"), with registered address at Avenida Antonio Dovalí Jaime número 70, Torre B, piso 13, Colonia Zedec Santa Fe,

Alcaldía Álvaro Obregón, 01210, Ciudad de México, Mexico, we are committed to protecting your privacy. This Privacy Notice details the information you provide as a Participant or, if applicable, as a Designated Person, how we collect it, what we do with it, and how we protect it.

For what purposes do we collect and use your personal data?

The personal data collected will be used to register you and enable your participation in the promotional activity entitled "Tu Foto Volaris" (hereinafter, the "Activity"); as well as to deliver the Annual Pass to you if you are selected by the Volaris Jury as the Designated Person. Additionally, to conduct surveys regarding the contracted service and to send you, by email and/or by telephone, information about promotions and additional services offered by us or our business partners.

Means of obtaining personal data

The personal data collected for the purposes set forth in this Privacy Notice are collected when Participants or, as the case may be, the Designated Persons (i) fill out the Form on the Volaris Website; or (ii) are contacted by Volaris via email, or, as applicable, when providing personal data for the delivery of the Annual Pass, or via telephone when acting as a Participant in the Activity or, as applicable, as the Designated Person for the Annual Pass.

Information that may be collected from the Participant or, as applicable, the Designated Person:

- First name(s)
- Paternal surname
- Maternal surname
- Date of birth
- Email address
- Contact telephone number and/or mobile phone number
- City or state of residence

Security

Volaris has appropriate security measures in place to protect the information you provide against loss, misuse, or alteration.

The personal data you provide may be transferred to third parties providing website hosting services and related third parties, as well as to our parent company and the affiliates and subsidiaries of our parent company and business partners, which you accept upon submitting your data. Personal data may only be transferred to third parties other than those mentioned in the previous paragraph by: (i) express consent, (ii) judicial or administrative order or resolution, and (iii) where the information is considered public by law.

Changes to the Privacy Notice

Volaris reserves the right to totally or partially modify the terms and conditions of this Privacy Notice, which will be notified through our various platforms available at https://cms.volaris.com/globalassets/pdfs/esp/aviso-privacidad---y4.pdf.

Exercise of ARCO Rights

You may exercise your rights of Access, Rectification, Cancellation, and Opposition (A.R.C.O.), and/or Revocation as provided in the Federal Law on Protection of Personal Data Held by Private Parties and its Regulations, regarding the personal data collected and limit their use, by sending a request to the email datos.personales@volaris.com or in writing to the following address: Avenida Antonio Dovalí Jaime número 70, Torre B, piso 13, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, código postal 01210, Ciudad de México, Mexico. Attention — Personal Data Protection.

Contact Information

You may contact us by phone at +52 55 1102 8000 from Mexico City and the metropolitan area.