# **Spirit Airlines**

# Free Spirit<sup>®</sup> Program Terms and Conditions

#### **General Terms**

The Spirit Airlines Free Spirit<sup>®</sup> Program (the "Program") operates under the terms and conditions set forth below. These terms and conditions, subordinate to applicable law, govern the relationship between Spirit Airlines ("Spirit") and members of the Program ("Members"), including the accumulation and use (redemption) of Points within the Program. We encourage Members and prospective Members to review these terms and conditions periodically.

This document will be available and maintained at www.spirit.com, and the official and controlling version will be the version in the English language with an available courtesy copy in Spanish.

Spirit reserves the right to modify, including amending these terms and conditions, or terminate the Program at any time and without notice.

Spirit may change the Points required for any award, modify or regulate the transferability of Points, awards, or benefits. The final determination of whether an itinerary qualifies for levels of membership within the Program. Spirit may, in its discretion, establish other types of Points within the Program.

Spirit reserves the right to make promotional offers available to select Members, including based on flight activity, geographic location, program participation, information supplied by the Member, or information supplied by third parties.

All benefits that Spirit and third parties offer in the Program are conditioned upon the Member's compliance with the membership guide and these Terms and Conditions. By joining and taking part in the Program, the Member agrees to be bound by these Terms and Conditions.

Any abuse, fraud, misrepresentation, improper conduct (as determined by Spirit in its sole discretion), or any violations of applicable rules or policies (including, but not limited to, Spirit's Contract of Carriage) may result in administrative and/or legal action by the Spirit or the appropriate governmental authorities. Such action may include, without limitation, the cancellation and forfeiture of a Member's Program account, Points, awards, benefits, program participation, and barring the Member from participation in the Program. Furthermore, as a remedial action, Spirit may also terminate any status and cancel previously issued Reward Tickets or awards. Abuse may include, but is not limited to, failure to follow program policies, the instruction of a Spirit employee or representative, the sale or barter of awards or tickets, or any other improper conduct as determined by Spirit in its sole discretion.

Spirit reserves the right to audit Program accounts at any time to ensure compliance with these terms and conditions.

As a Member, you agree to receive promotional emails and/or mail correspondence from Spirit and that Spirit may collect data about your interactions with our emails. Email or mail may be sent by Spirit, by third parties acting on Spirit's behalf, and/or by Spirit acting on behalf of a third party. You can unsubscribe from receiving promotional emails at any time by visiting our <u>Profile Sign-Up</u> page accessible from the home page or by simply following the instructions in emails received in connection with the Program. For additional information, we encourage you to review our <u>Privacy Policy</u>.

All references to dollars or currency are to U.S. dollars.

# Enrollment

Members will be provided a Free Spirit account number upon establishing membership in the Program.

There are presently three membership levels in the program. Upon enrollment, participants will be considered base-level Members. Silver and Gold status levels can be attained based on a Member's purchases from Spirit and other purchases charged on eligible Free Spirit credit cards. Specific terms for status qualification and the associated benefits for the status levels are explained later in these Terms and Conditions.

Members may view account activity and statements by logging into their account at www.spirit.com.

Spirit will attempt to, but is not obligated to, email statements and Program information to any Member electing to receive these statements via email, provided that Spirit is not responsible for any lost, misdirected, bounced, or late delivery of any email. Spirit may stop emailing statements to any Member who fails to keep their email address up-to-date.

Points will remain in a Member's Program account until they are redeemed for Reward Tickets or other awards or until they expire.

Membership is non-transferable. Points and Reward Tickets (*i.e.*, tickets for travel obtained, in whole or in part, with Points) are also non-transferable. Points cannot be transferred from one Free Spirit account to another. Points cannot be sold, gifted, pledged, attached, or seized. Points, Reward Tickets, and other awards do not constitute property of the Member. In particular, Points, Reward Tickets, and other awards are not transferable by a Member (i) as part of a domestic relations matter, (ii) upon death, or (iii) by operation of law.

Except as noted below, the Program is available to any individual with a mailing address in the United States or in any country that has not prohibited participation in frequent flyer programs. Children under the age of 13 can only become Members of the Program with parental consent.

Membership will not be extended to corporations or any other legal entities.

Members may only enroll as individuals. Each Member may have only one (1) Program account. Each Member must provide their legal name, date of birth, mailing address (all matching the Member's passport or other valid travel document), and email address.

Spirit will not make a name change to any Program account without adequate supporting legal documentation acceptable at the sole discretion of Spirit.

#### Earning Free Spirit Points

Points will be awarded based on membership status at the time of posting. Points from flights will be credited to accounts usually within ten (10) days of the final flight on the itinerary. Points resulting from purchases made with a Free Spirit credit card and Points awarded in connection with other activities will usually be posted within eight (8) weeks of the completion of the pertinent purchase or activity. Spirit will make reasonable attempts to keep accurate Points records, but Members should retain boarding passes, ticket information, and other documentation in the event this information is needed to substantiate Points being due.

Members may earn Points only in the following ways: (i) purchasing and traveling on a flight operated by Spirit; (ii) purchasing ancillary services associated with flights operated by Spirit on which the Member travels, (iii) purchasing and the Member using a Spirit Vacations package; (iv) using one of the Free Spirit credit cards for purchases; and (v) through special offers and/or programs with operated by Spirit or third parties determined from time to time by Spirit, all as further described below.

i. *Purchasing Flights*: All base level Members will receive six (6) Points, Free Spirit Silver status Members will earn eight (8) Points, and Free Spirit Gold status Members will receive ten (10) Points for every dollar spent on the base fare for any individual flight operated by Spirit. Points will not be earned on government taxes/fees, travel insurance, or other carrier fees or third-party charges. Members may not earn Points for amounts spent on another traveler's flight, even if such traveler is on the same booking as the Member and/or paid for by the Member. If Members are travelling together, each Member's Program account information (name and Free Spirit number) must be entered on the booking for each to earn Points on the specific flight.

ii. *Purchasing Ancillary Services*: All base level Members will earn twelve (12) Points, Free Spirit Silver status Members will earn sixteen (16) Points, and Free Spirit Gold status Members will earn twenty (20) Points for every dollar spent on the ancillary services associated with any individual flight operated by Spirit on which the Member travels and purchased at the same time as when the booking for that flight is made, including bags, seat selections, and other services associated with the flight. Points will be earned on the base ancillary fee only. Points will not be earned on government taxes/fees, travel insurance, or other carrier fees or third-party charges. Points will be earned based on the eligible amount spent on an individual's ancillary fees only; not on any other traveler's ancillary fees, even if such traveler is on the same

booking and/or paid for by the Member. If Members are traveling together, each Member's Program account information (name and Free Spirit number) must be entered on the booking for each to earn Points on the specific flight.

iii. *Purchasing Vacation Packages*: All Members, regardless of status level, will earn Points for the air portion of their Spirit-offered vacation package ("Package"). Points will be earned for the fare-based portion of the amount due for the Package based on the Member's status levels as described above. In addition, Members may earn nonSQP (Status Qualifying) points on NSQ Points on non-flight portion of the Package at the rate indicated during specific promotional periods. The Member must be a passenger on the booking and travel on the flight associated with the Package to earn Points. Package fares purchased by a Member where the Member is not traveling will not earn Points or NSQ Points. Neither Points nor NSQ Points will be earned for amounts spent on any other traveler's Package, even if such traveler is on the same booking and/or was paid for by the Member. If Members are travelling together, each Member's Free Spirit account information (name and Free Spirit number) must be entered in the booking for each to earn Points or NSQ Points on their individual portions of the Package. The points earned for the fare spending will be considered SQPs (Status Qualifying Points) while the points earned for the other travel package products will not earn SQP's. Standalone package inventory (purchase of separate elements of Packages, e.g., hotel, car, or attraction tickets, etc., separately from air travel on which the Member travels are not eligible for Points or NSQ Points unless otherwise noted.

iv. Using Co-Branding Credit Cards: By using one of Spirit's co-branded credit cards, Members may earn Points as follows:

A. The Free Spirit Credit Card from Bank of America: Please see the current cardholder program rules from Bank of America for full terms and conditions. Terms and conditions are subject to change at any time and without notice.

B. The Free Spirit Credit Card from Grupo Promerica: Please see your current cardmember agreement from Grupo Promerica for full terms and conditions. Terms and conditions are subject to change at any time and without notice.

C. The Free Spirit Credit Card from First Bank & Trust, Brookings, SD: Please see your current cardmember agreement from First Bank & Trust for full terms and conditions. Rewards Program terms and conditions are subject to change at any time and without notice.

v. Special Offers and/or Programs Operated by Spirit or Third Parties: Spirit may, in its sole discretion, from time to time, offer Members the opportunity to earn additional Points through the purchase of Spirit ancillary products or services, bonus offers, and/or offers from third parties determined by Spirit. These offers may be temporary and/or be subject to special or additional terms and conditions, including those of the applicable third parties. Spirit reserves the right to modify or eliminate such offers at any time. These offers are void where prohibited by law. The number of Points offered is subject to Spirit' sole discretion. Such third parties are independent entities and are not agents, employees, or subcontractors of Spirit and Spirit is not responsible for their acts or omissions (including, without limitation, their solicitation efforts) or any products or services supplied by them (including, without limitation, the nature or quality of their products or services).

Members can pool their points together in a Points Pool, as described in more detail below. To receive Points for the purchase of Spirit flights or Spirit Vacations, Members must provide their Free Spirit membership number:

- At the time of purchase through spirit.com or via the Spirit App.
- At the time of purchase or before the flight through 1-855-728-3555 in the US and Canada. Members with hearing or speech impairments can dial 711 to reach our toll-free relay service.
- At a travel agency where travel is booked.
- At check-in.
- Retroactively, at spirit.com.

Points will only be awarded to the Member who flies and who is named on the Program account, regardless of who pays for the ticket. Only published fares on Spirit qualify for Points. Points will not be awarded for the fare portion of Reward Ticket travel and Points + Cash reward travel bookings, charter flights, bulk tickets, agency/industry discount tickets, back-to-back tickets, free ticket promotions including free or reduced rate travel, unpublished fares, non-revenue travel, and any other fares that are determined by Spirit to be ineligible for Point awards.

The activities and/or transactions eligible for earning Points, and/or the number of Points available to be accrued, are subject to change by Spirit at any time and without notice or liability.

Any claim for uncredited Points must be received by Spirit within 365 days after the Points were earned from a qualifying Spirit flight (i.e., a flight operated by Spirit) or a Spirit vacations package. Expiration. For flights, that time limit will be based on the first date of travel on an itinerary. Purchases of tickets for flights made up to (30) days prior to the opening of a new Free Spirit account are eligible, upon a Member's request with documentation, for credit of Points that would have been earned. The Member is responsible for ensuring that Points earned are properly credited to their Free Spirit account. If a Member believes that Points have been earned but not properly credited to their Free Spirit account, Spirit may require documentation satisfactory to it, which may include, without limitation, copies of boarding passes and receipts.

No retroactive SQPs (Status Qualifying Points) points requests will be granted. Points will not be awarded on unused, cancelled, forfeited, refunded, or fraudulent travel bookings, purchases, or activities, as determined by Spirit in its sole discretion.

#### Free Spirit Points Expiration

Points in a Member's account do not expire so long as the Member generates Points activity, i.e., either accrual or redemption of Points at least once every twelve (12) months. Points will expire twelve (12) months from the last accrual or redemption activity on the account, regardless of when the Points were originally accrued or set to expire. Free Spirit credit card holders' Points will not expire as long as the Free Spirit credit card account remains open. Once a Member's Free Spirit credit card account is closed, the foregoing expiration rules apply.

### Free Spirit Point Redemption and Reward Travel

Members may redeem Points for Spirit-operated travel options and marketed flights ("Reward Ticket"). Travel using Reward Tickets is subject to Spirit's General Terms and Conditions and Contract of Carriage, which will supersede these Terms and Conditions. Members will be responsible for the payment of any taxes, fees, and other government or airport-imposed charges associated with Reward Tickets. Points may not be redeemed to pay or cover taxes, fees, and other government or airport-imposed charges. Spirit may also offer, from time to time and in its sole discretion, opportunities to redeem Points for other products or services. Points may not be redeemed for any product or service except as expressly permitted by Spirit. Upon confirming a Points redemption, the appropriate Points will be deducted from the Member's account and/or Points Pool. Reward Tickets will be issued in the form of e-tickets.

Reward Tickets have no cash value and are non-refundable. Any tax consequences of a Reward Ticket are the responsibility of the Member.

Reward Tickets, including associated fare, bag and/or seat can only be booked in whole or in part using Points at spirit.com, on the Spirit App if the Free Spirit member is on the booking. Third party reward travel booking is not available at this time. Reward Ticket and, or where otherwise offered, which may not include purchase of travel on Spirit operated fights from third parties.

The number of Points required to obtain Reward Tickets or using Points + Cash and their availability are as determined by Spirit from time to time in its discretion, and may vary and change, including based on the Member's status in the Program. All Reward Tickets are subject to seat availability, including subject to limits on the number of seats on flights available as Reward Tickets or obtained via Points + Cash. Reward Tickets can include any of the currently marketed Spirit travel options; each travel option includes different features. Visit www.spirit.com to find out which features are included in each travel option. Features (e.g., bags, seats) not included in a travel option can only be purchased. Immigration laws in some locations

require proof of onward or return travel. Thus, one-way Rewards Tickets may not be available in some cases.

Members will not earn Free Spirit Points nor Status Qualifying Points on redemption bookings and the cash fare portion of a completed Points + Cash booking. However, Members will earn Free Spirit Points and Status Qualifying Points on any ancillary products purchased as part of a rewards redemption booking or a Points + Cash booking.

Points + Cash is a redemption option that allows Members to pay for Spirit-operated flights using a combination of Points and a monetary payment. Points + Cash reward levels can be viewed on spirit.com by selecting the Points + Cash pricing option. Points + Cash redemptions are Reward Tickets and are subject to all the terms and conditions applicable thereto under these Terms and Conditions. Points used towards a Points + Cash booking must be contributed from a single Member's account unless the redemption is booked by a Member with a Points Pooling account. Spirit reserves the right to change the number of Points required for redemption and/or the price of the ticket, or to impose additional restrictions, prior to booking. Rates may vary by the Member's status in the Program, origin, destination, flight number, date, fare, or any combination thereof, and Spirit may limit the number of seats available on flights that may be purchased via Points + Cash. Points + Cash bookings may not be combined with, and are ineligible for, any other promotional or bonus offers. All Points + Cash bookings are subject to the Spirit Airlines General Terms and Conditions, Contract of Carriage, and the fare conditions applicable to that ticket at the time of booking. Other restrictions may apply.

Members can modify or cancel their Reward Tickets by calling +1-855-728-3555 in the US or Canada. Modifications will be subject to any fare difference from the Member's original itinerary, which may be due in cash unless Spirit allows the use of Points. Cancellations and/or modifications may be made online up to one hour prior to the scheduled departure time of the applicable flight and are subject to change and cancellation fees, which may be due in cash unless Spirit allows the use of Points.

Members will need a credit card at time of booking and are responsible for paying any and all applicable taxes and fees (including, but not limited to: customs, inspection, immigration, security, agriculture, facility fees, passenger facility charges, departure/arrival charges, airport fees, any administrative fees, and the September 11th Security Fee of up to \$11.20 per round trip).

All Reward Tickets are solely usable for travel on Spirit and the routes Spirit operates and are only issued for published routings and destinations offered by Spirit. All Reward Tickets must have confirmed reservations on all legs/segments (e.g., no open Reward Tickets will be issued). Stopovers (overnight stays at connecting cities) are not permitted for travel with Reward Tickets.

Flights purchased with a monetary payment may not, in whole or in part, be exchanged or refunded for Points.

Spirit's <u>General Terms and Conditions</u> and <u>Contract of Carriage</u> apply to Reward Tickets. In the event a Member cancels Reward Tickets, subject to the payment of the applicable fee (if any), Points will be re-deposited to the Member's account. Points used to purchase the Reward Ticket will be forfeited if a Member does not cancel the scheduled flight prior to the check-in window closing and pay the applicable cancellation fee. Please review the <u>General Terms and Conditions</u> and <u>Contract of Carriage</u> for travel requirements and restrictions, liability and baggage limitations, and requirements for the travel of minor children.

For domestic and international travel, Members must present government-issued photo identification. For international travel, Members are urged to contact the relevant embassy or consulate for details on travel documentation requirements.

It is the Member's responsibility to verify their flight information and follow Spirit's recommended check-in times listed on the airport information page. Failure to do so may result in the loss of the Member's seat to another customer and/or denied boarding.

# Free Spirit Points Pooling

Points Pooling is a program feature that allow Members to combine their Points for reward redemptions and Points + Cash reward redemptions. A Points Pool can consist of one (1) primary account

holder ("Pool Pilot") and up to eight (8) friends and family who are existing Members called "Participants." The Pool Pilot must be a Member holding Silver or Gold status and/or an eligible Free Spirit credit card holder. All Members are eligible to be Participants, however, a Member can only belong to one (1) Points Pool at a time and will be required to contribute all their Points to that pool. The Pool Pilot will control the Points Pool and will be the only Member able to redeem the pooled Points at their discretion, without requiring the permission of the Participants. Each Point contributed to the pool will remain associated with the Member that earned the Point but will be available for the Pool Pilot to redeem from the Points Pool. Besides the Pool Pilot, who may redeem pooled Points, each Member may continue to redeem their own Points (while not yet used by the Pool Pilot) regardless of their having been contributed to a Points Pool. Reward redemptions from either the Points Pool or a Participant's accounts will affect the balance of the other account. Contributed Points will be used for redemption in the order in which they will expire, soonest to last, which those with equal or no expiration being used as Spirit may determine. The Pool Pilot may add or remove any of the Participants at any time. Participants can cancel their participation in a Points Pool at any time. The Pool Pilot can cancel the Pool only by contacting Spirit Guest Care. Upon the cancellation of a Points Pool by the Pool Pilot or the departure from a Points Pool by a Participant, unused Point balances will return to the individual Members that contributed them. When a Participant leaves a Points Pool, they may not join another Points Pool for ninety (90) days. Spirit assumes no responsibility for any decisions made by a Pool Pilot. Any redemption from a Points Pool will be subject to the applicable redemption terms and conditions. Point expiration dates will remain unchanged despite being contributed to a Points Pool.

# Free Spirit Status Qualifying Points, Membership Qualification and Benefits

Benefits will only be available to members when they log into their accounts on Spirit.com and add their Free Spirit number to the PNR. Status qualifying points (or SQPs) also referred to as TQP or Tier qualifying points are points that are earned on qualifying spirit purchases and/or purchases made with an eligible Free Spirit Credit card. SQP's can be earned in two ways:

- 1. Earn 1 SQP for every \$ 1 spent on eligible Spirit fare and/or ancillary service purchases.
- 2. Earn 1 SQP for every \$ 10 spent on purchases made with eligible Free Spirit Credit cards.

SQPs are non-redeemable and are used solely to measure a member's progress towards Free Spirit Tier Status qualification and earning the associated benefits in a given calendar year. A "calendar year" is defined as between January 1 through December 31 of each year. At the beginning of each calendar year, the Member's SQP balance resets to zero (0) for the purpose of requalification. If a member fails to requalify for either Silver or Gold status, their membership level will be returned to the lower level as of January 1st of the following year.

# Free Spirit Status levels and Qualification

Status qualifying points (or SQPs) Points earned each calendar year (i.e., January 1 to December 31) will determine the Member's status in the Program. The following are the available statuses:

Silver status is earned when the Member has accumulated 2,000 SQP's within a calendar year.

Gold status is earned when the Member has accumulated 5,000 SQP's within a calendar year.

Once status is attained, a Member's status will not be reduced at least until December 31 of the following year. For example, if a Member earns at least 2,000 Points in Year 1, they will enjoy the benefits of Silver status through December 31 of Year 2 even if they accumulate less than 2,000 Points in Year 2. Their status in Year 2, however, would rise to Gold once they accumulate 5,000 Points in Year 2, and that status would remain in effect at least until December 31 of Year 3.

# Free Spirit Status benefits include:

Accelerated Points Earning – Silver and Gold Members will earn Points at a higher rate (as specified above).

• Silver member points accrual: 8x on fare spend / 16x on ancillary services spend

• Gold member points accrual: 10x on fare spend / 20x on ancillary services spend

**Overweight Checked Bag** – Silver and Gold Members will not be charged a fee when the Member checks a bag that is over the weight limit for the first overage level (51-70 lbs.). This benefit is for the first overweight bag only. the Member will be charged the normal fees for any additional overweight Free bags. This benefit will only be for the Member's travel and will not be extended to any other passengers who are part of the booking. This benefit does not override any airport or other rules for overweight bags.

**Oversized Checked Bag** – Silver and Gold Members will not be charged a fee when the Member checks a bag that is over the size limit (currently 63-80 linear inches). This benefit is for the first oversized level only, the Member will be charged the normal fees for any checked bag over 80 linear inches. This benefit will be only for the Member's travel and will not be extended to any other passengers who are part of the booking. This benefit does not override any airport or other rules for oversized bags.

**Shortcut Security** – Silver and Gold Members will not be charged a fee when the Shortcut Security option is added to their booking. This benefit will be limited to the Member only and is subject to availability at the departure airport.

**Priority Boarding** – Free Spirit credit card holders, Silver, and Gold Members are eligible for boarding on either Group 1 or Group 2, subject to availability, on every booking. If the Silver or Gold Member is on the booking, this benefit will be applied to all the passengers listed on the booking.

**Same-Day Standby Travel** – Silver and Gold Members will not be charged a fee for listing themselves as a revenue standby passenger for an earlier flight on the same day as their currently booked flight. The new journey must be of the same origin and destination as the originally booked flight. The ranking of the Member on the stand-by list will be determined by the program level (Gold or Silver) and the time at which the standby status was requested. When the Member uses this benefit, this will not be considered a change to a reservation and the Member will retain their confirmed status on the original flight. If the Member is not able to board the standby flight, the Member will be permitted to board the original flight. This benefit may only be applied by a Spirit airport agent. When this benefit is applied and seats are available on the new flight, the Member may be confirmed on the new flight. This benefit will be limited to the Member only.

**Points Pooling** – Silver and Gold Members as well as Free Spirit credit card holders are eligible to be a Pool Pilot and open and manage a Points Pool and invite up to eight (8) other Free Spirit Members to join their Points Pool.

**Seat Selection Benefits** – Members will be permitted to select certain seats based on their status level and available seat group. This benefit will be based on seat group availability at specified stages before the scheduled time of departure for an already booked flight. In addition to the seat selection options listed below, once a seat has been purchased using this benefit, the Member will be permitted to move seats to any other available seat within the eligible seat group at no charge. The seat selection benefit will be added to the Silver and Gold Member's bookings provided that they indicate their membership in the Program. Big Front Seats (Group 1) are not eligible for seat selections based on Member status within the Program, but may be purchased with the Spirit First fare.

• Gold Members will be able to choose any available seat with the exception of a Big Front Seat or Premium Seat at the time of booking or at any time prior to departure without paying the standard seat selection fee. Silver Members and base-level Members will be subject to standard seat selection fees at the time of selection and as outlined below.

• Silver Members will be able to choose any available standard seat or exit row seat within three (3) hours of the scheduled departure time of the applicable flight, excluding Big Front Seats and Premium Seats.

**Priority Check-In** – Members are eligible for Priority Check-In at participating airports.

**Space Available Upgrades** – Silver Members may be eligible for complimentary seat upgrades at the departure gate. Guest will not receive the benefits of the new seat such as additional bags, Wi-Fi, etc. Upgrades will be awarded at the sole discretion of Spirit Airlines, are subject to availability, and may be discontinued at any time without notice.

Gold Members enjoy all the Silver Member benefits, plus the benefits below:

**1 Free Checked Bag** – Gold Members will not be charged a fee when electing to check their first bag for each trip/journey on which the Member is traveling. This benefit is only for the first checked bag and does not include special items, overweight or oversized bags (subject to the exceptions above), for which the Member will be charged the normal fees. The Member will be charged for any additional checked bags. This benefit will be only for the Member's travel and will not be extended to any other passengers who are part of the booking. This benefit does not override any airport or other rules for the number of items that can be checked.

**1 Free Carry-on Bag** – Gold Members will not be charged a fee for a carry-on bag for each trip/journey on which the Member is traveling. This benefit will be only for the Member's travel and will not be extended to any other passengers who are part of the booking. This benefit does not override the rule that passengers are limited to a single carry-on item.

**Priority Boarding** – Provided that they indicate their membership in the Program, Gold Members will receive Group 1 Boarding privileges for all those listed in their booking.

**Free Inflight Drink and Snack** – Gold Members will be eligible for one beverage (including alcoholic beverage) as well as one snack on each flight segment on which beverages and/or snacks are offered, both without charge. This benefit will be limited to the Member only. The Member must be 21 years or older to receive alcoholic beverages.

**Pet Fees** – Gold Members will not be charged a fee when traveling with a pet. This benefit will apply to qualifying pets checked-in for the Member. This benefit will be only for the Member's and will not be extended to any other passengers who are part of the booking. This benefit is subject to availability based on the number of pets already checked-in for the flight. This benefit does not override limitations placed on the numbers/types of pets the Member is permitted by Spirit, the departure airport, or the aircraft capacity. To request this benefit, the Member must call Spirit's Guest Care to append the booking with the proper authorizations. They will instruct the Member on the check-in procedure at the airport.

**Wi-Fi** – Gold Members are eligible to receive one (1) complimentary streaming Wi-Fi voucher per segment. Gold Members who purchase the Spirit First travel option will only receive one (1) complimentary streaming Wi-Fi voucher per segment. Gold Members must include their Program account number when booking to be eligible to receive the Wi-Fi benefit. The complimentary Wi-Fi benefit is subject to availability and is not eligible for a refund.

**Space Available Upgrades** – Gold Members may be eligible for complimentary seat upgrades at the departure gate. Guest will not receive the benefits of the new seat such as additional bags, Wi-Fi, etc. Upgrades will be awarded at the sole discretion of Spirit Airlines, are subject to availability, and may be discontinued at any time without notice.

For more details on benefits or any products mentioned above, please refer to Spirit's <u>General Terms and</u> <u>Conditions.</u>

#### Free Spirit Credit Card Benefits

**Priority Check-In** – Free Spirit<sup>®</sup> Mastercard<sup>®</sup> credit card holders and passengers included on the same booking can access Priority Check-In at participating airports by presenting their valid Free Spirit<sup>®</sup> Mastercard<sup>®</sup>.

**Space Available Upgrades**: - Free Spirit<sup>®</sup> Mastercard<sup>®</sup> credit card holders may be eligible for complimentary seat upgrades at the departure gate. Guest will not receive the benefits of the new seat such as additional bags, Wi-Fi, etc. Upgrades will be awarded at the sole discretion of Spirit Airlines, are subject to availability, and may be discontinued at any time without notice.

#### Disclaimer of Warranty

Spirit makes no warranty of any kind regarding the Program. The Program is provided "as is" and without any warranty of any kind, either express or implied. SPIRIT EXPRESSLY DISCLAIMS ALL WARRANTIES

AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FOR DEALING OR USAGE OF TRADE.

### Limitation of Liability and Choice of Law/Venue

Spirit shall not be held liable for, and you hereby waive any claims against Spirit for, any damages whatsoever (whether direct, indirect, special, punitive, exemplary, incidental, consequential or otherwise, whether stated in contract, tort, strict liability or otherwise, and even if Spirit has been advised of the possibility of such damages) arising out of (a) your participation in the Program (including but not limited to the accrual or use of Points or any travel or travel-related activities in connection with the Program); (b) the acts, omissions, products or services of any person or company rendering services or providing offers in connection with the Program: and/or (c) any failure or delay arising out of use of this website, including. without limitation, error, omission, interruption, defect, delay in transmission, or computer virus, Without limiting the generality of the foregoing, if Spirit improperly denies a Member Points, Reward Travel, or some other benefit, the Member's exclusive remedy shall be the issuance of the improperly denied Points, Reward Travel or such other alternative benefit as determined by Spirit in its sole discretion, and Spirit shall have no additional liability whatsoever. In no event shall Spirit be liable to any Member or anyone claiming through a Member or on a Member's behalf, for any other damages, including but not limited to direct, indirect or consequential damages, or lost revenue or profits, arising out of Spirit's acts or omissions in connection with the Program, whether or not foreseen, even if advised of the possibility thereof. Spirit shall not be liable to you or any other party for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather conditions, pandemics, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported, and/or any other cause beyond the reasonable control of Spirit.

These terms and conditions shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida without regard to conflict of law principles or law. All right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with these terms and conditions is irrevocably waived. Any case brought pursuant to these terms and conditions must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. No legal action may be brought by a Member against Spirit or its directors, officers, employees or agents unless commenced within six (6) months from the date of the alleged incident.