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Spirit Airlines

Saver\$ Club Terms and Conditions

Membership in the Spirit Airlines ("Spirit") Saver\$ Club (the "Club") is conditioned on acceptance by you ("Member") of the terms and conditions contained herein. By enrolling in the Club or using or continuing to use the benefits of the Club, the Member is deemed to have agreed to all such terms and conditions set forth herein. We encourage our guests (members and prospective members) to review these terms and conditions periodically.

Section 1. Eligibility and Enrollment.

1.1. Members may enroll in the Club through the manual enrollment page indicating their desire to join the Club or by enrolling in the Club while booking a trip through the spirit.com website (the "Site"). All Club Members must be enrolled in the Free Spirit program. If a Member is not enrolled in the Free Spirit program when enrolling in the Club, the Member agrees to be automatically enrolled in the Free Spirit program and to be bound by the Free Spirit terms and conditions. View the full Free Spirit terms and conditions [here](#).

1.2. Members shall provide and maintain accurate and true personal information when applying for Club membership or using any Club benefits. Failure to do so may invalidate Membership in the Club and any subsequent fare purchase at Spirit's sole discretion. It is each Member's responsibility to

update personal information via the Site within the Member's Free Spirit account profile through this page: <https://www.spirit.com/account/dashboard>

1.3. A Member may cancel his or her membership in the Club at any time by selecting the unsubscribe option within their Saver\$ Club account profile or by notifying Spirit in writing at the address specified Spirit Saver\$ Club Terms and Conditions below in section 9.8. Cancellation requests that are submitted online will become effective within 24 hours. Cancellations by mail will take approximately four (4) to six (6) weeks to become effective.

1.4. Membership in the Club is non-transferable. Only Members may use the benefits of membership in the Club. Members must promptly notify Spirit upon becoming aware of any unauthorized use of Club membership.

1.5. Dual memberships occur when members hold both Paid and Complimentary memberships. Paid memberships will continue and renew based on original membership terms, unless otherwise cancelled. No refunds, credits, or extensions will be granted for Dual memberships.

1.6. In the event of any abuse, fraud, misrepresentation, improper conduct or any violations of applicable rules or policies (including, but not limited to, the Company's Contract of Carriage), Spirit may cancel or suspend Membership.

Section 2. Club Benefits.

2.1. Club Members will have access to book special fares on Spirit not available to non-members. Membership in the Club does not guarantee continued availability of such special fares. Saver\$ Club fares will be displayed on Spirit.com when available. Subject to availability, up to eight (8) guests traveling on the same reservation as the Club Member may also be eligible for special fares, which such rates may differ from those offered to the Club Member.

2.2. Club Members will have access to discounted fees for carry-on and checked bags. Membership in the Club does not guarantee continued availability of such discounted bag fees. Saver\$ Club bag fees will be displayed on Spirit.com when available. Subject to availability, up to eight (8) guests travelling on the same reservation as the Club Member may also be eligible for discounted fees for carry-on and checked bags, which such discounts may differ from those offered to the Club Member.

2.3. Club Members will have access to discounted fees for reserved seats. Membership in the Club does not guarantee continued availability of such discounted seat fees. Saver\$ Club seat fees will be displayed on Spirit.com when available. Subject to availability, up to eight (8) guests traveling on the same reservation as the Club Member may also be eligible for discounted fees for reserved seats, which such discounts may differ from those offered to the Club Member.

2.4. Club Members will have access to discounted fees for options savings, including Shortcut Security. Membership in the Club does not guarantee continued availability of such discounted options savings fees. Saver\$ Club options savings fees will be displayed on Spirit.com when available. Shortcut Security is not available in all airports.

2.5. From time to time, Spirit may offer special partner offers and benefits. The terms and conditions of

Effective August 2024

these promotions will be conveyed separately to Members at enrollment or during the membership term. We encourage you to review such terms and conditions periodically.

2.6 All promotions, fares, fees, and any other special offers whether through Spirit or any of its partners/affiliates are subject to the terms and conditions specifically pertaining to that offer.

2.7. The Member must be the person purchasing the fare or ancillary products, and Members must always be one of the guests traveling when booking a special fare.

2.8. A Member may not purchase tickets for resale.

2.9. Changes to a Member's ticketed itinerary will be processed at the current change fee(s) in effect for Spirit, plus any difference in airfare for the alternate requested date(s) or flight(s).

Section 3. Club Fees and Payment.

3.1. Upon enrollment, each Member will be charged an annual fee of \$69.95 for membership in the Club.

3.2. Enrollment fees are non-refundable, notwithstanding Member's cancellation of membership in the Club.

3.3. By enrolling in the Club, you acknowledge that your membership has an annual recurring payment, and you accept responsibility for all recurring payment obligations before the cancellation of your membership. The annual membership fee will be automatically charged to you at the time of renewal with an active payment method on file in your account. You can use your account to update your preferred payment method for all fees for this membership. If the preferred payment method is unavailable (for example, the payment method is expired and cannot be charged successfully), you authorize us to use another available payment method that we have on record. Your billing date may change if we are unable to successfully charge your card due to technical failures or Federal holidays. Further, if you enroll in the Club using the Uplift payment option, you understand that you will be required to provide a credit or debit card at the time you sign up and you will be automatically charged on that card at the time of renewal unless you have otherwise provided a valid alternate preferred method of payment in accordance with the terms of this Section 3.3.

3.4. At the completion of the original enrollment period, Members will be automatically charged an annual fee of \$69.95 for annual membership in the Club. Such annual fees are nonrefundable, notwithstanding Member's cancellation of membership in the Club.

3.5. Initial or renewal membership fees are subject to change by Spirit at any time without notice to the Member (unless required by law). Any increase in the annual membership fee will take effect upon renewal of a Member's membership.

3.6. Once a Member cancels their membership, it cannot be reinstated and all Club benefits will end as of 11:59 p.m. ET on the date of cancellation. Member must sign up again and pay the applicable enrollment fee to receive Club benefits.

Section 4. Membership Term and Renewal.

4.1. Memberships will automatically renew upon expiration unless Member has cancelled prior to their renewal date. Spirit may, without prior notice, update guests' credit card information via automatic account or billing updater programs offered by authorized third parties. If Spirit is not able to complete the renewal price charge, the Member will lose Membership privileges at the end of the term and the Member must re-enroll to continue Membership.

4.2. Membership will automatically renew for another annual membership, unless Member either cancels his or her membership by unsubscribing within their Saver\$ Club account profile or contacting Spirit to cancel in writing at the address specified in section 9.8. Cancellation requests submitted online will become effective within 24 hours. Cancellations sent by mail will take approximately four (4) to six (6) weeks to become effective.

4.3. Recurring Membership is effective for a period of twelve months following the end of the initial membership period and twelve months following the renewal date in subsequent years.

4.4. Spirit reserves the right to cancel or suspend membership at its sole discretion for any reason.

Section 5. Privacy.

5.1. Spirit is respectful of each Member's privacy. The Site contains our full and current privacy policy, which we encourage you to review. View the full privacy policy [here](#).

Section 6. Liability.

6.1. Spirit accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.

6.2. Except as expressly provided for in this Agreement, Spirit shall not be liable for any loss, cost, expense or damage of any nature (whether direct or indirect), resulting from a Member's reliance upon the information and suggestions provided by Spirit hereunder and the resulting supply of goods and services to a Member by any third party.

6.3. Spirit shall have no liability to a Member for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by a Member which are incomplete, incorrect, inaccurate, arising from their late arrival or non-arrival, or any other fault of Member.

6.4. Spirit shall not be liable to any Member or any other party or be deemed to be in breach of these terms and conditions with respect to any delay or failure to perform any of Spirit's obligations, if such delay or failure was due to any cause beyond Spirit's reasonable control.

6.5. Spirit will not be responsible for lost, misdirected, bounced, or late delivery of sale information delivered via email.

6.6. Under no circumstances shall Spirit's liability exceed any Member's current membership fee and under no circumstances shall Spirit be liable for a Member's incidental or consequential damages.

6.7. Spirit aims to ensure that viruses (or other programs having adverse effects) do not reside on the Site,

but Spirit accepts no responsibility for any virus or other malicious code that a Member may acquire from the use of the Site or from any supplier site.

Section 7. Changes to Terms and Conditions.

7.1. Spirit may amend the terms and conditions from time to time. Spirit may but is not obligated to (unless required by law), attempt to notify Members of any amendments to the terms and conditions.

Section 8. Copyright and Trademarks.

8.1. Spirit owns or is lawfully entitled to all the copyrighted material in this Site. All other intellectual property rights are reserved. This Site is for personal use only and may not be used for commercial purposes. A Member may only download to his or her personal computer for viewing purposes and print out a number of pages of this Site for the Member's personal use. Member may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this Site.

8.2. All trademarks, product names, and company names and logos appearing on this Site are the property of their respective owners.

Section 9. Miscellaneous

9.1. Spirit reserves the right to eliminate, add, change, and substitute participating vendors at any time.

9.2. Member agrees that no joint venture, partnership, employment, or agency relationship exists between Member and Spirit as a result of these terms and conditions or use of this Site.

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

9.4 Children under the age of 13 can only become members of the Club with parental consent.

9.5. By agreeing to these terms and conditions, you are agreeing to receive all Club related emails sent from Spirit. If you cancel your membership in the Club, this will stop all Club emails from being sent to you effective immediately. If you select not to receive other promotional emails from Spirit but are still enrolled in the Club, you will no longer receive any other emails from Spirit except those regarding the Club. You can unsubscribe from receiving promotional emails by simply following the instructions on the email(s).

9.6. 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 guest against Spirit or its directors, officers, employees or agents unless commenced within six (6) months from the date of the

alleged incident.

9.7 Spirit's [General Terms and Conditions](#) and [Contract of Carriage](#) (including but not limited to change/cancellation policies and fees) apply to flights and benefits purchased under the Saver\$ Club.,

9.8. All written correspondence should be mailed to:

Spirit Airlines, Inc.
Attn: Spirit Guest Relations
1731 Radiant Drive
Dania Beach, FL 33004