

Terms and Conditions: Hopper Cancel For Any Reason for Spirit Flights

Hopper (USA), Inc. and its affiliates (“Hopper”), as third-party service provider, have agreed with Spirit to make available Hopper Cancel For Any Reason (“CFAR”) to you, Spirit’s Guests. Hopper CFAR, if offered, is an optional product that enables you to cancel your Spirit flight within a defined period of time for any reason and receive a refund, as set forth in these Terms. CFAR is an option offered by Hopper in connection with certain otherwise non-refundable bookings of Spirit Airlines, Inc. (“Spirit”) flights purchased by you through the Spirit website and mobile web page (the “Site”).

Hopper CFAR operates under the terms and conditions set forth below (the “CFAR Terms”), and as applicable, Spirit’s [General Terms and Conditions](#), Spirit’s [Contract of Carriage](#), and Spirit’s [Privacy Policy](#). By purchasing CFAR, you agree to the CFAR Terms, Spirit’s General Terms and Conditions, Spirit’s Contract of Carriage, and Spirit’s Privacy Policy.

1. How it works. If you have purchased CFAR from Hopper through the Site , you may cancel that booking through Spirit.com and receive a full or partial refund, as provided in the below paragraphs. You will not need any documentation or reason in order to cancel. After the timeframe specified in Section 3 of these CFAR Terms has passed, your Hopper CFAR option will expire and any changes or cancellations to your booking will be subject to the fare rules imposed by Spirit.

2. Cancel For Any Reason Purchase Price. The fee to purchase CFAR is a service fee payable to, and collected on Hopper’s behalf by, Spirit (“**CFAR Fee**”). Note that CFAR must be purchased using a credit card and may be eligible for Uplift monthly payments. Vouchers and reservation credits are not accepted when attempting to purchase Hopper CFAR. **The CFAR Fee is only refundable as indicated below:**

2a. if a reservation is cancelled within 24 hours of initial booking, provided the reservation was made seven (7) days (168 hours) or more prior to the flight’s scheduled departure; or

2b. if Spirit is unable to provide a previously confirmed seat on an outbound flight and is unable to reroute the Guest. However, if the outbound flight is boarded and completed, the CFAR fee is no longer refundable.

3. Valid Cancellation: Except as provided in Sections 6 and 7, in order to be eligible for a refund, you must cancel your booking on the “My Trips” page on Spirit.com **at least 24 hours prior to the scheduled departure time of the first flight (outbound flight) on the booking for which you purchased CFAR.**

4. Form and Amount of Refund. Upon a valid cancellation of your booking within the timeframe specified in Section 3 of these CFAR Terms, you will be refunded an amount equal to a percentage of the cost of your purchased Spirit flight as selected by you when you purchased Hopper CFAR. Your refund will be based on that percentage multiplied by the cost of the base fare, surcharges and applicable taxes, fees and charges and ancillary services (such as baggage, seat selection, etc.) purchased at time of the initial booking, but *excluding* any fees or services

charged after time of booking, Vacation add-ons (such as a hotel or rental car), Wi-Fi vouchers, Travel Insurance, and/or the Saver\$ Club enrollment fee. Such refund will be in the form described in Section 5 of these CFAR Terms. A valid exercise of a CFAR option entitles you only to the refund described above. No additional expenses other than the cost of the Spirit air travel purchased through the Site will be reimbursed (including, for example, the CFAR Fee or excluded ancillaries.) The total amount covered is based on the cost of your original reservation (with the inclusions and exclusions described above). Any subsequent transactions or changes to the initial booking will not be reflected in your refund amount.

5. Getting Refunded. To cancel your reservation and get a refund, cancel via MY TRIPS on Spirit.com. Cancellations are only available via the website at Spirit.com. Refunds will only be issued to the form of payment used to complete the original purchase.

6. Exclusions.

a. If Spirit provides a refund for a reason as outlined in [section 10](#), and [3.3.3](#) of the [Contract of Carriage](#), then you are only entitled to that refund.

b. In addition to the exclusions in Section 6.a, your CFAR option will also be canceled and not available to exercise in any circumstance in which you have requested or are otherwise entitled to a refund under the [Contract of Carriage](#).

7. Other Restrictions.

a. CFAR may only be purchased at the time of booking and may not be added after the booking.

b. CFAR must be purchased for all Guests on the booking, and for all segments or legs of such booking. Exercising CFAR for any flight in the booking will result in a cancellation of all purchased flights for all legs or segments (i.e., outbound and return flights). If there is more than one Guest on the booking, the Guest who made the booking shall determine how to exercise CFAR which shall apply to other Guest(s) included on the travel itinerary.

c. If you split your booking into two bookings, your CFAR option will terminate and the right to exercise CFAR will be forfeited.

d. If you make a voluntary change to your departure date, and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but your right to use CFAR will expire at the earlier of (1) the original cancellation deadline as described in Section 3 or (2) 24 hours prior to your newly scheduled departure for the first flight on your itinerary. If you cancel your booking after this time, you will not be entitled to any CFAR refund.

e. If your purchased Spirit flight has been modified at your request after booking (including but not limited to a change in departure date as described above), and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but CFAR will apply only to the original amount of the purchased Spirit flight and will not take into account any changes to the total purchase cost as a result of your decision to change the origin, destination or date of travel.

f. Hopper may not offer CFAR on every Spirit flight. Spirit and Hopper reserve the right to deny the purchase of CFAR to any Guest for any lawful reason.

g. Except as otherwise explicitly provided in these CFAR Terms, CFAR is only valid for the booking for which CFAR was purchased, is not transferable and cannot be carried over to any future bookings.

8. Application of Certain Taxes. Foreign government imposed value-added tax (VAT) may apply to the CFAR Fee, which will be shown once a specific international route is selected.

9. Not Insurance. Subject to the restrictions and exclusions described above, Hopper CFAR allows Spirit tickets purchased on the site to be canceled for any reason without incurring additional fees. Hopper has agreed to make CFAR available to Spirit Guests to provide a more seamless and flexible experience. The CFAR Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you such as travel insurance or insurance coverage which can be obtained via purchases made with a credit card.

10. Modification. Spirit and Hopper may make changes or updates to these CFAR Terms at any time, at their discretion. Spirit and Hopper will provide notice of such changes by publishing an amended version of these CFAR Terms on the Site.

11. 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.

Effective as of 5/31/2023