

# Wizz All You Can Fly - Terms and Conditions

### **INTERPRETATION**

- 1.1 Terms and expressions defined in the General Conditions of Carriage of Wizz Air (GCC) have the same meaning in these terms and conditions (TC). Bookings made or services purchased on the Website are subject to the GCC of the flight operating Wizz Air entity unless stipulated otherwise in this TC. The GCCs are available here: Wizz Air Hungary Limited, Wizz Air UK Limited, Wizz Air Malta Limited, Wizz Air Abu Dhabi Limited.
- 1.2 The provisions of this TC prevail in case of any contradiction between the GCC and this TC.

### 2 DEFINITIONS

**App**: Wizz Air mobile application connected to the Website and operated by or for Wizz Air where bookings can be made.

**Caravelo:** Changeyourflight S.L. (registered seat: Gran Via de les Corts Catalanes, 641, 1-1, L'Eixample, 08010 Barcelona)

**Flat Fee**: corresponds to the amount defined in Article 2 (3) of Act LIX of 2023 on airline contributions and amending certain tax laws as amended from time to time. The Flat Fee is determined in EUR or other currencies converted from EUR at the exchange rate applied by Wizz Air at the time of the payment. The applied conversion rate may differ from official or interbank exchange rates.

Month: refers to calendar months.

**Passenger**: the natural person using Wizz Air's passenger transport services whose name is provided as a passenger in course of the booking.

**You/Your**: the natural person named as the member of the Wizz All You Can Fly during the Eligible Period who has registered to Wizz All You Can Fly.

Voucher Fee: has the meaning defined in Point 3.1.

Eligible Period: has the meaning defined in Point 3.3.

**Voucher**: the Voucher is regarded as a multi-purpose voucher as defined in Article 259 (24/A) (c) of Act CXXVII of 2007 on Value Added Tax (Hungary), to be accepted in exchange for certain supplies of services as part of the consideration where the scope of eligible services as well as the potential providers of such services (parties accepting this Voucher) are defined in this TC. At the time of the transfer of the Voucher from Wizz Air Hungary Ltd. to You, the exact places of providing for the services to be provided in exchange for the Voucher are not known.

Website: wizzair.com

**Wizz Air**: Wizz Air entity including Wizz Air Hungary Limited, Wizz Air UK Limited, Wizz Air Malta Limited, Wizz Air Abu Dhabi LLC or any other Wizz Air entity that operates the flight You booked.

## 3 ELIGIBILITY

- 3.1 Wizz All You Can Fly is a 12-Month membership offered by Wizz Air Hungary Limited which allows You to travel, subject to restrictions and limitations set out in more detail in this TC, on Wizz Air flights by paying an initial voucher fee (**Voucher Fee**) and a subsequent Flat Fee for each and every flight in accordance with this TC.
- 3.2 You must have a Wizz Air account to register for All You Can Fly. You can register to Wizz All You Can Fly on the Website by selecting Wizz All You Can Fly and accepting this TC and the special conditions therein. You should provide Wizz Air with Your first and last name, gender,

country code, address, mobile phone number, email address and an airport of preference to register to Wizz All You Can Fly. You must be eighteen (18) years of age or older to register to Wizz All You Can Fly. Once You have registered for Your All You Can Fly membership, You will not be able to change the name associated with Your membership, except for the following free-of-charge corrections: (a) correcting up to 3 characters in Your name or surname; (b) extending an abbreviated name to match Your travel documents (e.g., changing "John T. Smith" to "John Thomas Smith"); (c) changing the gender (title) of the name added to the booking; (d) correcting a mix-up between Your first name and last name; and/or (e) changing Your surname due to marriage or divorce (this requires documental evidence, such as a marriage certificate or divorce decree). You will need to contact the relevant call centre make this change to https://wizzair.com/en-ab/information-and-services/contact/contact-us. For detailed information on how we collect, use, and safeguard Your data, please review our All You Can Fly Privacy Notice.

- 3.3 Wizz All You Can Fly is a 12-Month membership commencing from the date of the payment of the Voucher Fee (**Eligible Period**). If You paid the Voucher Fee before 16 August 2024, the first Eligible Period starts on 25 September 2024. For the sake of clarity, this also applies to the calculation of the 30-day withdrawal period within the first Eligible Period under Point 7.2 below.
- 3.4 Upon Your explicit consent in the process of registering to Wizz All You Can Fly for the first time, Wizz All You Can Fly will automatically renew\* at the end of each Eligible Period for further Eligible Periods until the All You Can Fly membership is terminated. You will be notified by email about the upcoming expiration of the ongoing Eligible Period and the automatic renewal of Your Wizz All You Can Fly membership between 60-15 days prior to the end of the Eligible Period.
- \*If You are a consumer that is a resident of Israel, Wizz All You Can Fly will not automatically renew at the end of each Eligible Period for a further Eligible Period. Instead, You will be notified by email about the possible renewal of Wizz All You Can Fly between 60-15 days prior to the end of the Eligible Period, and You can choose to renew Your Wizz All You Can Fly membership by providing Wizz Air with Your express consent.

## 4 **PAYMENT**

- 4.1 You will be charged the Voucher Fee by Caravelo upon registration. In exchange for the Voucher Fee, You will be provided with a Voucher which You can use to book Your first flight for free.
- 4.2 Upon payment of the Voucher Fee (according to Point 3.1 of this TC), You become eligible to book flight tickets under the conditions of this TC in exchange for any Flat Fees within the Eligible Period. Except for the first flight (using the Voucher), for each and every flight booking within the Eligible Period, You will be charged with the Flat Fee.
- 4.3 The Voucher Fee is set out on the Website. The Voucher Fee is determined in EUR or other currencies converted from EUR at the exchange rate applied by Wizz Air at the time of the payment. The applied conversion rate may differ from official or interbank exchange rates. The amount of Voucher Fee and the Flat Fee (as published on the Website) may change from time to time and will be published on the Website.
- The Voucher Fee within Your current Eligible Period, however, may not be changed (i.e., in case of a change in the price, the new Voucher Fee price will be applicable only for the next Eligible Period if You do not terminate Your registration before that in line with Points 7.1, 7.3, 7.5, and/or 7.6). You will be notified by email between 15-30 days prior to the planned changes to the Voucher Fee.
- 4.5 The available payment methods cover payments by bank card. If Caravelo is unable to process Your payment, Caravelo will ask you to select a different payment method. Until the processing of Your payment, Your Wizz All You Can Fly membership is suspended, of which

You will be informed and You will be requested to provide an alternative payment method. The suspension does not mean that You are not obliged to pay the Voucher Fee in cases of a failed payment, regardless of when (i.e., in which Eligible Period) the failed payment occurs.

4.6 If the payment method which You provided is no longer valid or the payment does not go through for the renewal of Your Wizz All You Can Fly membership, if You fail to update Your payment method after Caravelo has requested You to do so, Your Wizz All You Can Fly membership will be terminated.

### 5 BOOKING WITH YOUR VOUCHER

- 5.1 With Your Wizz All You Can Fly Voucher, You can book the first Wizz All You Can Fly flight for free. After you use the Voucher, you can continue to book one-way flights that are available on the itinerary of the Website or App by paying the Flat Fee for each and every flight within the Eligible Period. The booking must be made between three (3) calendar days (72 hours) and three (3) hours before the departure of the given flight. You can book a maximum of three (3) one-way flights for each calendar day. Note that, unless you purchase additional services that state otherwise, normal booking restrictions apply. This means that, if You fail to check in for Your flight between 24 hours and 3 hours before departure for free online, You will be required to pay a fee to check in at the airport counter.
- 5.2 Please note that these benefits are subject to the restrictions and limitations as detailed in Point 6 below.

## 6 RESTRICTIONS AND LIMITATIONS

- 6.1 The number of Wizz All You Can Fly members in each country is limited based on the airport of preference You provide to Wizz Air during the registration. Italian domestic routes (i.e., flights between two Italian airports) are not available with Wizz All You Can Fly.
- 6.2 Wizz Air does not guarantee that You will be eligible to book flights and/or available seats with Wizz All You Can Fly because the availability of flight tickets and seats is subject to certain commercial and algorithmic limitations and restrictions. These include, but are not limited to, the:
  - number of total registered members of Wizz All You Can Fly who are on the given flight:
  - b) number of overall passengers who have already booked flight tickets on the given flight at the time that You try to book a flight ticket with Wizz All You Can Fly;
  - c) number of available seats\* at the time that You try to book a flight ticket with Wizz All You Can Fly; and the
  - d) total seat capacity of the given flight.
- \*Seat availability is not guaranteed. The number of seats available for Wizz All You Can Fly members may differ from those available through regular booking. Wizz Air can decide how many tickets to offer All You Can Fly members for each flight and may add or remove tickets at any time.
- 6.3 Wizz All You Can Fly may be used for booking only if You are the only Passenger. Once you have booked a flight with Wizz All You Can Fly, this booking and/or the Passenger's name associated with that booking cannot be changed.
- 6.4 Except for when You use the Voucher, the Flat Fee must be paid for each and every flight booking.
- You are entitled to use the Voucher by way of booking a flight only within the Eligible Period. The Voucher becomes void and thus cannot be further used after the expiry of the Eligible Period in which it was given unless renewed (see Point 3.4. above). The validity of the Voucher cannot be extended, and, except for the case of withdrawal set out in Point 7.2, the

Voucher Fee cannot be refunded. In the event that the flight which You book with Your Voucher is cancelled by Wizz Air, You should contact the call centre at <a href="https://wizzair.com/en-gb/information-and-services/contact/contact-us">https://wizzair.com/en-gb/information-and-services/contact/contact-us</a> and inform them that the flight for which You used Your Voucher was cancelled. When You book your next flight after this cancellation, You should pay the Flat Fee for that flight and then contact Wizz Air to have the Flat Fee refunded for that flight.

- 6.6 You should only book flights that You intend to board. You should not repeatedly and fraudulently book flights that overlap each other, that are duplicate itineraries, or that are impossible to fly due to the foreseeable delay or cancellation of the flight in an abusive manner. Further, You should check in and show up to flights that You book and should not fail to repeatedly show up for flights which You book. By the same token, You cannot book multiple flights to the same airport or for the same departure time on the day You selected (see Point 8.5 for the consequences for breaching this Point).
- 6.7 Additional services can be purchased and be added to the booking of the respective flight(s) before departure in accordance with the otherwise applicable rules for the given flight (see Point 1.1). The payment of such services (such as baggage or priority) is not covered by Wizz All You Can Fly. Wizz All You Can Fly only includes a carry-on bag.
- All promotions, fares, and any other special offers provided by Wizz Air are subject to the terms and conditions pertaining to that specific offer. Unless otherwise agreed by Wizz Air, the benefits of Wizz All You Can Fly cannot be combined with other offers provided by Wizz Air.

### 7 TERMINATION AND REFUND

- 7.1 You may terminate Your eligibility to Wizz All You Can Fly during the ongoing Eligible Period, in which case Your eligibility to Wizz All You Can Fly will be terminated at the end of the ongoing Eligible Period. In such cases, Wizz Air will not renew Your eligibility to Wizz All You Can Fly for the next Eligible Period as laid out in Point 3.4. Unless elsewhere stated in this TC, You are not entitled to receive any refund or compensation upon Your unilateral termination of Your membership to Wizz All You Can Fly.
- 7.2 You are entitled to withdraw from Wizz All You Can Fly during the first thirty (30) days of the first Eligible Period only if You did not use Your Voucher beforehand. If You withdraw from Wizz All You Can Fly, Caravelo will refund the Voucher Fee in accordance with Point 7.6. For the sake of clarity, the right of withdrawal does not apply to any renewed Eligible Periods.
- 7.3 You can terminate Your membership or withdraw from Wizz All You Can Fly by way of sending Your written notice οf termination to Wizz Air via https://wizzair.com/en-gb/information-and-services/compliments-and-complaints/ before the end of the Eligible Period. You may also terminate Your membership to Wizz All You Can Fly, for which You can find the competent call centre here, under "Existing bookings": https://wizzair.com/en-qb/information-and-services/contact/contact-us.
- 7.4 Wizz Air reserves the right to unilaterally amend this TC at any time by publishing the amended TC on the Website. Should Wizz Air intend to materially amend this TC, You will be notified by email about the proposed amendment within thirty (30) days prior to the planned material amendment which only take effect upon Your approval.
- 7.5 If You are uncomfortable with the proposed material amendments, You can terminate Your Wizz All You Can Fly membership with immediate effect with a written notice of termination (see Point 7.3). In the written notice, you may request the partial refund of the Voucher Fee in proportion to the remaining Months of the Eligible Period.
- 7.6 Wizz Air may stop operating flights in one or several countries. Should Wizz Air proceed to do so and Your airport of preference is affected by this cessation of operations, Your membership to Wizz All You Can Fly will continue until the end of the ongoing Eligible

Period, after which Your Wizz All You Can Fly membership will not be automatically renewed for the next Eligible Period.

- 7.7 Wizz Air may choose to terminate or suspend the Wizz All You Can Fly service at any time. If Wizz Air chooses to end the Wizz All You Can Fly service, at Wizz Air's discretion, either:
  - (a) Your Wizz All You Can Fly membership will be valid until the end of the ongoing Eligible Period. At the end of the ongoing Eligible Period, Your Wizz All You Can Fly membership will not be automatically renewed and you will not be charged for an additional Eligible Period; or
  - (b) Your Wizz All You Can Fly membership will terminate with immediate effect. You will receive a partial refund of the Voucher Fee in proportion to the remaining Months of the ongoing Eligible Period.
- 7.8 Caravelo will use the same payment method for the refund that You provided for Your Wizz All You Can Fly membership in accordance with Point 4.3 above. Caravelo will not refund the fees You paid for any additional services.

#### 8 SUSPENSION AND TERMINATION OF ELIGIBILITY BY WIZZ AIR

- 8.1 Wizz Air may immediately suspend Your membership in exceptional circumstances. Exceptional circumstances include the following:
  - a) You have not provided Wizz Air with any information that Wizz Air requires or Wizz Air has good reason to believe that information You have provided is incorrect or not true:
  - b) You have breached this TC in a material way and did not remedy such breach within a reasonable time after being notified by Wizz Air of such breach;
  - c) Wizz Air is requested or directed to proceed to do so by any competent court of law, government authority, public agency, and/or law enforcement agency.
- 8.2 Wizz Air reserves the right to take all possible legal actions and contact the competent court of law, government authority, public agency, and/or law enforcement agency for any of the reasons for suspension indicated in Point 8.1.
- 8.3 Wizz Air will provide You with a notice of suspension, the reasons for suspension, and the potential means to remedy these reasons for suspension via email, either before the suspension is put in place or within a reasonable time thereafter, unless notifying You would be unlawful or compromise Wizz Air's reasonable security measures. Wizz Air will lift the suspension as soon as practicable after the reasons for suspension have ceased to exist.
- 8.4 Should the reasons of suspension not cease to exist within thirty (30) days after Your receipt of the notice of suspension, Wizz Air may terminate Your Wizz All You Can Fly membership without refunding the Voucher Fee.
- 8.5 If the suspension of Your Wizz All You Can Fly membership stems from breaching the provisions set out in Point 6.6 in two (2) instances per Eligible Period and You did not remedy the reasons for suspension in accordance with Point 8.3, Wizz Air may immediately terminate Your Wizz All You Can Fly membership without refunding the Voucher Fee and may impose a contractual penalty on You, which may be up to the amount of the Voucher Fee.

## 9 MISCELLANEOUS

9.1 Wizz All You Can Fly comprises personal and non-transferable services which cannot be assigned or in any way alienated to any third party. Flight tickets and/or services within the scope of Wizz All You Can Fly cannot be offered for commercial purposes by You to a third party, including but not limited to, internet auctions and/or other online platforms.

- 9.2 For the avoidance of doubt, Wizz Air Hungary Limited (and not Caravelo) is the main service provider of the services stipulated in this TC and You agree to this TC as an agreement between You and Wizz Air Hungary Limited. Wizz Air Hungary Limited guarantees that flights can be booked on all Wizz Air flights in accordance with Point 5, subject to the restrictions and limitations set out in Point 6.
- 9.3 The TC shall be governed by and interpreted in accordance with the laws stipulated in the GCC of the Wizz Air entity that operates the flight You booked in line with Point 4 above if the interpretation of or dispute about this TC arises in connection with a specific booking.
- 9.4 As this TC is concluded between You and Wizz Air Hungary Ltd, it shall be governed and interpreted in accordance with the GCC Wizz Air Hungary Ltd. Any dispute between You and Wizz Air concerning or arising out of the TC in any way whatsoever shall be subject to the jurisdiction that is stipulated in the GCC of Wizz Air Hungary Ltd. Provided that You are a consumer resident in a Member State of the EU, You may also bring proceedings before the courts of that Member State.

In force from: 20 September 2024