

## **FREE SPIRIT® PROGRAM TERMS AND CONDITIONS AND PROGRAM GUIDELINES**

Spirit Airlines has the right to modify or terminate the FREE SPIRIT program at any time, with or without notice.

These FREE SPIRIT terms and conditions (including, but not limited to, rules, regulations, benefits, conditions of participation or mileage levels for awards, tickets and cities served), may also change at any time with or without notice, even though changes may affect the value of the mileage already accumulated. All mileage and subsequent awards must be earned and used according to these terms and conditions and/or member or program guide. Complete terms and conditions will be maintained on spirit.com.

The English language terms and conditions on spirit.com will be the controlling version.

Spirit Airlines has the right to change or terminate any program partner relationships. Spirit Airlines may change the mileage required for any award, modify or regulate the transferability of awards or benefits. The final determination of whether an itinerary qualifies for FREE SPIRIT travel awards is at the sole discretion of Spirit Airlines.

Spirit Airlines reserves the right to make FREE SPIRIT Bonus Miles and promotional offers available to select members based on flight activity, geographic location, program participation, information supplied by the FREE SPIRIT member, or information (excluding any personally identifiable information) supplied by FREE SPIRIT partner programs.

Any abuse of the FREE SPIRIT program is strictly prohibited and may result in the immediate cancellation and forfeiture of a member's account and program participation. Abuse may include, but is not limited to, failure to follow program policies, the instruction of a Spirit Airlines employee or representative, the sale or barter of awards or tickets or any improper conduct as determined by Spirit Airlines. Any mistreatment of the FREE SPIRIT program may result in confiscation or cancellation of tickets at any time. Spirit Airlines reserves the right to take any legal action as necessary.

Spirit Airlines reserves the right to interpret and apply the policies and procedures presented in these terms and conditions and member or program guide. All decisions by Spirit Airlines shall be final.

You agree to receive promotional emails and/or mail correspondence from Spirit Airlines. Mail may be sent by Spirit Airlines, by authorized third parties acting on behalf of Spirit Airlines and/or by Spirit Airlines acting on behalf of a third party (but through its agent). Spirit Airlines is respectful of each member's privacy. The spirit.com site contains our full and current Privacy Policy which shall apply to any FREE SPIRIT member. View the full [Privacy Policy](#).

### **Earning Miles**

Mileage from flights will be credited to accounts as expeditiously as possible and may take up to 10 calendar days to be posted to a member's account. FREE SPIRIT miles will be awarded based on membership tier status at the time of posting. Mileage resulting from purchases made with the Spirit MasterCard, bonus miles, and partner miles may take up to 8 weeks to post to a member's account. Spirit Airlines will make all reasonable attempts to keep accurate mileage records, but members should retain boarding passes and ticket information in the event that this information is needed to prove earned mileage credit.

Members are responsible for requesting mileage credit in the event mileage credit does not automatically post to their FREE SPIRIT account. Mileage credit can be requested for up to 30 calendar days after flight.

Only published fares on Spirit Airlines qualify for mileage credit. Mileage credit will not be awarded for: frequent flyer program award travel, free, charter flights, no value, bulk tickets, agency/industry discount tickets, back-to-back tickets, and any other fares that declared by Spirit Airlines to be ineligible for mileage accumulation. Miles are not earned on flights to and from San Salvador, Bahamas.

Flight cancellations will not be granted award mileage credit.

Miles will not be awarded on unused, forfeited, fraudulent or refunded tickets. Miles will only be awarded to the person who flies and who is named on the FREE SPIRIT account regardless of who pays for ticket. A member may not earn miles for any extra seats that may be purchased. Spirit Airlines is entitled to terminate an individual's membership if there is any fraudulent activity in connection that individual's membership or use of or participation in the program. Spirit may also terminate any status and cancel previously issued tickets or awards.

To receive FREE SPIRIT mileage credit, the name on the ticket and the name on the FREE SPIRIT account must match exactly.

Partner programs that offer FREE SPIRIT miles may have their own privacy policies, terms and conditions, and/or other rules of program governance. The rules of the FREE SPIRIT program and the rules of any partner program apply to Free Sprit members earning miles through these additional partner program mileage earning opportunities.

## **Enrollment**

All benefits that Spirit Airlines and partners offer in the FREE SPIRIT program are conditioned upon a member's compliance with the membership guide and these program terms and conditions. By joining and participating in the FREE SPIRIT program, each member agrees to be bound by these terms and conditions.

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

Spirit Airlines will attempt to, but is not obligated to, email statements and FREE SPIRIT program information to any member electing to receive these statements via e-mail, provided, that Spirit is not responsible for any lost, misdirected, bounced, or late delivery of any e-mail sent by Spirit.

Spirit Airlines has the right to stop e-mailing statements to any member who fails to keep their e-mail address up to date resulting in the delivery failure of emails from Spirit Airlines.

FREE SPIRIT Miles will expire when an account becomes inactive for a period of 3 months or more. An "inactive" account is one that has no miles credited to it from any source during the preceding 3 months. Accounts will become inactive during the month end reporting process, which will be reported to the member on the second business day of each month.

Mileage credit shall remain in a member's FREE SPIRIT account until it is redeemed for award travel or until it expires, whichever occurs first.

Violations of the FREE SPIRIT rules may impact a member's FREE SPIRIT mileage account balance.

Mileage credit and award tickets are non-transferable. Mileage credit cannot be transferred from one FREE SPIRIT account to another (other than with respect to duplicate accounts as described below). Free Sprit miles cannot be sold, gifted, attached, or seized. FREE SPIRIT accrued mileage credit and award tickets do not constitute property of the member. Neither accrued mileage credit, nor award tickets are transferable by the member (1) as part of a domestic relations matter, (2) upon death, or (3) by otherwise based on the operation of law.

The FREE SPIRIT 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. Consequently, the FREE SPIRIT program is void where prohibited by law.

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

Membership is non-transferable.

Only one person may be enrolled per FREE SPIRIT account. An individual may have only one account and that must be in his/her legal name. To receive flight mileage credit, the name on the ticket must match the name on the member's account exactly.

Members shall not maintain more than one FREE SPIRIT account. In the event that more than one account number is assigned to the same individual, the duplicate account will be cancelled and the mileage credit from that account will be transferred to the remaining account. Any enrollment bonus offers will be excluded from this transfer.

Members will be provided a FREE SPIRIT number upon their membership in the program.

Upon enrollment, members should safe-guard the password they assign to access their FREE SPIRIT account via spirit.com. Members should not divulge their password to anyone. If they do, any transactions, violations of FREE SPIRIT program rules or award redemption that may result from providing their password to another party will be the sole responsibility of the member. Spirit Airlines assumes no liability resulting from losses resulting from unauthorized access to, or use of, a member's password.

Spirit Airlines reserves the right to audit FREE SPIRIT accounts at any time to ensure compliance with FREE SPIRIT program terms and conditions and rules.

If a member's name has legally changed since joining the FREE SPIRIT program, then the member should mail a signed, written request detailing the reason for the change to: FREE SPIRIT Member Services, 2800 Executive Way, Miramar, Florida 33025. Supporting legal documentation for the name change, such as a marriage license, court order, divorce decree or legal name change document must be included. Spirit Airlines will not be able to make a name change to any FREE SPIRIT account without the supporting legal documentation.

## **Award Redemption and Travel**

Award Tickets have no cash value and are non-refundable. Tax consequences of FREE SPIRIT Award Tickets, if any, are the responsibility of the FREE SPIRIT member.

All Award Tickets are subject to award seat availability. Award Tickets include a flight reservation only; additional services must be purchased separately. For members redeeming Off-Peak awards, the Award Redemption Fee must be paid with a Spirit MasterCard. Immigration laws in some locations require proof of onward or return travel and as a result, one-way awards may not be available.

Mileage award levels, award redemption fees and FREE SPIRIT status levels are subject to change at any time without notice.

FREE SPIRIT members can redeem Award Tickets in another person's name, although Award Travel may only be ticketed by the member whose name is on the FREE SPIRIT account.

Customers are able to modify or cancel their award itinerary by calling 801-401-2222. There will be a fee of \$110 per passenger for modifications. Cancellations will incur a \$110 mileage redeposit fee. Changes and cancellations are not permitted within 24 hours of scheduled departure. Availability is not guaranteed for modifications. All changes are subject to current award levels for the available flight(s).

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 and departure/arrival charges, any administrative fees and the September 11th U.S. Security Fee of up to \$10 USD roundtrip) and are responsible for obtaining any necessary travel documents for award travel.

All award tickets are solely redeemable for travel on Spirit Airlines and the routes Spirit Airlines services.

If you incur a delay or cancellation by Spirit Airlines while booked on an award ticket, you will be accommodated on a future Spirit Airlines flight.

## **Communications**

You agree to receive promotional emails from Spirit Airlines. You can unsubscribe from these emails at any time by visiting our [Sign Up](#) page accessible from the home page or by simply following the instructions on our email(s).

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