

## Upgrade to Business Class Terms and Conditions

1 The following terms and conditions ("Terms and Conditions") shall apply to an offer made by you to flydubai ("flydubai", "we", "us") for an opportunity to upgrade from Economy Class, that was originally purchased for travel with flydubai, to Business Class ("Offer").

2 You must be at least 18 years of age and legally able to enter into binding contracts. You shall be deemed to have the legal authority to act on behalf of and to bind the person or persons named or included in the Offer.

3 An Offer, when submitted by you in association with a booking made with flydubai, whether made directly via the flydubai website or indirectly through other means, shall entitle the person or all persons named on your booking, subject to these Terms and Conditions, to be considered for an upgrade.

4 Offers can only be made on selected flights operated by flydubai on which Business Class is available, on condition that you have purchased a fully paid and valid ticket issued directly by flydubai for the concerned flight. An Offer may not be made by passengers who do not have tickets issued directly by flydubai, for example, including but not limited to code share or interline tickets. It is hereby clarified that the Offer submitted for the upgrade represents an amount additional to the price that the you have paid for the booked ticket(s).

5 If more than one passenger exists in the original flight booking reservation, the Offer made by you will apply to each passenger named on that booking. In other words, the Offer you make for an upgrade will be multiplied by the number of persons included on your original flight booking reservation. Prior to submitting your credit card details for payment, you will see the total amount which you will be charged for the upgrade in the event your bid is successful. You can use a different credit card to pay for your bid amount. However, you will need to present a photocopy of the front of the credit card and a photocopy of the cardholder's passport at the airport during check-in.

Please note: a credit/debit card cannot be used to pay on behalf of someone else travelling to or from Bangladesh, Ethiopia, Nepal, Pakistan, South Sudan, Sri Lanka or Sudan.

6 You may only submit one Offer per flight which corresponds to your purchased ticket. Each Offer has a minimum and maximum bid value setting.



7 If you decide to make an Offer by clicking the link emailed to you, you will be redirected to plusgrade.com who manage the upgrade bidding system on behalf of flydubai. You should familiarise yourself with any terms and conditions or policies as may be applicable by Plusgrade when using their systems.

8 flydubai reserves the right, in its sole discretion, to decide whether or not to accept your Offer, and it makes no representation that any passenger will be upgraded regardless of whether or not seats are available in the class of service for which an Offer is being made.

9 An Offer that complies with these Terms and Conditions will be valid from the time of its submission to flydubai. You may only make an offer to upgrade between 8 days and:-

- (i) 10 hours prior to the scheduled departure time of your flight if you are flying from Dubai; or
- (ii) 18 hours prior to the scheduled departure time of your flight if you are flying to Dubai.

Once you have checked in online, you can no longer place a bid to upgrade. Subject to Clauses 9 and 10 below, an Offer may be cancelled by you at any time before the bidding ends up to 10 or 18 hours prior to your scheduled time of departure (depending on whether you are travelling to or from Dubai (see 8(i) and 8(ii) above)) ("Expiry").

10 By submitting an Offer, you agree that your Offer will remain open for acceptance by flydubai at any time up to the Expiry. Unless the Offer has been accepted by flydubai, you can change or cancel an Offer up until the Expiry. You will be notified via email if your Offer was accepted or rejected.

11 You may change or cancel an Offer through the hyperlink on the "confirmation of offer received" email prior to Expiry provided that your Offer has not already been accepted by flydubai and provided your credit card has not been charged. Once you are notified via email that your Offer is accepted by flydubai, it can no longer be canceled or amended and you agree to be legally bound to complete payment via deduction from your credit card for the price stated in the Offer. Once an Offer has been accepted by flydubai (even if it is accepted before Expiry) it is not permitted to withdraw your Offer, except and to the extent described in these Terms and Conditions.

12 In the event that flydubai cancels a flight and re-accommodates you on another flight, any Offer you made in relation to the original booking may, at the sole discretion of flydubai, be transferred to the new flight(s) subject always to the availability of seats in Business Class.



13 In the event flydubai accepts an Offer, it will immediately charge the credit card the full amount due, and flydubai will revalidate your existing ticket reflecting an upgrade for each passenger included in the original flight booking. You will receive an updated travel itinerary highlighting the new cabin of service. The total amount charged will include all applicable pre-payable taxes and fees (if any) for the upgrade. Authorities in certain countries may introduce or revise tax rates which are to be collected from passengers. Under such circumstances, you will need to pay such additional taxes as may be applicable at your time of departure.

14 The charge on your credit card may appear in the name of "flydubai", or similar. You agree that you cannot challenge or dispute a charge for reason of the name appearing on the credit card statement as aforementioned.

15 Once your Offer has been accepted by flydubai and your credit card has been charged, the upgrade will be valid only on the flight and date shown and there will be no refunds or exchanges permissible except under the following conditions:

- a. The flight for which your Offer was accepted and you received an upgrade was cancelled, and flydubai re-accommodated you on another flight but in Economy Class.
- b. Your Offer was accepted and you were given an upgrade, but you were not able to be seated in Business Class for reasons attributable to flydubai, including, but not limited to, a change in equipment, a delay in the connecting flight that resulted in you missing your connection on the flight which you were upgraded (excluding reasons attributable to your actions, including, but not limited to, you on your own volition opting to change flights or you missing a flight by failing to arrive at the gate before the specified closing time or other reasons for denied boarding identified in flydubai's Conditions of Carriage).
- c. It is permitted under applicable Fare Rules and/ or flydubai's Condition of Carriage or applicable International Regulations or Conventions.

For the avoidance of doubt, unless applicable laws or regulations provide otherwise, all refunds referred to in these Terms and Conditions shall only be processed to voucher in line with flydubai's Conditions of Carriage and applicable Fare Rules.

16 flydubai's business Fare Rules for Business class passengers will apply to your ticket in line with our Conditions of Carriage if and when your Offer is accepted and you receive an upgrade, including cancellation policies, change fees, baggage allowance. However should any of the circumstances stipulated in Article 15 above result in a downgrade to Economy, then flydubai's Flex Fare Rules will apply to your booking.



17 flydubai reserves the right, in its sole discretion, to decide which flights will be available for upgrade and whether or not to accept your Offer, and it makes no representation that you will be upgraded regardless of whether or not seats are available in the class of service for which an Offer is being made. flydubai has no liability to you if your Offer is not accepted.

18 flydubai doesn't guarantee specific seat assignments to passengers whose Offers are accepted and who are upgraded. If you paid for seat reservation for an originally purchased economy class flight and your Offer was accepted, the amount paid for the seat reservation will not be refunded.

19 flydubai reserves the right to modify and otherwise change these Terms and Conditions at their own discretion.

20 These Terms and Conditions should be read in conjunction with flydubai's Condition of Carriage, Website Terms of Use, Privacy and Security Policy, Frequently Asked Questions and other applicable policies and rules which you can access on [www.flydubai.com](http://www.flydubai.com). These Terms and Conditions are governed by the laws of Dubai, United Arab Emirates and the courts of Dubai, UAE shall have exclusive jurisdiction in handling any disputes.

21 By making an Offer for an upgrade, you explicitly agree that you have read and understood these Terms and Conditions and that you agree to be bound by the same.

22 The failure of flydubai to exercise any of its rights shall not be construed as a waiver or relinquishment of the future performance of any of its rights, and your obligations with respect to such future performance shall continue in full force and effect.

If you have any queries please contact [upgrades@flydubai.com](mailto:upgrades@flydubai.com).