

Effective July 17, 2024

Accrual

Eligible customers can earn Flight Credit from on-demand charter flights arranged by Wheels Up¹.

1. Only the following customers are eligible: (a) Wheels Up Charter Customers, who are pay-as-you-go charterers and who are not Wheels Up Members²; (b) Wheels Up Core Pay-as-you-Fly Members, who purchased their membership on or before July 16, 2024; (c) Wheels Up Connect Members who purchased their membership on or before July 16, 2024; (d) Air Partner LLC charter customers who were referred to Air Partner LLC by Delta Air Lines, Inc. ("Delta") or a Delta travel agency partner; and (e) former Wheels Up Members who were referred to Air Partner by Wheels Up on or after January 1, 2024.
2. Eligible customers will automatically earn US\$1,000 flight credit ("Flight Credit") for each US\$50,000 in flown Flight Spend, in accordance with these terms and conditions.
3. Wheels Up Charter Customers must create and maintain an account with Wheels Up. You can create your account by downloading the Wheels Up App from your favorite app store or by visiting our website members.wheelsup.com and following the instructions to create your account. Please review the Wheels Up Digital Terms of Use at www.wheelsup.com. You are responsible for all activity within your account.
4. "Flight Spend" means amounts paid to Wheels Up for on-demand air transportation, excluding all ancillary purchases or fees, such as taxes, passenger fees, catering, ground transportation, fuel surcharges, or carbon offset fees, for each Flight Segment.
5. "Flight Segment" means a flight between two destinations, measured by one take off and one landing, with 6 minutes added to each takeoff and landing to compensate for taxi time.
6. Flight Spend is only attributed to the eligible customer's account whose form of payment was used to pay for the flight, per Flight Segment, regardless of who is a passenger, and after the Flight Segment was flown. In the case of a business entity, the business entity's account, not any passenger, will accrue Flight Spend and Flight Credit.

¹ "Wheels Up" means the following U.S. air charter brokers (a) Wheels Up Partners LLC, (b) Wheels Up Private Jets LLC, and (c) Air Partner LLC; and the following brokers outside of the U.S. (d) Air Partner Limited, (e) Air Partner International, (f) Air Partner International GmbH, and (g) Air Partner Srl.

7. Wheels Up will continuously track your Flight Spend. If you elect to become a Wheels Up Member, Wheels Up will suspend tracking your Flight Spend while you are a Member. If you later cancel your Membership and continue to do business with Wheels Up as a Wheels Up Charter customer, we will resume tracking your Flight Spend.
8. Flight Credit cannot be used in conjunction with other promotions, discounts, or offers unless explicitly allowed.
9. Flight Credit expires 12 months after the date it was issued (the "Validity Period"). Flight Segments using Flight Credit must be completed within the Validity Period.
10. Flight Credit will be issued to an eligible customer's Wheels Up Account within thirty days after the completion of the itinerary's last Flight Segment and a finalized bill has been confirmed with no outstanding balance due and owing to Wheels Up.
11. Wheels Up Charter Customers can track Flight Spend and view accrued Flight Credit on the Wheels Up App or website.
12. Flight Credit will not be given to the following: Members, Wheels Up Experience, Inc.'s (including all subsidiaries and affiliates) officers, directors, or employees.
13. Flight Credit will not be given for the following: any flight booked by a Member unless expressly provided for herein, Shared Flights, Hot Flights, scheduled shuttle charter flights, group charter flights, "empty leg" or non-revenue flights, free or discounted flights of any kind, or flights which U.S. carriers are prohibited from providing or facilitating under U.S. sanctions regulations or other applicable law.

Redemption

Eligible Wheels Up Charter Customers can redeem Flight Credit on flights arranged by Wheels Up.

1. Flight Credit may only be used towards future flights arranged by Wheels Up. Flights may be operated by Wheels Up Partners LLC, Wheels Up Private Jets LLC, or Mountain Aviation LLC (each an "Operator"), or by a third-party Operator, determined in Wheels Up's sole discretion. An "Operator" means each licensed air carrier that

² A "Member" is a person or business entity that signs an agreement to join the Wheels Up Club, which is a private, membership-based club. Members pay a Membership Fee to maintain their membership.

provides air transportation services to you, as such air carrier may be utilized or designated with prior notice to you by Wheels Up.

2. Flight Credit can only be used to offset the cost of a qualifying flight; it is not transferrable or redeemable for any other purpose.
3. Eligible customers who have accrued Flight Credit may apply as much Flight Credit as they have available on account to any qualifying Flight Segment.
4. Flight Credit earned as a part of this promotion can be used if you later decide to become a Member, as long as the Flight Credit is valid.
5. You cannot transfer Flight Credit to another Wheels Up customer, or other party, including family members or related parties.
6. You are prohibited from bartering or selling your Flight Credit.
7. Flight Credit cannot be redeemed for cash or refunded.
8. Your use of Flight Credit constitutes acceptance of these terms and conditions.
9. Should you close your account, you will forfeit your tracked Flight Spend and all Flight Credit.

Additional Terms and Conditions

This promotional benefit is subject to additional terms and conditions.

1. This is a promotional program. Wheels Up may modify or end this benefit at any time, in its sole discretion, without notice. If this promotional program is terminated, any eligible Wheels Up Charter Customer's earned but unused Flight Credit will remain valid for its original Validity Period, unless they close their account.
2. You will be notified of any modification or termination of this promotional program in the Wheels Up App.
3. Wheels Up shall not be liable for any punitive, consequential, indirect, or special damages arising out of or in connection with this promotional program, whether or not Wheels Up had knowledge that such damages might be incurred.
4. Wheels Up shall not be liable for any damage arising out of its compliance with any law, rule, order, regulation, or requirement or as a result of a Wheels Up Charter

Customer's failure to comply with such law, rule, order, regulation, or requirement or as a result of a Wheels Up Charter Customer's reliance on advance provided by Wheels Up regarding such law, rule, order, regulation or requirement.

5. All activity in your Wheels Up Account is subject to review and adjustment by Wheels Up at any time and without notice to you to ensure compliance with applicable terms and conditions. Any suspected fraud, misrepresentation, misuse, abuse, or violation of applicable terms and conditions may result in cancellation of booked flights, suspension or termination of your account, and loss of accrued Flight Spend and/or Flight Credit.
6. The rights and obligations created by this promotional program and any and all matters arising therefrom shall be governed by and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles, regardless of the legal theory upon which such matter is asserted.
7. By using Flight Credit, you agree to waive a trial by jury in any action or proceeding between you and Wheels Up. You also waive any right to pursue disputes on a class-wide basis. You agree that no claim or dispute arising from these terms and conditions, or this benefit may be joined with a claim or other dispute of any other person or entity, and you may not assert a claim in a representative capacity on behalf of anyone else or any other entity in any lawsuit or proceeding.
8. Some or all parts of this promotional program may not be legal in certain states or countries. Consequently, this benefit is void where prohibited by law.
9. All flights are subject to the Wheels Up Passenger Notices, found at www.wheelsup.com.
10. Wheels Up respects its customers' personal privacy. See the Wheels Up Privacy Policy at www.wheelsup.com, for more information.
11. If you have any questions, or believe there is an error in your account, please email info@wheelsup.com or call toll-free 855-FLY-8760 (855-358-8760).

[End of Terms and Conditions]