

Anlage zur Klage gegen Wizz Air Hungary Ltd.

Es werden Unterlassungsanträge bezüglich nachfolgender verbraucherschutzwidriger  
Praktiken geltend gemacht:

zu unterlassen,

im Rahmen geschäftlicher Handlungen gegenüber Verbrauchern in Deutschland auf der  
Internetseite <https://wizzair.com/de-de> den Abschluss eines Mitgliedschaftsprogramms („All  
You Can Fly“) anzubieten und/oder anbieten zu lassen und dabei Allgemeine  
Geschäftsbedingungen zu verwenden, die nicht in deutscher Sprache verfügbar sind, wenn  
dies geschieht wie in Anlage K 2 dargestellt.



## Wizz All You Can Fly – Terms and Conditions

### INTERPRETATION

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](#).
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.

**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 from HUF 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:** natural person named as the member of the Wizz All You Can Fly during the Eligible Period who 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 3.2.

**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](http://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-Months plan offered by Wizz Air Hungary Limited, which allows You to travel, subject to availability, on Wizz Air flights by paying an initial voucher fee (**Voucher Fee**) and a Flat Fee for each flight in accordance with this TC.
- 3.2. You can register to Wizz All You Can Fly on the Website by selecting the Wizz All You Can Fly plan 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, e-mail address and an airport of preference to register to Wizz All You Can Fly. Alternatively, You can use your Wizz Account for the registration.
- 3.3. You can register to Wizz All You Can Fly for a mandatory 12-Months period (**Eligible Period**) which starts with the payment of the Voucher Fee. Should You pay the Voucher Fee before 13 August 2024, the Eligible Period starts with the 25 September 2024.

- 3.4. Upon your explicit consent in the process of subscribing 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 a further Eligible Period unless the All You Can Fly is terminated as per Points 7.5, 8.4 and 8.5 below.

#### **4. PAYMENT**

- 4.1. You will be charged with the Voucher Fee upon registration. In exchange for the Voucher Fee, You will be provided with a Voucher which You can use to book your first flight.
- 4.2. For every flight booking within the Eligible Period, you will be charged with a Flat Fee in addition to the Voucher Fee paid upon the initial purchase. Therefore, the initial purchase covers the payment of the Flat Fee and the Voucher Fee. Upon purchase and redemption of the Voucher (according to Point 6.5 of this TC), You become eligible to book additional flight tickets in exchange for the Flat Fee only within the Eligible Period.
- 4.3. The Voucher Fee is set out on the Website. 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.
- 4.4. The Voucher Fee within Your current Eligible Period, however, may not be changed (ie. in case of a change, the new Voucher Fee will be applicable only for the next Eligible Period if You do not terminate Your registration before that in line with Point 7.1). You will be notified by email within 30 days before the planned changes to the Voucher Fee.
- 4.5. The available payment methods cover payments by bank card. If Wizz Air is unable to process your payment, Wizz Air asks you to select a different payment method. Until the process of your payment, your Wizz All You Can Fly registration is suspended, of which you will be informed and requested to provide an alternative payment method. The suspension does not mean that the You are not obliged to pay the Voucher Fee in case of failed payment.

#### **5. BENEFITS**

- 5.1. With the registration to Wizz All You Can Fly You can book one-way flights that are available in the itinerary of the Website or App within the Eligible Period if the booking is made within calendar 3 days (72 hours) before departure. You can book a maximum of 3 one-way flights for 1 day (24 hour).
- 5.2. You can use the Voucher to book your first flight, after which You can continue to book flights in exchange for the Flat Fee only.
- 5.3. Please note that these benefits are subject to the restrictions as detailed in Point 6 below.

#### **6. RESTRICTIONS AND LIMITATIONS**

- 6.1. The number of Wizz All You Can Fly members are limited on a country specific basis, meaning that Wizz Air may determine an overall number of Wizz All You Can Fly members based on the airport of preference You provide to Wizz Air during the registration. Italian domestic routes (ie. 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 via the Wizz All You Can Fly, because the provision of flight tickets depends on a number of internal and external factors. These factors include, but not limited to the
  - a) number of total registered members of Wizz All You Can Fly,
  - b) number of overall passengers with booking to the given flight, and the
  - c) seat capacity of the given flight.
- 6.3. Wizz All You Can Fly may be used for booking only if the You are the only Passenger. Once you booked a flight with Wizz All You Can Fly, this booking cannot be changed later on.

- 6.4. Regardless of whether You use the Voucher, the Flat Fee must be paid for each and every flight booking.
- 6.5. You should redeem the Voucher by way of booking a flight within the Eligible Period. The Voucher becomes void and thus cannot be further used after the expiry of the given Eligible Period. 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 reimbursed.
- 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. By the same token, You cannot book flights to the same airport, or for the same departure time on the day You selected.
- 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 covers only a carry-on bag.
- 6.8. 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 REIMBURSEMENT**

- 7.1. You cannot terminate your subscription to Wizz All You Can Fly with immediate effect during the mandatory Eligible Period except for the case under Points 7.4 and 7.5. However, You may terminate your eligibility to Wizz All You Can Fly during a given Eligible Period in which case your eligibility to Wizz All You Can Fly will be terminated after the end of the mandatory Eligible Period. In such case Wizz Air will not renew your eligibility to Wizz All You Can Fly for the next Eligible Period.
- 7.2. You cannot withdraw from Wizz All You Can Fly if You used the Voucher within the first 14 days of the first Eligible Period. If You withdraw from Wizz All You Can Fly without using the Voucher within the first 14 days of the Eligible Period, Wizz Air will reimburse the Voucher Fee in accordance with Point 7.6.
- 7.3. You can terminate your eligibility or withdraw from Wizz All You Can Fly by way of sending your declaration to Wizz Air via <https://wizzair.com/en-gb/information-and-services/compliments-and-complaints/>. You may also terminate your eligibility to Wizz All You Can Fly, for which You can find the competent call centre here under “Existing bookings”: <https://wizzair.com/en-gb/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 e-mail about the proposed amendment within 30 days before the planned amendment, which only takes effect upon your approval. If You are uncomfortable with the proposed amendment, You may terminate your Wizz All You Can Fly eligibility subscription upon the written notice to Wizz Air with immediate effect.
- 7.5. Wizz Air may stop offering the Wizz All You Can Fly to consumers located in one or several countries. Should Wizz Air elects proceed so, You may terminate your eligibility upon the written notice to Wizz Air with immediate effect or your eligibility to Wizz All You Can Fly will be valid till the end of the actual Eligible Period in the given country and/or countries but will not be prolonged for the next Eligible Period.
- 7.6. Wizz Air will apply the payment method for the reimbursement that You applied for subscribing to Wizz All You Can Fly in accordance with Point 4.3 above. Wizz Air will not reimburse the fees You paid for additional services.

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

- 8.1. Wizz Air may suspend the Your eligibility immediately in exceptional circumstances. Exceptional circumstances include the following:
- a) You have not provided Wizz Air with any information Wizz Air requires, or Wizz Air has good reason to believe that information You have provided is incorrect or not true;
  - b) You breached this TC in a material way and did not remedy such breach within a reasonable time provided by Wizz Air;
  - c) Wizz Air is requested or directed to proceed so by any competent court of law, government authority, public agency, 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, or law enforcement agency in case of the reasons for suspension indicated in Point 8.1.
- 8.3. Wizz Air provides You with a notice of any suspension, the reasons for suspension and the potential means to remedy the reasons for suspension via email either before the suspension is put in place, or within a reasonable time after, 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 30 days after the receipt of the notice of suspension, Wizz Air may terminate the Wizz All You Can Fly eligibility without refunding the Voucher Fee.
- 8.5. If the termination of the Wizz All You Can Fly eligibility stems from breaching the provision set out in Point 6.6 for 3 instances and You did not remedy the reasons for suspension in accordance with 8.3, Wizz Air may immediately terminate your Wizz All You Can Fly eligibility without refunding the Voucher Fee and impose a contractual penalty on You 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, it is Wizz Air Hungary Limited that provides 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 11.4 above if the interpretation of or dispute about this TC arises in connection with a specific booking.
- 9.4. Otherwise, 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 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 be able to bring proceedings before the courts of that Member State.

In force from: 13 August 2024