

Terms & Conditions

The flynas Upgrade Service ("Upgrade", "Service", or "Upgrade Service"), allows you to place a bid for an upgrade to Premium Class on an existing confirmed economy flight booking to travel with the airline, flynas Company of PO Box 30516, Riyadh 11361, Kingdom of Saudi Arabia, ("flynas" or "Airline").

The following Terms and Conditions apply when you use the Service. The Service represents an additional purchase to your existing original booking to travel with the Airline.

Plusgrade, is the solution and technology provider for the flynas Upgrade service. Your flight booking remains governed at all times by the Airline's Terms and Conditions of Carriage.

1. General

We reserve the right to amend these Terms & Conditions at any time without notice to you.

These Terms and Conditions shall be construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia but in enforcing these Terms and Conditions, the laws of the user's country of residence at the time the request is submitted shall govern these Terms and Conditions.

Without prejudice to your right under mandatory local laws to initiate legal proceedings before other competent courts, you submit to the exclusive jurisdiction of the courts of Riyadh, for settlement of any dispute which might arise as a result of or in connection with these Terms and Conditions.

These Terms and Conditions should be read in conjunction with flynas' Conditions of Carriage and Privacy Policy and are hereby incorporated into and form part of these Terms and Conditions. In the event of any contradiction between the Terms and Conditions in any language other than English language (such as Arabic etc.), the Terms and Conditions in the English language shall always prevail.

1. Use of Service

2.1 Using the Upgrade Service

The Upgrade Service allows you to enter your desired price ("Bid") for an upgrade to Premium Class travel at an attractive price, but on a non-guaranteed basis.

You will find out whether your Bid has been accepted or rejected approximately 4 hours before departure.

2.2 Availability of the Upgrade Service

The Upgrade Service is only available on selected flights operated by flynas. The Service is only available on condition that the passenger has a confirmed ticket for the concerned flight. Some flynas routes may be excluded.

2.3 Using the Upgrade Service and Payment

To access the service, you will identify yourself (input basic PNR details: Booking Code and either Contact Email or Passenger Name and Surname) and proceed to complete the request forms. The platform controls the validity of each booking, reviews all the requests, and verifies which requests are assigned.

If your flight(s) are eligible for the Upgrade Service, you will be asked to enter your desired Bid for each flight. There may be a minimum and maximum Bid price, as indicated on the website.

The deadline for submitting a Bid is four (4) hours before the departure of the relevant flight. Once you have selected your Bid amount, you will be asked to enter your payment card and contact details and to accept these Terms and Conditions. At this point you are committing to place the Bid.

A payment authorization is made using your card details however no initial payment is required and your credit card details are securely stored in accordance with data protection and Payment Card Industry Data Security Standards (PCI DSS). Payment is only taken at Decision Moment and only if your Bid is accepted. If your Bid is accepted, you will be charged the Bid amount in the selected currency. Your Bid will be automatically rejected if payment cannot be taken in full.

2.4 If we accept your bid

Once a Bid is accepted, it cannot be cancelled or withdrawn.

The upgraded ticket is subject to the fare rules and conditions applicable to the original ticket, for example, cancellation policies and change fees.

In the event that the travel date has been modified after obtaining the upgrade, flynas is not obligated to secure a seat for the passenger in the class to which he was upgraded, until an additional fee is paid for the upgrade according to the change policies and conditions applicable to the fare class of the original ticket.

Your payment card will automatically be charged for the Bid amount using the details entered when you made your Bid. You will be charged the corresponding amount in the currency indicated when you made your Bid. This may be Saudi Arabian Riyal (SAR), US Dollar (USD) or Euro (EUR).

The final amount charged may differ due to your payment card provider's fluctuating daily exchange rates and commissions on foreign currency transactions. As our acquiring bank is located within the EU, please note that your card provider may charge you an overseas transaction fee. For further clarification please contact your card provider.

The fare conditions for the original ticket you purchased shall remain in effect and will be applicable even if your Bid has been accepted, including, but not limited to, cancellation

policies, change fees, reimbursement rules and other rules relating to the potential accrual of frequent flyer miles or other benefits.

If you have already purchased bags, lounge access or a seat reservation, the value of these extras will be credited to you as a credit shell against your booking reference. Pre-ordered meals will be cancelled and no refund can be granted.

2.5 Changing or canceling your bid

Before the offer is accepted, you can freely modify or cancel your Bid at any time. To do this you must go to the section 'Manage' on the Service website or click on the corresponding link in the confirmation e-mail which will have been sent to you to validate that your request has been submitted or amended. The Upgrade Time takes place 96 hours and 4 hours prior to departure.

2.6 Earning SMILE Points

The nasmiles loyalty program is a customer rewards program offered by flynas, whereby nasmiles members can earn and redeem SMILE Points ("Point Rewards") in accordance with the Terms and Conditions set forth 'here' -

<https://www.flynas.com/en/nasmiles/overview/t-c>

If a bid price is accepted, you may earn SMILE points relevant to the amount paid, excluding any applicable tax or fees. The total value of SMILE Points earned is an approximation and may vary due to currency conversion at time of upgrade acceptance. To earn SMILE points on your Upgrade, you should ensure that your booking holds your current nasmiles number

3. User's Rights and Responsibilities

Your identification details are strictly personal and confidential. You are responsible for maintaining the confidentiality of your identification and booking reference details provided by flynas.

You must have reached the legal age of majority in your country of residence at the time the Bid is submitted.

You shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included on the Booking to these Terms and Conditions. You agree that your Bid remains open for acceptance by the Airline at any time up to the Upgrade Time.

4. Bid Acceptance/Rejection and Operational Changes

The Airline is under no obligation to satisfy any Bid, and it makes no representation that any passenger will receive the flynas Upgrade service or upgrade requested. The acceptance or rejection of a Bid is always at the sole discretion of the Airline and does not indicate that the Airline will accept or reject any other similar Bid in the future. If there are last-minute flight plan amendments by flynas or booking changes on your part (less than 24 hours before departure), due to technical reasons it cannot be guaranteed

that your Bid will be taken into consideration. Evidently under these circumstances, no charge will be made to your credit card. You may access the Service website to check whether your new flight(s) are eligible for the Upgrade Service.

After acceptance of your Bid it may be necessary for flynas to change the aircraft type operating for your flight or to change seat allocations for other operational reasons. In such circumstances, we will endeavour to honour your Upgrade request, however this cannot be guaranteed. If we are unable to provide the Upgrade in the new flight (only where your Bid has been accepted), the Bid amount paid by you will be refunded as set out in the Refunds section below.

5. Refunds There will be no refunds, credits, or exchanges once your Bid has been accepted by the Airline, except under the following conditions:

- The flight for which your Bid was accepted was cancelled.
- The flight for which your Bid was accepted was cancelled, and the Airline reaccommodated you on another flight but was unable to offer you the Service on that flight.
- Your Bid was accepted, but you were not granted the service for reasons attributable to the Airline, including, but not limited to, a change in equipment, a delay in the connecting flight that resulted in your missing the connection, but excluding reasons attributable to your actions.

If the refund is accepted, the Bid amount paid for the flynas Upgrade Service will be refunded to the payment card used to pay for the original Bid.

Should refunds be accepted, they will be processed in the currency in which the original payment was made. If a foreign exchange rate must be applied in order to complete the refund in the currency of the originally charged amount, a generally accepted prevailing rate will be used. This rate may be adjusted to account for conversion and other charges that the Airline may levy. In no respect shall the amount refunded be more than the amount charged in the original currency for the service.

You may apply for a refund provided that the conditions for which refunds are given as described in these Terms and Conditions have been satisfied. You hereby agree that to claim a refund, you will present the (i) boarding pass for the flight in question, and (ii) email confirming acceptance of your Bid for the flynas Upgrade service.

To request a refund, please contact the Airline through the Contact us page within 3 months of the flight departure for which the refund request is being raised.

Managing your use of cookies

Most web browsers (such as Internet Explorer, FireFox and Safari) are set to automatically accept cookies as the default setting. If you don't want to receive cookies or other tracking technologies, you can usually choose to set your browser to remove or reject browser cookies or to prompt you before accepting such a cookie. You can also delete cookies that have already been set. The "Help" function within your browser

should tell you how. Note however, that if you use your browser settings to block or refuse cookies (including essential cookies) this may affect your use of our site, you may lose some of the functionality of our site and you may not be able to access all or parts of our site. Please also visit www.allaboutcookies.org for more information about cookies and how to disable them.