

Cebu Pacific (5J) and Cebgo (DG)
General Terms and Conditions of Carriage of Passengers and Baggage
(Updated as of 30 May 2025)

CLAUSE 1 – DEFINITIONS

1. "Administrative Fees" means the fees charged by the Airline and/or incurred by the Passenger in relation to, incidental to, in facilitation of, and/or in consideration of the creation of the booking of the flight by the Passenger, and/or the making of any changes thereto or the cancellation of the same.
2. "Airline" as used in these General Terms and Conditions refers to Cebu Air, Inc. ("Cebu Pacific Air"),
3. "Airport Check-in or Bag Drop Counter" means the counter of the Airline that is dedicated to the processing of bookings of Passengers who are either not done with Digital Check-in or who are already done with the same and wish to drop off their Checked Baggage.
4. "Airport Check-in or Bag Drop Period" means the period from the opening of the Airline's Airport Check-in or Bag Drop Counters until the Check-in Deadline.
5. "Ancillary Products and Services" means the products and services offered by the Airline which are ancillary to carriage by air including, but not limited to, Prepaid Baggage Allowance, Seat Selector, and Inflight Meals.
6. "Baggage" means any personal property brought by the Passenger. Unless otherwise specified, it includes both Checked and Carry-on Baggage.
7. "Baggage Tag" means a document issued by the Airline to identify a Checked Baggage.
8. "Cancellation" means the act of calling off a flight.
9. "CEB Flexi" means the Ancillary Product which allows the Passenger to cancel his or her flight/s and store its value to their Travel Fund.
10. "Checked Baggage" means baggage which has been checked in for carriage in the cargo hold of the aircraft and for which the Airline has issued a Baggage Tag while "Carry-on Baggage" means any baggage and all other items brought by the passenger into the aircraft cabin.
11. "Check-in Deadline" refers to the point in time before the published scheduled time of departure (STD), on or before which a Passenger must present himself to the Airline Airport Check-in or Bag Drop Counter, which point in time is usually not less than forty-five (45) minutes before such STD. The Check-in deadline shall be determined by the Airline and may be changed from time to time.
12. "Check-in Period" is the period usually beginning from forty-eight (48) hours before the STD until the Check-in Deadline. The Check-in Period shall be determined by the Airline and may be changed from time to time.

13. "Damage" includes death, bodily injury to a Passenger, loss, partial loss or other damage, arising out of or in connection with carriage by air.
14. "Delay" is the result of the deferment of a flight to a later time. "Terminal Delay" is a delay that occurs while Passengers are still inside the terminal waiting for boarding, while "Tarmac Delay" is a delay that occurs while Passengers are already onboard the aircraft, reckoned from the closing of the aircraft doors, or when the aircraft is at the gate with the doors still open but Passengers are not allowed to deplane.
15. "Digital Check-in" means the check-in of a Passenger through the online facility of the Airline and includes check-in made through the Cebu Pacific Mobile App, or the Self Check-in kiosks, or Charlie the Chatbot.
16. "Domestic Laws" means the relevant laws, statutes, orders, rules and regulations or any amendment or revision thereof validly issued by the government or other regulatory agency of the Republic of the Philippines.
17. "Fare" is payment in consideration of the carriage of a Passenger.
18. "General Terms and Conditions" relates to these general terms and conditions of carriage of the Airline.
19. "Infant" means a Passenger who is below two (2) years of age on the date of travel.
20. "Inflight Meals" means the meals that may be purchased by a Passenger for his or her flight.
21. "Itinerary Receipt" means a document that includes the Passenger's name, booking details, flight details, booking reference number, excerpts or summary of the General Terms and Conditions and other pertinent information.
22. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 29 May 1999;
23. "No-show" is the failure of the Passenger to appear at either the Airport Check-in or Bag Drop Counter within the Check-in Deadline or at the boarding gate at the time indicated on the boarding pass.
24. "Passenger" refers to a person traveling by air whose name appears in the Itinerary Receipt.
25. "Passenger Contact Information" refers to details and information collected by the Airline from the Passenger including, but not limited to, a Passenger's contact number, e-mail address, and/or address.
26. "Passenger Name Record" (PNR) is the alphanumeric code used in the Airline's reservation system pertaining to the passenger's specific seat reservation or booking reference.

27. "Prepaid Baggage Allowance" means the baggage allowance that may be purchased by a Passenger during booking, or during the Airline's prescribed period prior to the Passenger's scheduled flight.
28. "Regulations" refer to policies adopted by the Airline from time to time which the Airline may publish on its website or elsewhere, or statements contained in or delivered with the Itinerary Receipt, and notices available at the Airline's offices or the offices of its authorized representatives and at the Airport Check-in or Bag Drop Counters.
29. "SDR" means the Special Drawing Rights as defined by the International Monetary Fund;
30. "Seat" means a seat in the Airline's aircraft on a specific date and on a specific flight.
31. "Seat Selector" means the facility used to allow a reservation by the Passenger of a specific Seat on a particular flight upon payment of the prescribed fee.
32. "Sector" means the flight from the airport at the point of origin to the airport at the point of destination. "Sum of Sectors", "SOS" or "Through Fares" refers to a combination of two connecting sectors which will be treated as one flight and must be used in sequence as booked.
33. "Service Animal" means a dog that has been individually trained to do work or perform tasks for an individual with disability where such work or tasks are directly related to the individual's disability.
34. "Sports Equipment Allowance" means the baggage allowance that may be purchased by a Passenger during the Airline's prescribed period prior to the Passenger's scheduled flight for the carriage of specific sports equipment listed under Clause 12.4.
35. "Travel Fund" means the fund created for the Passenger's convenience which can be used to offset the expenses of future bookings.
36. "Unaccompanied Minor" means a Passenger who is aged seven (7) to less than twelve (12) years old on the date of travel who is travelling without an accompanying Passenger who is at least eighteen (18) years of age on the date of travel.
37. "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12 October 1929, or the Warsaw Convention as amended at The Hague on 28 September 1955.

CLAUSE 2 – INTERPRETATION

Copies of this General Terms and Conditions of Carriage of Passengers and Baggage (the "General Terms and Conditions") are available in several languages and in case of doubt, the English language version shall prevail. Headings to Clauses in this General Terms and Conditions are for convenience only and are not intended to affect their meaning.

Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing a gender include every gender.

CLAUSE 3 – APPLICABILITY

This General Terms and Conditions apply only on flights or flight Sectors where the name of the Airline or its Airline Designator Code is indicated in the Itinerary Receipt for that flight or flight Sector. In the event of any inconsistency between applicable law, rules and regulations and any provision of this General Terms and Conditions, the law, rules and regulations shall prevail, but all other provisions of this General Terms and Conditions not so inconsistent shall remain valid.

CLAUSE 4 – ITINERARY RECEIPT

The Airline will carry a Passenger only (a) if he is named in the Itinerary Receipt, (b) if his booking is confirmed in the reservations system, and (c) upon presentation of proof of identification and such valid travel documents as may be required by applicable law. Flight reservations are valid only for the flights, dates and routes stated in the Itinerary Receipt. By accepting the Itinerary Receipt, after having explained to the passenger in English or Filipino or in the language that is easily understood by the purchaser, the Passenger is deemed to have read and understood this General Terms and Conditions and agrees to be bound thereby.

CLAUSE 5 – FARES, TAXES, FEES, AND CHARGES

5.1. Fares

- 5.1.1. The Fares must be paid in full prior to the issuance of the Itinerary Receipt and applies only to carriage from the airport of origin to the airport of destination. Fares are considered flown and will be forfeited when a Passenger is a No-Show.

Subject to local laws, the Fare does not include:

1. Ground transport services between airports and between airports and town terminals;
2. Administrative and service fees and other charges;
3. Government taxes, fees and charges; or
4. Government-authorized Airline surcharges.

- 5.1.2. Fares are non-transferable, non-reroutable, generally non-refundable, and may not be stored in a Travel Fund, but may be rebooked. Where allowed, rebooking must be done within the Airline's prescribed period and is subject to the applicable charges such as change fees and fare difference.

- 5.1.3. Fares are refundable only in the following cases: a) death of Passengers; b) medical cases, upon presentation of a valid medical certificate, which medical certificate must have been issued not earlier than ten (10) days prior to submission to the Airline, and other pertinent documents that the Airline may require and; c) other cases where refunds are mandated by local laws.

5.2. Taxes, Fees and Charges

Government taxes, fees and charges and government authorized Airline surcharges including administrative and service fees and other charges are generally collected by or for the Airline at the time of payment of the reservation. Government taxes and charges on domestic or international air travel are subject to change and, if not collected by the Airline, will be payable upon check-in or prior to departure to the Airline or directly to the concerned government agency.

5.3. Currency

Fares and charges are payable in the published currency.

5.4. Sum of Sectors (SOS/Through Fares)

Sum of Sectors or Through Fares must be used in sequence, as booked. Cancellations and flight changes such as rerouting or rebooking will not be permitted once any of the segments is used. The fare for the unused portion of the through sector is non-refundable. Subject to Airline's policy, passengers may use SOS bookings even if not in sequence but the first sector shall be considered flown.

5.5. Infant's Fee, Tax and Other charges

Infants (a) sitting on an adult's lap and (b) below two (2) years of age will be charged a minimal handling fee. Infants may be subject to taxes, fees and charges not imposed by the Airline but imposed by appropriate airport or foreign authorities. Subject to local laws and/or for flights to or from the United States, such taxes, fees and charges will be included in the handling fee.

5.6. Government-mandated Discounts on Fares

- 5.6.1. During booking, a person entitled under applicable laws to a discount on the Fare shall be granted with the same, subject to the following rules:
 - a. The amount of discount shall be that provided under the applicable law and/or regulations and shall likewise be subject to the terms and conditions indicated therein;
 - b. The discount shall only be granted upon the presentation by the person entitled to the same of the appropriate identification document(s) and/or other document(s) required by the applicable law and/or regulations; and
 - c. Unless otherwise provided under the applicable law and/or regulations, the discount shall be granted only through the organic ticketing offices of the Airline.

CLAUSE 6 – RESERVATIONS AND SEATING

6.1. Reservations

Airline flight bookings may be made directly on www.cebupacificair.com, through the Cebu Pacific Mobile App, with the Airline's ticket offices, through its authorized distributors and agents, or via its call center.

6.1.1. Booking Confirmation

1. A seat is considered confirmed only if (a) the fare and all applicable taxes, fees and charges collected by the Airline are paid in full by or for the Passenger, and (b) the Airline receives the payment directly or through its authorized agents and representatives.
2. Notwithstanding prior confirmation of the booking, the Airline may cancel a reservation or refuse the carriage of a Passenger under any one or more of the following conditions:
 - i. The payment is made or reasonably determined by the Airline to probably have been made fraudulently or illegally;
 - ii. The Passenger, or any person acting on his/her behalf, has provided inaccurate, false, non-existent, or misleading Passenger Contact Information, in accordance with the government mandate for the collection of accurate and correct passenger information. In such cases, the Fare and the fees paid for Ancillary Products and Services, if any will be forfeited by the Passenger and retained by the Airline;
 - iii. The Fare and other amounts due have not been paid in full and the Passenger is unable to pay the balance within eight (8) hours from booking or as earlier requested by the Airline. Any partial payment made shall be refunded through the same form as when payment was made;
 - iv. The booking is purchased from a person not authorized by the Airline, or the credit card used for the payment: a) could not be authenticated upon booking or at any time before the date of travel; or b) is subsequently reported to be lost or stolen;
 - v. The Passenger owes the Airline any money in respect of a previous flight due to payment having been dishonored, denied or recharged against the Airline, or in respect of amounts reimbursable to the Airline due to the Passenger's inadmissibility in any country or for any fine or penalty paid or expense incurred by the Airline due to the Passenger's failure to comply with the laws, regulations, orders or travel requirements of any concerned country;
 - vi. The Itinerary Receipt is counterfeit or is fraudulently obtained, or is altered by anyone other than the Airline or its authorized agent;
 - vii. The Passenger has previously jeopardized the safety or security of or caused physical, emotional, or mental injury to the Airline's staff, crew, agents, representatives, or other passengers or persons by:
 1. The use of unacceptable language and/or behavior or by instigating other persons to make use of the same;
 2. Threatening to inflict physical violence or bodily harm;
 3. Deliberately damaging any property of the Airline;
 4. Failing to follow or comply with the instructions of the Airline's staff, crew, agents, or representatives;
 5. The commission of physical or sexual assault; or
 6. The violation of Philippine Civil Aviation Regulations, other applicable rules, or any criminal or civil laws; or
 7. Any event or circumstance similar or analogous to the foregoing has occurred or is likely to occur in the Airline's reasonable judgment.

6.1.2. Transferability and Name Change

6.1.3. Unless otherwise allowed under the Fare Rules indicated in the Itinerary Receipt, the Airline shall not allow the transfer of a flight reservation of any Passenger in the Itinerary Receipt. A Passenger may, within twenty-four (24) hours from the confirmation of the booking, make corrections on either his or her first name or last name. Such name correction may only be done once.

6.1.4. Cancellation by Passenger

Except as otherwise provided in these General Terms and Conditions, a Passenger who cancels his or her entire reservation or any Sector thereof is not entitled to a refund of, or the creation of a Travel Fund in his or her favor for, the Fare, surcharges, taxes and fees. Further, the Passenger may not rebook the flight or apply for the creation of a Travel Fund if the flight is considered flown and the Fare, surcharges, taxes, and fees paid will be forfeited by the Passenger and retained by the Airline.

6.1.5. Group Bookings

Group bookings may be made through the Airline's Group Sales team and will be subject to specific rules on deposits, payment, rebooking and restrictions. In case of group bookings, each Passenger belonging to the group acknowledges and confirms that specific authority was given to the person, private or juridical, who made the booking reservation for and in behalf of the Passenger traveling as part of the group booking to consent to, agree with, and accept these General Terms and Conditions, website terms of use and important reminders and information posted by the Airline.

6.2. Seating

6.2.1. Allocated Seating

The Airline practices allocated seating.

6.2.2. Seat Selector

All Seats in the aircraft may be reserved during booking by paying a minimal fee per Sector. A Passenger will not be allowed to sit in an exit row seat if it is likely that the Passenger would be unable to perform one or more of the applicable functions listed below:

- a. The Passenger lacks sufficient mobility, strength, or dexterity in both arms and hands, and both legs:
 1. To reach upward, sideways, and downward to the location of emergency exit and exit-slide operating mechanisms;
 2. To grasp and push, pull, turn, or otherwise manipulate those mechanisms;
 3. To push, shove, pull, or otherwise open emergency exits;
 4. To lift out, hold, deposit on nearby seats, or maneuver over the seatbacks to the next row objects the size and mass of over-wing window exit doors;
 5. To remove obstructions of size and mass similar to over-wing exit doors;
 6. To reach the emergency exit expeditiously;
 7. To maintain balance while removing obstructions;

8. To exit expeditiously;
 9. To stabilize an escape slide after deployment; or
 10. To assist others in getting off an escape slide.
- b. The Passenger is less than fifteen (15) years of age or lacks the capacity to perform one or more of the applicable functions listed above without the assistance of an adult companion, parent, or other relative.
 - c. The Passenger lacks the ability to read and understand instructions provided in the printed or graphic safety instruction card in relation to emergency evacuation procedures of the aircraft or the ability to understand oral crew commands.
 - d. The Passenger lacks sufficient visual capacity to perform one or more of the above functions without the assistance of visual aids beyond contact lenses or eyeglasses.
 - e. The Passenger lacks sufficient aural capacity to hear and understand instructions shouted by cabin crew members, without assistance beyond a hearing aid.
 - f. The Passenger lacks the ability to adequately impart information orally to other Passengers.
 - g. The Passenger has a condition or responsibilities, such as caring for small children, that might prevent the person from performing one or more of the functions listed above; or a condition that might cause the Passenger harm if he or she performs one or more of the functions listed above.

Seat selector fees are non-transferable, non-reroutable and non-refundable unless full refund is available to the Passenger under the General Terms and Conditions or otherwise required by local laws, but may be rebooked subject to Airline's policy.

CLAUSE 7 - CHECK-IN AND BOARDING

7.1. Airport Requirements

Passengers must present their valid travel documents, including but not limited to, identification card, passport, visa, among others and boarding pass (in case of web check-in) both at airport security checks and at the boarding gate.

7.2. Airport Check-in or Bag Drop Counters

- 7.2.1. Generally, Airport Check-in or Bag Drop Counters open two (2) hours before the STD for domestic flights and three (3) hours before the STD for international flights, unless otherwise dictated by Airline policy.
- 7.2.2. The Airline may refuse to check-in a Passenger and proceed to cancel that Passenger's confirmed reservation for release to waitlisted persons if the Passenger (a) has not done Digital Check-in and

(b) fails to show up at the Airport Check-in counters before the Check-in deadline or at a time prescribed by the Airline and/or the airport authority concerned.

- 7.2.3. All applicable visa and travel document checks and payment of Checked Baggage fees and excess baggage charges must be completed at the Airport Check-in or Bag Drop Counters.

7.3. Digital Check-In

- 7.3.1. Digital Check-In is available for Passengers whose booking has been confirmed. Passengers must check-in for their booking through the Airline's website – www.cebupacificair.com, the Cebu Pacific Mobile App, the Self Check-in kiosks, or Charlie the Chatbot, subject to specific restrictions and conditions which may be viewed on the website. The Airline may charge an airport check-in fee for Passengers who fail to do Digital Check-in and who proceed to check-in at the airport.
- 7.3.2. Passengers may print a copy of the boarding pass during the Digital Check-In process or save a digital copy of the same. In either case, Passengers must read the notes printed on their boarding pass carefully. During the check-in process, the Digital Check-In facility will display the emergency exit row seats for easy identification.
- 7.3.3. Passengers who check-in on emergency exit row seats must meet the criteria provided for in availing the Seat Selector. The Airline reserves the right to reseat Passengers already seated (or checked-in using self-service check-in methods) on emergency exit seats who do not meet the criteria provided for in order to comply with safety Regulations.
- 7.3.4. In the event of flight disruption or change in aircraft, the Airline will try, but does not commit, to place the Passenger in the same or similar seat. If this is not possible, the Airline may give a refund of the Seat Selector fees in case of flight disruption for reasons other than safety or security.
- 7.3.5. Digital Check-In is not available to:
1. Groups of more than twenty (20) or Passengers booked under a single PNR;
 2. Unaccompanied Minors;
 3. Passengers with waitlisted or open bookings;
 4. Passengers requiring special handling, including, but not limited to, passengers with medical conditions;
 5. Flights requiring more accurate weight and balance measures;
 6. Staff travel, interline travel, code share flights, and other non-revenue bookings; and
 7. SOS bookings.
- 7.3.6. After Digital Check-In, Passengers can no longer change their flight itinerary except as otherwise allowed under these General Terms and Conditions and during the period provided herein, such as for the purchase of Ancillary Products and Services.
- 7.3.7. Procedure at the Airport Terminal:
1. International Passengers must personally report to the Airline's Airport Check-in or Bag Drop Counter for the applicable visa and travel document checks.

2. If the Passenger has any Baggage that has to be checked-in, the Baggage must be presented at the Airport Check-In or Bag Drop Counter before the Check-in deadline or at a time prescribed by the Airline for Baggage Tag placement. Domestic Passengers without any baggage to be checked-in may proceed to the boarding gate not later than thirty (30) minutes before the STD. All check-in timelines apply to Passengers who avail of Digital Check-in.
3. Passengers should present a valid photo ID and the Digital Check-in Boarding Pass for security clearance as well as for boarding. Valid IDs for this purpose include Company ID, Driver's License, Passport, School ID, SSS Card, Taxpayer Identification Number (TIN) Card. The name in the valid photo ID should match the Passenger name in the Itinerary Receipt.
4. Should the Passenger fail to show up at the dedicated Airport Check-in or Bag Drop Counter or at the boarding gate within the prescribed period, the Airline will proceed with the flight without him or her and without incurring any liability to the latter. In that event, the flight will be considered flown and the Passenger will not be allowed to refund the Fare or rebook the flight or apply for the creation of a Travel Fund.

7.4. Refusal of Carriage and Limitations

Immediately upon notice, the Airline may refuse the Passenger and/or his or her Baggage carriage on any of its flights if any one or more of the following have occurred on a previous flight, is occurring, or is likely to occur as reasonably determined by the Airline:

1. Security or Safety Risk
 - a. The carriage of the Passenger has previously resulted in or will result in the Airline's non-compliance with any applicable government laws, regulations or orders, whether foreign or domestic;
 - b. The carriage of the Passenger may risk the safety, health or security or materially affect the comfort of the other Passengers or crew;
 - c. The Passenger's mental or physical state, serious illness, pre-existing medical condition, attitude or demeanor, including his intoxication or impairment from alcohol or drugs (i) poses a hazard to himself, to other Passengers, to crew or to property, or (ii) requires special assistance, which if not provided will expose these persons and property to risk and which the Airline justifiably cannot or is unable to provide at the time of the flight;
 - d. The Passenger has committed misconduct during check-in, at the departure terminal, or on board a previous flight, including physical or verbal abuse of Airline staff, agents or representatives or other Passengers or persons, and the Airline reasonably believes that the conduct may be repeated;
 - e. The Passenger refuses for any reason to submit to a security check; or
 - f. The Passenger refuses or fails to observe the Airline's safety or security related instructions.
2. Non-Payment or Fraud
 - a. The Passenger has not paid the applicable fare or any payable taxes, fees or charges, or has partially paid but refuses or fails to pay the balance, or the payment is made through fraudulent means;
 - b. The Seat reservation is done fraudulently or unlawfully, such as by providing inaccurate or incorrect information in order to avail of a discount, an exemption, or a more favorable fare, among others, or is purchased from a person not authorized by the Airline, or the credit card used

- for payment could not be authenticated upon booking or is subsequently reported to be lost or stolen;
- c. The Passenger owes the Airline any money in respect of a previous flight due to payment having been dishonored, denied or recharged against the Airline, or in respect of amounts reimbursable to the Airline due to the Passenger's inadmissibility in any country or for any fine or penalty paid or expense incurred by the Airline due to the Passenger's failure to comply with the laws, regulations, orders or travel requirements of any concerned country;
 - d. The Itinerary Receipt is counterfeit or is fraudulently obtained, or is altered by anyone other than the Airline or its authorized agent;
 - e. The Passenger, or any person acting on his/her behalf, has provided inaccurate, false, non-existent, or misleading Passenger Contact Information, in accordance with the government mandate for the collection of accurate and correct passenger information. In such cases, the Fare and the fees paid for Ancillary Products and Services, if any, will be forfeited by the Passenger and retained by the Airline;
 - f. The Passenger cannot prove or sufficiently establish to the Airline's satisfaction that he is the person named in the Itinerary Receipt; or
 - g. Any event or circumstance similar or analogous to the foregoing has occurred or is likely to occur.

If the Airline refuses the Passenger carriage on the basis of any of the foregoing, or removes the Passenger from the aircraft en route, the Airline may cancel the remaining unused portion of the Itinerary Receipt and the Passenger will not be entitled to further carriage. The Airline will not be liable for any alleged loss or damage due to any refusal to carry the Passenger or his removal en route.

3. Non-Compliance with Government Regulations

The Passenger has violated government regulations relating to the carriage of passengers including, but not limited to, regulations governing the provision of accurate and genuine information and/or documents to the Airline.

7.5. Limitations on Special Assistance

7.5.1. General

- a. The Airline will accept for carriage persons requiring special assistance subject to specific prior arrangements made and agreed with the Airline upon booking. Failure by the Passenger to advise the Airline of his or her special needs and requirements upon booking will render the service unavailable and result in the Airline's refusal to carry the Passenger.
- b. Passengers who have advised the Airline of their special needs and requirements at the time of booking and who have been accepted by the Airline for carriage will not be subsequently refused carriage on the basis of the special needs and requirements so advised unless any other cause for refusal of carriage exists.

7.5.2. Passengers with Medical Conditions

As a precondition to acceptance for carriage, Passengers with medical conditions shall, at the time of check-in, be required to submit a medical certificate with the notation "Fit to Travel" signed by a duly-licensed physician. Passengers with medical conditions must complete their travel within ten (10) days from the issuance of the medical certificate(s). The Airline will refuse carriage for Passengers traveling in a stretcher or incubator, or needs medical oxygen, ventilator, or respirator during the flight.

7.5.3. Children, Minors and Unaccompanied Minors

7.5.3.1. Children less than seven (7) years old may only be accepted for travel if they are accompanied by a person at least eighteen (18) years old.

7.5.3.2. Unaccompanied Minors may be accepted only for domestic travel, provided they meet all of the following:

- The Unaccompanied Minor/s are endorsed by parents/ guardians at check-in;
- The Airline is furnished a copy of the applicable travel documents required of minors;
- The prescribed Unaccompanied Minor Handling Fee is paid; and
- The required Passenger Handling Form is accomplished by the parents/ guardians, and submitted to the Airline at check-in.

7.5.3.3. Children aged at least twelve (12) years old may be accepted for travel unaccompanied, provided that they submit all travel documents or clearances that may be required under applicable laws and regulations.

7.5.4. Infants

The Airline refuses carriage of Infants less than eight (8) days old. Infants at least eight (8) days old not occupying a Seat shall be charged with a minimal handling fee. **Infants who will occupy a Seat must use a Federal Aviation Administration-approved child safety restraint system (CRS) or any CRS that conforms to all applicable Federal Motor Vehicle Safety Standards or any safety restraint system certified by any Civil Aviation Authority** and will be charged the applicable Fare.

An Infant shall always be accompanied by an adult Passenger during carriage, provided that an adult Passenger is allowed to carry on his or her lap only one (1) Infant; provided, further, that a Passenger travelling with more than one (1) Infant shall not be accepted for carriage unless the CRS requirement in the immediately preceding paragraph is complied with in relation to the Infant(s) not on the adult's lap and the applicable Fare and charges are paid for the said Infant(s).

The Airline shall only accept the maximum number of Infant(s) on any particular flight equivalent to the number of available Infant's life vests in the aircraft.

7.5.4. Expectant Mother

Documents relating to an expectant mother's pregnancy must be reviewed by Airline staff prior to boarding. An expectant mother must advise the Airline of the progress of her pregnancy at the time of check-in. Expectant mothers already done with Digital Check-In must nonetheless advise

Airline staff of the said progress prior to boarding by approaching a check-in or gate agent at least one (1) hour before the STD. On all flights, expectant mothers with age of gestation of thirty-four (34) weeks and beyond are required to present a medical certificate with the notation "Fit to Travel" and signed by a physician. The expectant mother must complete her travel within ten (10) days from the date of issuance of the medical certificate(s).

In any case, an expectant mother whose pregnancy is considered high risk, such that a condition exists that creates a reasonable doubt that the mother or baby can complete the flight safely without needing extraordinary medical care, is also required to present a medical certificate with the above notation. The Passenger must complete her travel within ten (10) days from the date of issuance of the medical certificate.

7.6. Boarding

- 7.6.1. Boarding procedure and the period allowed for boarding shall be determined by the Airline which may be changed from time to time. Generally, the Passenger must be at the boarding gate at least forty-five (45) minutes prior to the STD. Unless otherwise required by the airport authorities and as indicated in the Itinerary Receipt, the boarding gate will close fifteen (15) minutes before STD.
- 7.6.2. When requested, the Passenger must present his boarding pass and valid travel documents during security check.
- 7.6.3. Priority boarding will be given to persons traveling with Infants, Unaccompanied Minors, expectant mothers, Persons with Disability, Persons with Reduced or Limited Mobility, persons with medical conditions and other persons needing special assistance.

7.7. No Show

- 7.7.1. Should the Passenger fail to show up at the Airport Check-in Counters or at the boarding gate within the prescribed period or board the aircraft at the appointed boarding time, the Airline will offload his or her Baggage and proceed with the flight without him or her and without incurring any liability to the latter. In that event, the flight will be considered flown and the Passenger will not be entitled to refund the fare or rebook the flight or apply for the creation of a Travel Fund.

CLAUSE 8 - REBOOKING, REFUND AND TRAVEL FUND; FLIGHT SWAP AND FLIGHT BUYBACK

8.1 Rebooking

Rebooking may be availed of in the following cases, subject to the Airline's policy:

- a. After a Passenger makes a voluntary cancellation of his or her entire reservation, or, if the journey covers two (2) or more Sectors, any initial or intermediate Sector, provided that:
 1. The request to rebook is made at least two (2) hours before the STD of the flight as indicated in the Itinerary Receipt;

2. The Passenger pays the non-refundable change fee; and
 3. The Passenger pays the Fare difference, where the new flight is in a fare class higher than that of the cancelled flight.
- b. In case of involuntary flight cancellation on the part of the Passenger, route suspensions, flight delays or postponements of at least three (3) hours after the STD. In these cases, the Airline will not charge the Passenger the Fare difference if the rebooked flight is within thirty (30) days from the original departure date.
 - c. For voluntary rebooking or changes in the itinerary and when the booking details have been changed, the Passenger can no longer revert to the original itinerary. Further, the Passenger can only be accepted to the preferred or changed flight itinerary after payment of the applicable fees and penalties, which fees and penalties are non-refundable.
 - d. Passengers who purchased CEB Flexi may make voluntary changes to their itinerary, subject to CEB Flexi's terms and conditions.

8.2. Refund

- 8.2.1. Except as otherwise provided and subject to Section 8.5 of this General Terms and Conditions, Fares paid and received by the Airline will be refunded to the Passengers upon their request, only where:
 - a. The refund is sought after flight cancellations and route suspensions, or flight disruptions based on the Airline's policy;
 - b. The Passenger is not allowed or failed to board the flight for reasons other than his non-observance of the General Terms and Conditions or applicable law; or
 - c. The Passenger died or suffered a serious illness before the scheduled flight, in which case the refund must be requested within thirty (30) days from the disruption notification date.

8.2.2. Itinerary Validity Period

A booking is valid until flown on the flight and date specified. Subject to the Airline's policy, but generally, the Passenger must file his claim for refund only up to the latest travel date. Otherwise, the fare will be forfeited.

8.2.3. Cancel Fee

In cases where refund is allowed under these General Terms and Conditions, the Airline may charge a fee for processing and releasing the refund, except in cases of involuntary flight disruptions based on the Airline's policy. All refunds will be subject to the Airline's refund process in force at the time of the request.

8.3. Travel Fund

- 8.3.1. In cases where refund is allowed under these General Terms and Conditions and within thirty (30) days from the disruption notification date, the Passenger may apply for the creation of the Travel Fund in his or her name and, if the Itinerary Receipt covers two (2) or more Passengers, in the name of the other Passengers identified therein.
- 8.3.2. Generally, the amount in the Travel Fund will pertain to the passenger or passengers named in the Itinerary Receipt and stored in a passenger's online account with the Airline, unless the reservation was made through a corporate or government account that a government agency or private company may have with the airline, in which case the amount will pertain to the concerned government agency or private company that may then proceed to redeem the same for future bookings through the same account.
- 8.3.3. Multiple passengers named in one Itinerary Receipt will have the option to create a single fund that may be redeemed by anyone in the record or to split the fund to allow each passenger on record to get his share. Except for this instance, the airline will follow a one booking-one Travel Fund policy. A single Travel Fund cannot be created out of multiple bookings, as the Travel Fund is associated with the passenger's booking reference and not with his name.
- 8.3.4. The Airline may charge a fee for processing a Travel Fund, except in cases of involuntary flight disruptions based on Airline's policy.
- 8.3.5. Validity Period

The value stored in the Travel Fund may be used by the passenger to pay for future bookings under his/ her name or future bookings for another person.

All Travel Fund created beginning 01 July 2023 shall remain valid until redeemed and will no longer have an expiration date, *provided* that Travel Fund is stored in the passenger's online account with the Airline; Travel Fund created prior to this date must be used within ninety (90) days from its creation date.

8.3.6. Redemption

- 8.3.6.1. The value of the Travel Fund may be redeemed through the Airline's organic ticket offices, organic airport service desks, via its website, or via its mobile application. It may be used to pay for new bookings, Ancillary Products, or fees and penalties (except Philippine taxes that must be paid in cash and excess baggage).

Meanwhile, a passenger with Travel Fund stored in an online account with the Airline may use the Travel Fund in his/her account to pay for new bookings of any other persons who were not necessarily part of the original traveling party. In such cases, it is the responsibility of the passenger with the online account with the Airline to protect his/her online account credentials. Cebu Pacific will not be held liable for any unauthorized

access to the passenger's online account, except for when the breach of security is proven to be attributable to the Airline.

8.3.6.2. A passenger with multiple Travel Funds may combine these funds for application to a single transaction. If the amount in the Travel Fund is greater than the amount due, the balance may still be used to pay for another transaction unless the Travel Fund is no longer valid. If the amount in the Travel Fund is less than the amount due, the passenger may use another form of payment to cover the balance.

8.3.6.3. Where a single fund is created by multiple passengers in an Itinerary Receipt and redemption is made by one or more but not all of the named passengers, the persons seeking to redeem the fund are presumed to have been fully authorized to so proceed by his or their co-passengers, and the Airline will be entitled to rely on this presumption and on any representation made by the redeeming passenger/s. Should the other passengers repudiate this authority and file a claim against the Airline, the redeeming passengers will be liable to, and shall indemnify, the airline for any and all costs and damages incurred.

8.4. Refundable Amount

In accordance with the relevant regulations, where the Passenger is eligible for refund or to store the value of the booking in a Travel Fund, the amount to be refunded or stored in a Travel Fund shall include the Fare but shall not include non-refundable fees for services already used by the Passenger including, but not limited to, change fees and Administrative Fees.

8.5. Alternative Options and Period to Avail

Alternative Options and Period to Avail. The options provided to the Passengers under Clauses 8.1 (Rebooking), 8.2 (Refund), and 8.3 (Travel Fund) are alternative. Once a Passenger avails of any of these options, he or she can no longer apply to avail of any other. Passengers must avail one of the options and communicate their selection to the Airline within thirty (30) days from the disruption notification date. Otherwise, if the Passenger fails to avail any of the options within the said period, the Fare and fees paid for Ancillary Products and Services, if any, shall be forfeited by the Passenger and retained by the Airline.

8.6. Flight Swap and Flight Buyback

The CEB Flight Swap and Flight Buyback consists of two (2) choices extended to selected flights and passengers with confirmed bookings:

- Flight Swap – Allows passengers to voluntarily exchange their confirmed booking/s to an alternative flight on the same route at no added cost, plus: (a) Travel Fund credits that will be placed in the passenger's MyCebuPacific account; or (b) Travel Voucher/s; or (c) Travel Voucher/s and Travel Fund credits.

Flight Swap can be applied to individual segments or sectors of an itinerary.

- Flight Buyback – Allows passengers to voluntarily convert or exchange their confirmed booking/s to: (a) Travel Fund with additional credits, all of which will be placed in the passenger’s MyCebuPacific account; or (b) Travel Voucher/s; or (c) Travel Voucher/s and Travel Fund credits.

Flight Buyback can only be applied to the entire itinerary.

8.6.1. **CEB Flight Swap and Flight Buyback Availability.** CEB will identify which Cebu Pacific, Cebgo, or AirSwift-operated flights will qualify for creation of CEB Flight Swap and Flight Buyback offers, depending on factors such as route, capacity, travel dates, and operational needs.

8.6.2. **Passenger Selection, Notification, and Acceptance.** Not all passengers on a qualified Cebu Pacific, Cebgo, or AirSwift-operated flight will receive a CEB Flight Swap and Flight Buyback offer. Passenger selection shall be determined using an automated system based on a set of neutral, real-time criteria related to the booking, *i.e., booking channel, time and date of booking, type of booking (e.g., individual or group booking), etc.* Passenger selection is fully automated, data-driven, and applied consistently across comparable flights.

8.6.2.1. An active MyCebuPacific account will be necessary in order to accept an offer and receive the Travel Voucher/Travel Fund incentives.

8.6.2.2. Selected passengers will receive offers via direct notification through their registered contact information associated with their booking, *i.e., email, SMS, app, etc.*

All CEB Flight Swap and Flight Buyback Notifications shall include a brief description of the flight and/ or passenger selection.

8.6.2.3. Selected passengers will receive CEB Flight Swap and Flight Buyback offers up to two (2) days prior to their scheduled departure. Offers must be accepted within the specified offer period, which shall be at least twenty-four (24) hours from the Notification date, and *provided*, that the maximum number of accepted offers has not been reached.

8.6.2.4. Upon acceptance, passengers will receive a confirmation email and notification on the issuance of the Travel Vouchers/ Travel Fund from the CEB Flight Swap and Buyback offer. The Travel Vouchers/Travel Fund incentive will be issued to the MyCebuPacific account of the primary contact person of the booking within 24 hours of confirmed acceptance. Conditions of Cebu Pacific’s Travel Vouchers/Travel Fund will continue to apply.

If the passenger availed any ancillary products and services, *i.e., Prepaid Baggage Allowance, Seat Selector, Meals, etc.*, and accepts the offer, such ancillary products and services may, at the option of the passenger, be carried over to the new itinerary (for Flight Swap), if possible. Otherwise, unused ancillary products and services shall be restored to the passenger, *i.e., refund or convert to Travel Fund.*

Passengers shall be responsible for making the necessary changes and shouldering costs, if any, for third-party ancillary products and services affected by the acceptance of the CEB Flight Swap and Flight Buyback offer.

8.6.2.5. Accepted CEB Flight Swap and Flight Buyback offers are final, non-reversible, and non-refundable. Original flight information will no longer be reinstated. Cebu Pacific will not be liable for any perceived loss of value or incidental expenses incurred by the passenger following the acceptance of the offer.

8.6.2.6. For bookings with multiple passengers, acceptance of a CEB Flight Swap or Flight Buyback offer will apply to all passengers in the booking. Each passenger belonging to the group is deemed to have given authority to the primary contact person for the subject booking to accept a CEB Flight Swap or Flight Buyback offer. Additionally, Travel Vouchers/ Travel Fund credits part of the accepted offer will also be placed in the MyCebuPacific Account of the primary contact person for the subject booking.

CLAUSE 9 – SCHEDULES, CANCELLATIONS, DELAYS, AND DIVERSIONS

9.1. Contact

The Airline may contact Passengers through the Passenger Contact Information provided regarding flight schedule changes, discovery of fraudulent transactions, general correspondence, or cancellations of flight itineraries. Evidence of e-mail or text message dispatch will be deemed evidence of receipt.

9.2. Schedules

Flight times shown in the Itinerary Receipt are not guaranteed and may change between the date of reservation and the date of travel as circumstances may warrant. The Airline will exert reasonable efforts to notify the affected Passengers of any change in or postponement of the flight schedule through Passenger Contact Information provided to the Airline.

9.3. Cancellations, Delays, and Diversion

9.3.1. The Airline may cancel, terminate or delay any flight, or suspend the operation of a flight route at any time after a reservation has been made.

9.3.2. The Airline may divert any flight to any airfield other than the airfield of departure or destination if it is unable to fly or land the aircraft at the airfield of origin or destination for reasons beyond its control.

9.3.3. In case of involuntary flight disruptions, the affected Passenger shall have the following options: a) Rebook the flight; b) Apply for the creation of the Travel Fund; or c) seek refund of the fare and other refundable charges paid, subject to the Airline's policy and requirements.

9.3.4. In case of flight delays or postponements of at least two (2) hours but less than four (4) hours, other than safety or security reasons, the affected Passenger may rebook the flight without

charges up to thirty (30) days, apply the fare difference in case rebooked greater than thirty (30) days, or apply for the creation of the Travel Fund.

- 9.3.5. If delay is at least four (4) hours due to causes attributable to the airline, the affected Passenger will have the option to: (i) rebook the flight without change fee and fare difference, provided that the rebooking is made within 30 days, (ii) apply for the creation of a Travel Fund upon payment of a cancel fee, or (iii) seek a refund of the fare and other refundable charges paid upon payment of a cancel fee.

If the flight delay lasts for at least four (4) hours after the STD and the passenger chooses to continue with the flight, the passenger is entitled to (a) compensation equivalent to at least the value of the sector delayed to be paid in cash or voucher, at the discretion of the airline; and (b) right to board the flight if it takes place more than four (4) hours after the STD.

- 9.3.6. The Airline shall compensate Passengers who are denied boarding due to unavailability of space despite holding confirmed ticket, in accordance with relevant Airline policies, applicable laws and government regulations.

9.4. Flight Connections

- 9.4.1. Except for connections within its network, the Airline is strictly a point-to-point carrier and is not responsible for any connecting flight of the Passenger or for any misconnection arising from any reason whatsoever.
- 9.4.2. Passengers and Baggage will be transported up to the Sector for which the Passenger has checked-in. Passengers with connecting flights on other airlines must claim all Baggage and clear through immigration and customs authorities in all airports and check-in to their connecting flights.
- 9.4.3. The Airline offers connections within its network and these are sold as such. Only Passengers who have availed themselves of the Airline's flight connections (Through Fares) will be treated as connecting passengers.

CLAUSE 10 - TRAVEL FORMALITIES

10.1. General

- 10.1.1. Passengers are responsible for obtaining all required travel documents, visas and permits, and for complying with the laws, regulations, orders, demands and travel requirements of countries of origin, destination or transit.
- 10.1.2. Passengers alone are fully liable for, and the Airline disclaims any responsibility for, the consequences of the Passengers' failure to obtain or present any required travel document, visa or permit, or to comply with applicable laws, regulations, orders and travel requirements.

10.2. Travel Documents

10.2.1. The Passenger must present prior to travel all exit, entry, health and other documents required by the countries concerned, and at the Airline's request, allow the Airline to take and retain copies of these documents. The Airline will refuse the Passenger carriage if the Passenger has not complied with any travel requirement or if his travel documents do not appear to the Airline to be in order.

10.2.2. Documentation required for international travel may vary from one country to another. The Passenger is personally responsible for ensuring that he or she has valid travel documents that meet the requirements of the immigration, customs and other authorities at every destination.

The Airline operates strictly as a point-to-point carrier. Hence, policies of countries exempting visa requirements for transit Passengers do not apply. Passengers must obtain the applicable entry visa in order for them to clear immigration and claim their Checked Baggage at the transit port.

- a. Passengers with Checked Baggage and onward connection from Dubai must arrange for baggage transfer service twenty-four (24) hours prior to arrival if traveling without visa to Dubai.
- b. Passengers with onward connecting flights from Australia to another country will be required to pass through immigration clearance upon arrival, claim their Checked Baggage, and check-in to their onward flight. Depending on nationality, Passengers may need to obtain a transit visa from Australia even if their onward booking will leave within eight (8) hours of arrival in Australia.

10.2.3. Different jurisdictions may impose separate travel guidelines for minors. The passenger undertakes to check and comply with the requirements of their respective immigration authorities, as well as that of their destination. Filipino minors (i.e., below eighteen [18] years of age) traveling to a foreign country and unaccompanied by either parent shall present appropriate travel clearance in accordance with the existing rules of the Department of Social Welfare and Development (DSWD).

10.2.4. Passengers intending to undertake international travel must possess a valid passport which shall not expire within six (6) months from the date of his scheduled flight, and the applicable valid visas. They must also have a return or onward journey booking and be able to satisfactorily prove upon request sufficient means of financial support during their stay in the country of transit or destination.

10.2.5. For purposes of passenger identification, the Airline will not accept expired or damaged forms of photo-ID on any flight. When necessary, a passenger may be required to present more than one identification card.

10.3. Customs and Security Inspection

10.3.1. The Passenger is expected to voluntarily submit himself and his Baggage for inspection by customs or other government or airport authorities. The Airline will not be liable to the Passenger for any loss or damage sustained by the Passenger in the course of such inspection.

10.4. Offsetting

Towards the satisfaction of any amount which the Passenger may happen to owe to the Airline, the Airline may apply any unused carriage on the Passenger's Itinerary Receipt or any of the Passenger's funds in the custody of the Airline, including any Travel Fund created for the benefit of the Passenger.

CLAUSE 11 – PASSENGER CONDUCT

The Passenger will conduct himself within the airport and onboard the aircraft in a manner consistent with existing aviation Regulations and mindful of the courtesy customarily extended by reasonable persons to other Passengers and Airline crew. The Passenger must follow the directions of any Airline crew.

11.1. Misconduct

11.1.1. The Airline may take such measures as it deems reasonably necessary, including the use of physical restraint, if in its reasonable opinion:

- a. The Passenger's conduct endangers any other Passenger, or person or property within the airport or onboard the aircraft, or obstructs or hinders the crew in the performance of their duties;
- b. The Passenger has failed or refused to comply with any appropriate instruction of the crew on the observance of aviation Regulations, including those relating to smoking, consumption of alcohol, use of mobile phones; or
- c. The Passenger uses any threatening, abusive or insulting words or conduct towards the crew or behaves in a manner that causes discomfort, inconvenience, damage or injury to other persons or property.

11.1.2. The Airline may compel the Passenger to leave or disembark and refuse onward carriage at any point and the Passenger will be prosecuted for offenses committed within the airport or onboard the aircraft.

11.1.3. The Airline will hold the Passenger liable for all costs, damages and liabilities that the Airline may incur as a result of any misconduct or diversion of the aircraft to offload the Passenger.

11.2. Use of Electronic Devices

For safety reasons, the Airline may forbid or limit operation on board the aircraft of electronic equipment, including mobile phones, laptop computers, portable recorders, portable radios, CD players, electronic gaming or transmitting devices, radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

11.3. Smoking and Alcohol

Smoking is not permitted on any of the flights. The Airline may cause the imposition of severe criminal penalties and claim flight disruption costs against the Passenger for any violation of this policy. Those who attempt to smoke in a flight may be refused carriage in the future. Passengers are also prohibited from consuming their own alcohol on board.

CLAUSE 12 – BAGGAGE

12.1. Baggage Acceptance and Limitations

12.1.1. *Prohibited Articles.* Passengers must not include in their Baggage:

1. Items which are not properly packed in suitcases or other suitable containers;
2. Items which are likely to endanger the aircraft or persons or property onboard the aircraft;
3. Items the carriage of which is prohibited by applicable laws, regulations or orders of any state or country to be flown from, into or over;
4. Items which in the Airline's reasonable judgment are unsuitable for carriage by reason of their weight, shape, size or character;
5. Fragile or perishable items unless the passenger voluntarily executes a Limited Release Tag relieving the Airline of any liability in case of damage to, loss or destruction of, such items;
6. Live or dead animals;
7. Human or animal remains;
8. Improperly packed fresh or frozen foodstuff;
9. Firearms and ammunition, except where special handling is sought from and accepted by the Airline;
10. Dangerous goods, including but not limited to explosives, flammable or non-inflammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents), flammable solids (such as matches, fire lighters), organic peroxides (such as resins), poisons, infective substances (such as viruses, bacteria), radioactive material (such as radium), corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleaches); and
11. Weapons of any kind such as antique firearms, swords, knives and similar items, which may only be allowed as Checked Baggage at the Airline's discretion for justifiable reasons.

12.1.2. Unless the Airline is required by law, animals are generally not carried on the Airline's flights unless the Passenger shows to the satisfaction of the Airline the necessity of carrying the animal. All Service Animals must have any required clearances from appropriate government authorities. Please see Cebu Pacific's special service request page found in the Airline's website for more information.

12.2. Checked Baggage Fee

12.2.1. General

- a. Fares for all flights do not include allowances for Checked Baggage. The Passenger may purchase Prepaid Baggage Allowances for his or her Baggage up to two (2) hours before the STD based on prevailing rates as may be found on the Airline's website and subject to the applicable dimension and piece limitations. If the Passenger has no Prepaid Baggage Allowance, he or she may still check- in Baggage upon payment of the prevailing standard Airport Baggage Fees and subject to the Airline's conditions and limitations.
- b. The Airline will take custody of and issue a Baggage Tag for each piece of Baggage that the Passenger will deliver to the Airline's check-in agents. For security reasons, the Airline requires the Passenger to acknowledge that he personally packed properly the Baggage and knows the contents thereof, otherwise, the Baggage will not be accepted. All Checked Baggage must have the Passenger's name or other personal identification affixed securely to it.
- c. Baby strollers (used by a Passenger), manual and collapsible wheelchairs that are not battery operated, and crutches (for personal use) are carried by the Airline free of charge.

12.2.2. Checked Baggage Allowance

Fares do not include allowances for Checked Baggage. Passengers traveling with Checked Baggage but without Prepaid Baggage Allowance shall be charged standard airport baggage fees up to the first twenty (20) kilograms and standard excess baggage rates for every kilogram in excess.

If any one (1) side of the Checked Baggage exceeds thirty-nine (39) inches or is oddly-shaped, the Oversized Baggage Fee will apply; provided that items or luggage measuring more than eighty (80) inches on one side will not be accepted as Checked Baggage and will be endorsed to the Airline's Cargo Division.

12.2.3. Airport and Excess Baggage Allowance

The Passenger will be required to pay a baggage fee charge if he or she has not purchased Prepaid Baggage Allowance but carries Checked Baggage for the flight. When applicable, the Passenger will be required to pay excess baggage fee if the total weight of his or her Checked Baggage exceeds his or her Prepaid Baggage Allowance purchased for the flight, or an excess piece fee if the Passenger exceeds the allowable piece count.

For reasons of safety, acceptance of excess Baggage is always subject to the Airline's absolute discretion and no refusal by the Airline to carry the Passenger's excess Baggage will make the Airline liable for the Passenger's loss, damage, or inconvenience.

12.2.4. Prepaid Baggage Allowance

- a. In lieu of standard airport baggage fees, Passengers have the option to purchase Prepaid Baggage Allowance at discounted rates through the Airline's ticket offices, the Cebu Pacific Mobile App, or its website until two (2) hours before the STD as indicated in the Itinerary Receipt.
- b. Once the booking with Prepaid Baggage Allowance is finalized, a Passenger may upgrade within the Airline's prescribed period by paying only the difference between the Prepaid Baggage Allowance options, but is not allowed to downgrade his Prepaid Baggage Allowance.
- c. Checked Baggage weighing in excess of the Prepaid Baggage Allowance purchased shall be charged at standard excess baggage rates per kilogram upon check-in or bag drop at the airport.
- d. Passengers may not pool their Prepaid Baggage Allowances for Checked Baggage unless they are booked in one (1) PNR and appear at the Airport Check-in or Bag Drop Counter at the same time.
- e. Prepaid Baggage Allowance can only be used by the Passenger for the specific flight and sector for which it is paid.

12.2.5. Collection and Delivery of Baggage

- a. Checked Baggage will be carried on the same aircraft as the Passenger. However, the Airline may decide for safety, security or operational reasons to carry it on another flight. If a Checked Baggage is carried on a subsequent flight, the Airline will deliver it to the Passenger unless applicable law requires the Passenger to be present for clearance by customs authorities.
- b. Unless carried on a subsequent flight, the Passenger must collect his Checked Baggage as soon as it is available for collection at the place of destination. The Passenger will be charged a storage fee if he does not collect it within a reasonable time from the arrival of his flight and the Baggage needs to be stored at the Airline's premises. Any Checked Baggage that is not claimed within fifteen (15) days from the time it was made available for retrieval will be considered abandoned and will be disposed without any liability to the Passenger.
- c. Only the bearer of the Baggage Tag is entitled to delivery of a Checked Baggage. If a person claiming the Checked Baggage is unable to produce the Baggage Tag, the Checked Baggage will be delivered to him only after he establishes to the satisfaction of the Airline his right to the Checked Baggage. In such a case, the Passenger may be required to furnish adequate security to indemnify the Airline for any loss, damage or expense that it may incur as a result of the delivery.

- d. Acceptance of Baggage by the bearer of the Baggage Tag without complaint at the time of delivery is reasonable evidence that the Baggage was delivered in good condition and in accordance with the contract of carriage, unless proven otherwise.

12.3. Carry-on Baggage

12.3.1. Nature, Weight, and Dimension

- a. Carry-on Baggage that may be allowed on board shall be subject to Airline's existing policy and may be subject to change without prior notice.
- b. Only one (1) piece of Carry-on Baggage may be carried on board, with a maximum weight of seven (7) kilograms and dimensions of up to 56cm x 36cm x 23cm.
- c. Carry-on Baggage must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin.
- d. Carry-on Baggage that cannot be stored in such manner or of excessive weight or size, or which the Airline considers unsafe to be in the cabin for any reason must be carried as Checked Baggage.
- e. Carry-on Baggage must comply with the Airline's published Carry-on Baggage requirements. In addition, prohibited articles included in the enumeration under Clause 12.1.1 will likewise not be allowed to be carried as hand baggage.
- f. The Airline may impose a fee for the Passenger's failure to comply with the requirements for Carry-on Baggage under this Clause 12.3.

12.3.2. Valuable and Fragile Goods

- a. Valuable and fragile goods (including but not limited to money, jewelry, precious metals, silverware, electronic devices, computers, cameras, video equipment that meet the requirements for Carry-on Baggage, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like) can only be accepted on board the aircraft as Carry-on Baggage. Except to the extent required by the Warsaw Convention or Montreal Convention, the Airline will not be liable in case of damage or loss if the value of the items in the Checked Baggage is not declared by the Passenger.
- b. The Passenger must ensure that his Carry-on Baggage is properly packed and placed in a safe and secured place so as to prevent or minimize loss or damage, and must advise the cabin crew of the valuable and fragile nature of the contents so that appropriate care may be taken.

12.4. Sports Equipment Allowances and Fees

Carriage of sports equipment is subject to the Airline's policy. The Sports Equipment Allowance may be rebooked but is non-refundable unless Fare refund is available to the Passenger. Passengers traveling with sports equipment may avail themselves of only one (1) Sports Equipment Allowance through the Airline's ticket offices or its website until two (2) hours before the STD of the flight as indicated in the Itinerary Receipt and prior to check-in for any sports equipment listed hereunder on top of any Prepaid Baggage Allowance, subject to the following guidelines:

12.4.1. Bicycles

Bicycles must be placed with handlebars fixed sideways, pedals removed and tires deflated in a hard shell container specifically designed for shipping, or in a bicycle suitcase.

12.4.2. Fishing Equipment

Fishing equipment must be retractable for transport and packed in a hardshell container specifically designed for shipping.

12.4.3. Golf Club

The bag and the clubs must be fully enclosed in a hardshell container specifically designed for shipping. These will not be accepted if packed only with a vinyl or canvas cover.

12.4.4. Scuba Diving Equipment

Scuba diving equipment must be securely packed in an appropriate bag specifically designed for shipping. Scuba tanks will not be accepted for carriage.

Underwater photography and videography gear may be allowed as Carry-on Baggage provided they pass the requirements under Clause 12.3.

12.4.5. Surfboards/Wakeboards

Carriage of surfboards/wakeboards is subject to the Airline's policy. Generally, surfboards/wakeboards must be appropriately covered for dents and scratches.

12.4.6. Bowling balls

The passenger may carry up to two (2) bowling balls and one (1) pair of bowling shoes placed securely in a bowling bag.

12.5. Refusal of Carriage of Prohibited and Other Items

12.5.1. The Passenger must not include in his Baggage, and the Airline will refuse to carry as Baggage and refuse further carriage upon discovery, any prohibited item listed under Clause 12.1.1 or any rules, regulations, advisories, resolutions, or circulars issued by the Office for Transportation Security of the Department of Transportation and Communications. If the Passenger insists on carrying and includes any prohibited items in his Baggage, the Airline will not be responsible for any loss, damage, seizure or confiscation of such items, except to the extent required by the Warsaw Convention or Montreal Convention.

12.5.2. The Airline may refuse to carry as Baggage any which does not comply with the Airline's published baggage requirement.

- 12.5.3. The Airline may refuse to accept for carriage any Baggage that is not properly and securely packed, as determined by the Airline. It is the responsibility of the Passenger to coordinate with the Airline in relation to the prescribed packing for his or her Baggage.

12.6. Right to Search

- 12.6.1. For reasons of safety and security and to the extent allowed by applicable laws, rules and Regulations, the Passenger may be requested to undergo a search and scan of his person or his Baggage. The Airline may search the Baggage in the Passenger's absence or unavailability to determine whether the Passenger is in possession of or his Baggage contains any unacceptable or prohibited items.
- 12.6.2. Should the Passenger refuse to comply with the request to search and scan, the Airline may refuse to carry the Passenger and his Baggage without refund of the fare paid and without any further liability. The Airline will not be liable for any injury to the Passenger or damage to his Baggage caused by any such search and scan unless the injury or damage is attributable to the fault of the Airline.

CLAUSE 13 – ANCILLARY PRODUCTS AND SERVICES

13.1. Ancillary Products and Services offered by the Airline

- 13.1.1. The Airline offers products and services ancillary to carriage by air, including in-flight meals that Passengers may also pre-order when booking their flights through the Airline's website or the Cebu Pacific Mobile App. The complete terms and mechanics (including rates and charges) applicable to any availment of Ancillary Products and Services may be found on the Airline's website.
- 13.1.2. Ancillary Products include, but are not limited to, the following: Prepaid Baggage Allowance, Seat Selector, Sports Equipment Allowance, and Inflight Meals.
- 13.1.3. Ancillary Products are non-transferable, non-reroutable and non-refundable or cannot be stored in a Travel Fund unless full refund/travel fund is available to the passenger under the General Terms and Conditions or otherwise required by local laws, but may be rebooked subject to Airline's policy.

13.2. Ancillary Services from Third Parties

- 13.2.1. The Airline merely acts as an agent of the Passenger in the provision of ancillary services requested by the Passenger from, or when making arrangements for the Passenger with, any third party, or if the Airline issues a ticket or voucher relating to transportation or services other than carriage by air, including hotel reservations or car rental.

- 13.2.2. In these cases, the terms and conditions of the third-party provider will apply and the Airline makes no representation on its behalf, nor will the Airline be liable for any inability or refusal of the third party to provide the services or for any loss or damage sustained by the Passenger.

CLAUSE 14- LIMITATION OF LIABILITY

14.1. In case of death or bodily injury

All international travel with the Airline, where the Passenger's journey involves an ultimate destination or stop in a country other than the country of departure, is subject to the liability rules under either the Warsaw Convention, Montreal Convention, OR any other relevant convention, as applicable and as amended from time to time. For domestic travel, the Airline's liability for Passenger death or personal injury shall be determined in accordance with the applicable Domestic Laws. Additional protection can easily be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Airline's liability under the Warsaw Convention, Montreal Convention, or other relevant conventions.

14.2. Delayed, Lost, or Damaged Baggage

14.2.1. Delay

Whenever possible, Checked Baggage will be carried on the same aircraft as the Passenger. The Airline may decide for safety, security or operational reasons to carry it on another flight. If a Checked Baggage is carried on a subsequent flight, the Airline will deliver it to the Passenger unless applicable law requires the Passenger to be present for clearance by customs authorities. For delayed Checked Baggage, the Airline's liability shall be determined under the Warsaw Convention, Montreal Convention, or Domestic Laws as applicable and as amended from time to time.

14.2.2. Lost or Damaged Baggage

- a. For international travel performed under the Warsaw Convention, the liability limit for lost or damaged Checked Baggage is Twenty United States Dollars (USD20.00) per kilo. For international travel performed under the Montreal Convention, the Airline shall be liable only up to the amount of One Thousand Two Hundred Eighty-Eight (1,288) SDR or such amount based on the limits of liability that have been revised and made effective in accordance with the provisions of the Montreal Convention. In special circumstances where the law of the country or destination (other than the Philippines) so requires, the Airline's liability for delay, lost, or damaged Baggage may be governed by the liability rules of any other applicable law, regulation, or international convention. Any recovery by the Passenger under such other convention will bar further recovery pursuant to the Warsaw Convention or Montreal Convention. The governing law or convention shall be that which is applicable at the time that the international travel is commenced.

- b. For domestic travel, the Airline's liability for lost or damaged Baggage shall be determined in accordance with the applicable Domestic Laws.

14.3. Declaration of Higher Value

Where the Passenger declares in writing pursuant to an excess valuation facility a higher value for his Checked Baggage in advance of the flight and, and pays additional charges imposed by the Airline, the Airline's liability shall be limited to that higher declared value unless the Airline proves that such declared value is higher than the Passenger's actual interest in delivery at destination.

14.4. General

- 14.4.1. Any liability of the Airline will be reduced, mitigated, or eliminated by any negligence or other wrongful act or omission on the part of the person claiming compensation, or the person from whom he or she derives his or her rights, which causes or contributes to the death, injury, delay, loss, or damage to the extent that may be allowed by the Warsaw Convention, Montreal Convention, or other Domestic Laws as applicable and as amended from time to time.

In no case shall the Airline's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.

- 14.4.2. The Airline will not be liable for Damage to, or Loss of, the Baggage unless caused by the Airline's gross negligence or willful misconduct and the Baggage was placed within the Airline's control with its consent, except to the extent otherwise required by the Warsaw Convention or Montreal Convention.
- 14.4.3. If the weight of the Checked Baggage is not recorded on the Baggage Tag, it is conclusively presumed that its total weight does not exceed the applicable Prepaid Baggage Allowance availed of by the Passenger.
- 14.4.4. The Airline will not be liable for any Damage arising from its compliance with applicable laws or government rules and regulations or from the Passenger's failure to comply therewith.
- 14.4.5. The Airline is not liable for Damage caused by the Passenger or his or her Baggage. The Passenger is responsible for any Damage he or she has caused, or is caused by his or her Baggage to himself, or to other persons or property, including his or her property or that of the Airline's property. In any such event, the Passenger holds the Airline free and harmless from any liability that may arise.
- 14.4.6. The Airline has no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Carry-on Baggage nor for unsuitably packed, perishable, damaged or fragile items or **cosmetic or superficial damage caused to Baggage as a result of normal wear and tear during carriage**, except to the extent required by the Warsaw Convention or Montreal Convention. Neither shall the Airline be liable for Damage to, or loss of, the Baggage if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.

- 14.4.7. The Airline is not responsible for any illness, disability, or any unforeseen medical emergency, including death, attributable to the Passenger's physical condition at the time he takes his flight or for the aggravation of such condition by reason of his taking the flight, except to the extent required by the Warsaw Convention or Montreal Convention. Should the Airline incur costs due to a necessary stop to transport the Passenger to a hospital, or otherwise attend to the Passenger's condition, the Airline reserves the right to hold the Passenger liable for the reimbursement of any and/ or all costs and expenses incurred in connection with this. The Airline likewise reserves the right to apply towards such reimbursement the value of any carriage unused by the Passenger, or any funds due to Passenger in the Airline's possession; provided, that if funds in the Airline's possession are insufficient, the Airline shall still have the right to reimbursement for any amount remaining.
- 14.4.8. The Airline reserves the right to dispose baggage which remains unclaimed for a period of thirty (30) days after the arrival of the flight.

CLAUSE 15 – TIME LIMITATION OF CLAIMS AND ACTION

15.1. Notice of Claims

- 15.1.1. Except to the extent otherwise permitted by the Warsaw Convention or Montreal Convention, a Passenger who wishes to file a claim or action for Damage to Checked Baggage must notify the Airline as soon as the Damage is discovered and while the Passenger is still in the airport premises. Otherwise, the failure to make a complaint as required in this clause shall be prima facie evidence that the Checked Baggage had been delivered in good condition and in accordance with the document of carriage. In case of a lost or delayed Checked Baggage, the Passenger must advise the Airline right after his flight and before leaving the airport premises, except as otherwise permitted by the Warsaw Convention or Montreal Convention.
- 15.1.2. Failure to make a written complaint to the Airline of the incident within seven (7) days from the date of receipt, in the case of Damage to Checked Baggage, and within twenty-one (21) days from the date on which the Checked Baggage was placed at his disposal, in case of Delay of delivery of such Checked Baggage, will constitute a waiver of any claim. Every notification must be in writing and delivered to the Airline within the prescribed period.

15.2. Limitation of Actions

A Passenger's right to claim for Damages will be extinguished if an action is not brought against the Airline within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

15.3. Contact Information

- 15.3.1. For questions or concerns, Passengers may visit this [link](#) for available customer service channels.

CLAUSE 16 – MISCELLANEOUS PROVISIONS

16.1. Governing Law

The Airline is a Philippine carrier and the contract of carriage and this General Terms and Conditions and the Regulations that are issued by the Airline from time to time shall be governed by and construed in accordance with Philippine law.

16.2. Venue of Suit

Any action by or against the Airline must be brought before the competent courts of Pasay City, Philippines to the exclusion of all other venues, unless otherwise permitted by the Warsaw or Montreal Conventions or local laws. The Passenger submits to the jurisdiction of these courts and will not object to the venue on the ground of inconvenient forum.

16.3. Service of Legal Notices

The Airline will accept formal and legal notices or documents only at its head office in Pasay City, Philippines, unless otherwise permitted by the Warsaw Convention or Montreal Convention.

16.4. Modification and Waiver

None of the Airline's agents, employees or representatives has the authority to alter, modify or waive any provisions of this General Terms and Conditions.

CLAUSE 17 – PRIVACY POLICY

17.1. Information Collection

In the course of the Airline's transactions with the Passenger, the Airline may obtain Passenger Contact Information and personally identifiable information that is voluntarily provided by the Passenger, including without limitation the Passenger's name, address, birthday, gender, and contact details. The Passenger acknowledges that the Airline (a) has no control over the information provided by the Passenger to it and makes no representation whatsoever with respect to such information, (b) has no obligation to establish the completeness, accuracy, veracity, or authenticity of such information, and (c) will not be liable for any loss, damage, or injury whether direct, indirect or consequential, incidental, punitive, exemplary, or any other loss, damage, or injury arising out of or in connection with the inaccuracies, incompleteness, falsity, or errors in the information so provided.

17.2. Information Collation, Storage and Use

17.2.1. All Passenger information obtained by the Airline are collated and stored for future reference, at all times under strict obligations of confidentiality, subject to such limitations as set forth herein or as mandated by applicable laws and regulations.

- 17.2.2. The Airline will retain Passenger information for as long as it is necessary to fulfill the purpose for which the information was obtained or collected, or as may be required by law.
- 17.2.3. The Airline reserves the right to use, and the Passenger is deemed to have authorized the Airline to use, the Passenger information for any legitimate purpose, including but not limited to:
- a. Notifying Passenger of any flight time change or cancellation;
 - b. Credit or other payment card verification/screening;
 - c. Immigration/customs control safety, security, health, administrative;
 - d. Crime prevention/detection;
 - e. Legal purposes, statistical and marketing analysis;
 - f. Systems testing;
 - g. Customer surveys and customer relations communications;
 - h. Customizing the Airline's advertising and content;
 - i. Responding to Passenger requests for certain products and services; and
 - j. Contacting the Passenger about special deals and new products.

17.3. Information Sharing and Disclosure

- 17.3.1. By booking a Seat, the Passenger acknowledges and confirms that he has read, consented to, agreed with, and accepted the Airline's Information Sharing and Disclosure Policy as contained in the General Terms and Conditions, website terms of use and important reminders and information posted by the Airline. The same rule applies in case of group bookings where each Passenger belonging to the group is deemed to have given specific authority to the person, private or juridical, who made the booking reservation for and in behalf of the Passenger traveling as part of the group booking to consent to, agree with, and accept the Airline's Information Sharing and Disclosure Policy.
- 17.3.2. No Passenger information will be disclosed by the Airline to any third party unless:
- a. The Passenger has given his consent or is deemed to have given his consent to share the information
 - b. There is a need to share the information to enable, certify, or facilitate the provision of a product or service requested by, or provided to, the Passenger;
 - c. The third party recipient of the information is a partner, agent, contractor or sub-contractor of the Airline or is a company that works for, with or on the Airline's behalf;
 - d. In response to a legal process, subpoena or court order issued by competent government authority;
 - e. The recipient of the information is a legal advisor to the Airline or the disclosure is necessary for the Airline to establish, exercise or defend its legal rights; or
 - f. An emergency has occurred that threatens the life, health or security of any individual.

CLAUSE 18 – INTERLINE AGREEMENTS

- 18.1. The Airline may sell air transportation services which are operated by other carriers with their respective carriers' flights and airlines' designator codes ("Operating Carriers"), in which case the Airline shall provide information of the Operating Carrier at the point of booking or at the time when the identity of the Operating Carrier is established. Travel on Operating Carriers will be governed by the Operating

Carriers' conditions of carriage. For this purpose, the marketing carrier shall be the carrier whose designator code appears on the ticket, booking document, or Itinerary Receipt, whichever applies.