

# Avelo Rewards Program Terms and Conditions

Updated January 21, 2026

## 1. Introduction

- A. The Avelo Rewards Program (as described in more detail herein, the “**Rewards Program**”) is a rewards program offered and administered by Avelo Airlines, Inc. (“**Avelo**,” “**we**,” “**us**” or “**our**”), which establishes and governs the terms and conditions of your earning, accumulation, administration, maintenance, and redemption of Avelo Rewards (as defined in Section 2 below). Currently, the Rewards Program is offered and administered in connection with your Avelo Airlines World Elite Mastercard (“**Card**”). First Electronic Bank is the issuer of the Card. The terms and conditions of the Avelo PLUS membership program are separate from these Rewards Program Terms and Conditions (these “**Terms and Conditions**”) and are published by Avelo at <https://www.aveloair.com/avelo-plus#terms-and-conditions>. Avelo reserves the right to change these Terms and Conditions, at any time with or without prior notice, including by providing additional terms and conditions in connection with Avelo Rewards.
- B. Your participation in and use of the Rewards Program is subject to:
  - i. these Terms and Conditions; and
  - ii. any other rules, terms and conditions, and offers specific to the Rewards Program or any Rewards Program benefits, that are described from time to time on our Site (as defined below) (collectively, the “**Rewards Program Offer Rules**”).
- C. By using your Card, earning or redeeming Avelo Rewards, or otherwise using any Rewards Program benefits, you acknowledge and agree that (i) these Terms and Conditions and (ii) the Rewards Program Offer Rules are a binding agreement between you and Avelo (collectively, the “**Rewards Agreements**”). With that in mind, please review these Terms and Conditions and all Rewards Program Offer Rules carefully.
- D. For clarity, your use of Avelo’s website(s) and app(s) (collectively, the “**Site**”) is also subject to our Site [terms and conditions](#), and if you decide to purchase air transportation and/or Optional Services (as defined in our [Contract of Carriage](#)) from Avelo, our [Contract of Carriage](#) shall also apply. Capitalized terms used herein, but not defined herein, have the meanings provided in our [Contract of Carriage](#).
- E. By earning or redeeming Avelo Rewards or otherwise using any Rewards Program benefits, you acknowledge that you have read, and agree to, our [privacy policy](#).

F. For clarity, except as otherwise changed by these Terms and Conditions and/or the Rewards Program Offers Rules, the terms of our [Contract of Carriage](#) relating to Avelo Cash will continue to apply and govern. Where there are conflicts between the Rewards Agreements and Contract of Carriage relating to the Rewards Program (including Avelo Cash), these Terms and Conditions and/or the Rewards Program Offers Rules shall apply and govern.

G. **“Cardholders”** are those Avelo Customers who are holders of a valid and active Card that is not in default (as defined by the applicable Cardholder Agreement). For purposes of these Terms and Conditions and Rewards Program Offer Rules, Cardholders may be referred to as **“you”** or **“your.”**

## **2. Points and Avelo Cash**

i. General. **“Points”** and **“Avelo Cash”** (as defined in our Contract of Carriage) constitute the Card’s rewards currency. **“Avelo Rewards”** means Points and Avelo Cash. You, as a Cardholder, may earn Avelo Rewards by making purchases with your Card and may use those earned Avelo Rewards to purchase Avelo products and services, as further described in these Terms and Conditions and our Contract of Carriage. When Points are awarded, Avelo automatically converts them into their equivalent value in Avelo Cash, with one (1) Point equal to \$0.01 in Avelo Cash. Avelo Cash is non-transferable and may only be used by the person to whom it was issued. Avelo Cash is not legal tender and has no cash or refund value. Points and Avelo Cash are not separate currencies and, for purposes of the Rewards Agreements, are treated as equivalent forms of Avelo Rewards.

You can find your Points/Avelo Cash balance, including applicable expiration dates, if any, on your profile at <https://www.aveloair.com>.

ii. How to Earn Avelo Rewards.

(1) You will earn five (5) Points for every one dollar (\$1.00) of Qualifying Avelo Purchases (as defined herein) made using your Card, which Points will be automatically redeemed as \$0.05 in Avelo Cash. For example, a \$100 Qualifying Avelo Purchase would result in earning five (5) dollars in Avelo Cash, which is five percent (5%) in Avelo Cash of the whole dollar value of the Qualifying Avelo Purchase.

(2) You will earn two (2) Points for every one dollar (\$1.00) of all Qualifying Purchases (as defined herein) made using your Card, which Points will be automatically redeemed as \$0.02 in Avelo Cash. For example, a \$100 Qualifying Purchase would result in earning two (2) dollars in Avelo Cash, which is two percent (2%) in Avelo Cash of the whole dollar value of the Qualifying Purchase.

(3) Avelo Rewards are calculated on the whole dollar amount of each Qualifying Avelo Purchase or Qualifying Purchase (each as defined herein) made with your Card. Each Qualifying Avelo Purchase or Qualifying Purchase will be rounded down to the nearest whole dollar before Avelo Rewards are awarded. For example, a \$48.85 Qualifying Purchase would be rounded down to \$48 and would result in earning ninety-six cents (\$0.96) in Avelo Cash, which is two percent (2%) of \$48. Avelo may, in its sole discretion, update the rounding and calculation methods in these Terms and Conditions, which shall be final and binding.

(4) Please allow up to thirty (30) days from the date of your Card statement close for Avelo Rewards that you have earned during that same statement period to be awarded and appear on your profile at <https://www.aveloair.com>.

(5) For purposes of the Rewards Agreements, “**Qualifying Avelo Purchases**” means the cash portion (i.e., the non-Points, non-Avelo Cash portion) of purchases of Reservations and Optional Services (each as defined in our [Contract of Carriage](#)), directly from Avelo by you, for use by you and any companions traveling under the same Reservation, in each case including, but not limited to, any of the following that are charged by Avelo: taxes, processing fees (e.g., fees assessed in connection with Reservations purchased via Avelo’s Customer Solutions Center), security fees, and Passenger Facility Charges.

(6) Notwithstanding anything to the contrary, for purposes of the Rewards Agreements, “**Qualifying Avelo Purchases**” does not include the following types of purchases / spend (all of which would be deemed “Qualifying Purchases” if made using your Card):

- a. purchases of Reservations or Optional Services through third-party channels (e.g., travel aggregators or travel agents); or
- b. purchases of Reservations or Optional Services made by you prior to your becoming a Cardholder; or
- c. purchase of any third-party products sold by Avelo via the Site.

(7) For purposes of the Rewards Agreements, “**Qualifying Purchases**” are any Purchase (as defined by the Avelo Airlines World Elite Mastercard Cardholder Agreement (the “**Cardholder Agreement**”)) on your Card that is not a Qualifying Avelo Purchase, or is a type of purchase that is specifically excluded as outlined below. Qualifying Purchases do not include the following types of purchases / spend:

- (a) Cash or cash equivalent transactions, including withdrawing funds from an ATM or through a financial institution, or purchasing or funding money or wire transactions, traveler's checks, cashier's checks, money orders, foreign cash transactions, peer-to-peer transactions, and prepaid or stored value cards;
- (b) Gambling transactions, including, but not limited to, purchasing lottery tickets, gaming chips (physical or digital), placing racetrack wagers, or engaging in any other gambling-related transactions;
- (c) Pawn shop transactions;
- (d) Debt collection payments;
- (e) Financial services transactions, including the purchasing of digital currency, stocks, bonds, and options;
- (f) Any transaction prohibited by the terms of your Cardholder Agreement;
- (g) Any transaction believed or determined to be an attempt to engage in manufactured spend or fraud or abuse in connection with the Rewards Program; and
- (h) Annual fees, Rewards Adjustment Charges, and/or interest charged in connection with your Card.

(8) If a Qualifying Purchase or Qualifying Avelo Purchase is refunded, reversed, disputed, or otherwise adjusted after Avelo Rewards have been awarded, Avelo reserves the right to deduct or revoke the corresponding Avelo Rewards from your rewards balance awarded through Card purchases. In cases where such Avelo Rewards have already been redeemed, the deduction may result in a negative Avelo Rewards balance, and can be deducted against future Avelo Rewards earnings awarded through Card purchases. In cases where such deduction would result in a negative balance for Avelo Rewards awarded through Card purchases, Avelo reserves the right to charge your Card for an amount equivalent to such negative Avelo Rewards balance (a "**Rewards Adjustment Charge**"). The Rewards Adjustment Charge would be in US dollars and would be equal in US dollars to the Avelo Cash amount of such negative Avelo Rewards balance awarded through purchases with the Card. Rewards Adjustment Charges will not be assessed against Avelo Cash balances that have been accrued by a Cardholder other than via Card spend (e.g. Avelo Cash issued in connection with a flight change, cancellation, or disruption, as contemplated in the Contract of Carriage).

For example, if a Qualifying Purchase of \$1,000 that previously posted to your Card is reversed and you had \$20 Avelo Cash awarded for that purchase, the \$20 Avelo Cash may be deducted from your available Avelo Rewards balance awarded through Card purchases. If, at the time of the \$20 Avelo Cash deduction, your Avelo Rewards balance was \$15 Avelo Cash (comprised of \$5 Avelo Cash awarded from Card purchases and \$10 Avelo Cash issued in connection with a canceled flight), the reversal transaction would first reduce the \$5 Avelo Rewards balance awarded from Card purchases to \$0 Avelo Cash (leaving a \$10 Avelo Cash balance), and the remaining \$15 Avelo Cash deduction to be charged to your Card as a Rewards Adjustment Charge in the amount of \$15 US dollars.

Any such Rewards Adjustment Charge may appear as a separate charge on your Card statement and will be included in your Minimum Payment Due (as defined in your Cardholder Agreement) for that billing cycle. **Because the full amount of the Rewards Adjustment Charge will be included in your Minimum Payment Due, these transactions may result in a significant increase in your Minimum Payment Due. You may be charged interest and fees with respect to such amounts if you do not make your full Minimum Payment Due on time each billing cycle.**

- (9) Additional Rewards Program benefits, deals, bonuses, or promotions may be set forth in the Rewards Program Offer Rules from time to time in Avelo's sole discretion.
- (10) We may, at any time, with or without prior notice, terminate your participation in the Rewards Program or suspend your ability to earn rewards if we believe or determine, in our sole discretion, that you are engaging in fraud or abuse in connection with the Rewards Program. By accepting the Rewards Agreements and participating in the Rewards Program, you agree that you will not engage in any form of fraud or abuse, including but not limited to: using the Card for business-related transactions (including reselling) rather than for personal, family, or household purposes.

iii. How to Request Missing Avelo Rewards. You are responsible for ensuring that Avelo Rewards you have earned are properly credited to your profile at <https://www.aveloair.com>. If you believe that Points have been earned but not properly credited, you may initiate a missing points claim by submitting the form at <https://www.aveloair.com/Contact-Us> under "Submit Feedback". In connection with your claim, you may be required to submit documentation or other proof satisfactory to Avelo, which may include copies of Reservation confirmations, boarding passes, and/or receipts. Any claim for uncredited Points

from eligible transactions must be received by Avelo within 12 months after the Points would have been earned.

iv. How to Use Avelo Rewards.

- (1) You may only use your Avelo Rewards (A) towards Qualifying Avelo Purchases, and (B) in accordance with the terms of our [Contract of Carriage](#) relating to the use of Avelo Cash. The minimum Avelo Rewards spend amount is one (1) Point, equivalent to an Avelo Cash cent (\$0.01).
- (2) Additional opportunities to use Avelo Rewards may be set forth in the Rewards Agreements or in our [Contract of Carriage](#), from time to time in Avelo's sole discretion.
- (3) You may make partial payments towards Qualifying Avelo Purchases using Avelo Rewards and may combine Avelo Rewards with other payment methods.

v. Validity and Expiration.

- (1) Notwithstanding anything to the contrary in the [Contract of Carriage](#), Avelo Rewards earned by you for Card spend will remain valid for as long as your Card account remains active, and you are not in default (as defined by the Cardholder Agreement). In the event that you cease to be a Cardholder, all Avelo Rewards accrued by you for Card spend will expire one (1) year from the date you cease to be a Cardholder.

For clarity, any Avelo Cash accrued by a Cardholder other than via Card spend (e.g., Avelo Cash issued in connection with a flight change, cancellation or disruption, as contemplated in the Contract of Carriage) will expire in accordance with the terms of the Contract of Carriage.

- (2) Except as otherwise expressly set forth in the Rewards Agreements, Avelo Rewards are not transferable and may not be combined among Avelo Customers, your estates, successors, or assigns. Accrued Avelo Rewards do not constitute property of the Avelo Customer, do not have any residual property rights value, and are not transferable (i) upon termination, (ii) upon cancelation, (iii) as part of a domestic relations matter, (iv) upon death or (v) otherwise by operation of law.
- (3) Avelo's internal systems shall serve as the final and authoritative record of all Avelo Rewards balances, accrual rates, calculations, and related transactions under the Rewards Program. In the event of any discrepancy between your records or those of any third party and Avelo's internal records, Avelo's records shall control and be deemed correct and conclusive.

- vi. **Taxes.** The value of Avelo Rewards earned by you for Card spend may be taxable as income to you, the Cardholder. Any federal, state, or local income tax liability related to Avelo Rewards or any other Avelo benefits (if applicable) is solely your responsibility. Nothing in this section may be deemed to be tax advice. You should contact your own tax advisor(s) with any questions concerning tax implications of Avelo benefits.
- vii. **Eligibility for Other Cardholder Privileges.** In order for you (and your travel companions, if any) to receive any travel benefits specific to the Card (such as free carry-on bag, free standard-class seat assignment, and/or free priority boarding for all travelers on the Reservation (collectively "**Cardholder Privileges)), you must (i) be logged into your Avelo account at the time of the applicable purchase, (ii) use your Card to pay for a portion of such purchase (e.g., may be combined with Avelo Cash) or use Avelo Cash to pay for the full value of such purchase, and (iii) travel on the same Reservation as your travel companions (if any).**
- viii. **Customer Service.** You may contact Avelo's Customer Solutions Center at (346) 616-9500 for any Avelo Rewards related inquiries or issues. You may call the number on your Card for any Card related inquiries or issues.

### **3. Miscellaneous**

- A. Use of the Card is subject to the Cardholder Agreement between you and the issuing bank.
- B. In the event that the Cardholder Agreement with the issuing bank expires or is terminated, all of the Cardholder Privileges described above will immediately terminate.
- C. **Reservations of Rights.**
  - i. Avelo reserves the right, in its sole discretion, to modify any or all Rewards Program Offer Rules and any or all of these Terms and Conditions, at any time without notice. Such modifications shall be effective immediately and incorporated into the Rewards Agreements. For clarity, the Rewards Agreements then-currently in effect at the time of your earning or use of Avelo Rewards will govern that particular transaction.
  - ii. Avelo may interpret and apply the Rewards Agreements in its sole discretion.
  - iii. Avelo reserves the right, in its sole discretion, to terminate, deny, suspend, modify, or revoke your earning and/or use of Avelo Rewards and your Cardholder Privileges, with or without cause at any time by advising you of such termination, denial, suspension, modification, or revocation. Certain terminations may also result in cancellation of existing Reservations.

iv. Avelo may make any or all of the changes described above at any time, even though such changes may affect or eliminate the value of, or your ability to use, any Points, Avelo Cash, and benefits that you have already accrued.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT AVELO, ISSUING BANK, AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE ISSUANCE, REDEMPTION, YOUR USE, OR REVOCATION OF USE OF ANY AVELO REWARDS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY THERETO. BY VIRTUE OF YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD AVELO HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR IN ANY WAY RELATED TO THE ISSUANCE, REDEMPTION, YOUR USE, OR REVOCATION OF USE OF ANY AVELO REWARDS.

**D. Choice of Law and Venue, Waiver of Jury Trial, Dispute Resolution.**

- i. You agree that the Rewards Agreements are made and entered into in Clark County, Nevada.
- ii. Any and all disputes, claims, legal actions or other proceedings arising out of or relating to the Rewards Agreements and/or the subject matter hereof (collectively, "**Disputes**") are governed by, construed, and enforced in accordance with the laws of the State of Nevada without regard to conflict of law principles, regardless of the legal theory upon which such matter is asserted. For clarity, "Disputes" does not include any disputes you might have with respect to billing errors, unauthorized transactions or errors unrelated to Avelo Rewards that arise from purchases made using your Card. Please contact your issuing bank regarding any such Card-related disputes.
- iii. You agree that you will notify Avelo of any Dispute by submitting a "complaint" via the feedback form found at <https://www.aveloair.com/contact-us>, including a description of the nature of the Dispute. Following delivery of such submission, you agree to allow Avelo a period of sixty (60) days to provide a substantive response and to try to resolve the Dispute, prior to filing any lawsuit or other proceeding against Avelo related to the Dispute. COMPLIANCE WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN SHALL BE A CONDITION PRECEDENT TO YOUR RIGHT TO FILE ANY LAWSUIT OR OTHER PROCEEDING AGAINST AVELO. YOU AGREE THAT YOUR FAILURE TO COMPLY WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN PRIOR TO FILING A LAWSUIT OR OTHER PROCEEDING AGAINST AVELO SHALL ENTITLE AVELO TO RECOVER REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING THE LAWSUIT OR OTHER PROCEEDING.

- iv. IN THE EVENT THAT A DISPUTE HAS NOT BEEN SETTLED WITHIN THE SIXTY (60)-DAY PERIOD DESCRIBED IN SECTION 3(E)(iii) ABOVE, YOU HEREBY AGREE TO SUBMIT SUCH DISPUTE TO BINDING ARBITRATION IN HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH THE RULES OF JAMS UNDER ITS STREAMLINED ARBITRATION RULES & PROCEDURES THEN IN EFFECT.
- v. ENFORCEMENT OF, OR APPEAL FROM, ANY SUCH ARBITRAL AWARD MAY BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS OF HARRIS COUNTY, TEXAS. YOU HEREBY SUBMIT, AND IRREVOCABLY WAIVE ANY OBJECTION THAT YOU MAY NOW OR HEREAFTER HAVE, TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH PROCEEDING. YOU HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY OF SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE REWARDS AGREEMENTS ARE SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH HEREIN, EXCEPT TO THE EXTENT YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT.
- vi. YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY DISPUTE, EXCEPT TO THE EXTENT YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT.
- vii. YOU AGREE THAT THE RESOLUTION OF ANY DISPUTE SHALL BE CONDUCTED ON AN INDIVIDUAL (I.E., NOT A CLASS-WIDE) BASIS, AND THAT NO SUCH DISPUTE MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING AVELO OR ITS AFFILIATES. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST AVELO.

E. **Intellectual Property.** Trademarks and service marks that may be referred to in the Rewards Agreements are the property of Avelo or Avelo's respective owners. Nothing in the Rewards Agreements should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The name of Avelo, Avelo Cash, Avelo Points, or the Avelo logo may not be used in any way without our prior written permission.

F. **Subordination to Law.** In all cases, the Rewards Agreements will be subordinate to any applicable law.

G. **Entire Agreement.** The Rewards Agreements represents the entire, integrated agreement between the parties relating to your participation in the Rewards Program, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.

- H. **Severability.** If, for any reason, any portion of the Rewards Agreements are determined by a competent authority to be void or unenforceable, then (i) that portion will be of no effect, (ii) the balance of the Rewards Agreements will remain in full force and effect, and (iii) the Rewards Agreements will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- I. **No Waiver.** Avelo's delay in enforcing, or failure to enforce, any right or provision in the Rewards Agreements shall not constitute a waiver of such or any other provisions. Further, no previous waiver or forbearance of the provisions of the Rewards Agreements by Avelo, and no course of dealing between Avelo and any Member, will in any way be construed as a waiver or continuing waiver of any provision of the Rewards Agreements.
- J. **Force Majeure.** Avelo will not be liable to you for any delay or other failure to perform under the Rewards Agreements as a result of any Force Majeure Event, as defined in our [Contract of Carriage](#).
- K. **Statutory Information.** Avelo's business registration number is NV19871028872. Our corporate support center is located at, and our mailing address is, 12 Greenway Plaza, Suite 400, Houston, Texas 77046.