Contract of Carriage

RULE 1 - APPLICATION OF CONDITIONS OF CONTRACT

This Contract of Carriage sets forth the terms and conditions upon which Sun Country, Inc. doing business as Sun Country Airlines (Sun Country, Sun Country Airlines or SCA), in consideration of the payment of the fare shown on the passenger ticket, agrees to provide passenger air transportation between origin and destination shown on the ticket. These rules constitute the conditions upon which Sun Country Airlines transports or agrees to transport and are expressly agreed to by the passenger by purchase of a Sun Country Airlines ticket by or on behalf of the passenger.

Consequential Damages

Purchase of a ticket does not guarantee transportation. Sun Country Airlines shall in no event be liable for any indirect, special, or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of passengers and other services incidental thereto (except baggage liability as provided below) whether or not Sun Country Airlines has knowledge that such damages might be incurred.

Application of Fares

Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled even when issuance of such tickets would produce a lower fare. When through or connecting passengers enplane at an intermediate point between the origin and destination shown on their tickets, Sun Country Airlines may require evidence, such as a boarding pass, of use of a preceding flight for the portion of the ticket from point of origin to intermediate point. Absent such evidence, Sun Country Airlines may require additional fare collection from the passenger for any difference between the fare paid for the ticket from origin to destination and the fare which would apply from the intermediate boarding point to the destination.

Employee Authorization

No employee of Sun Country Airlines has the authority to alter, modify, or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Sun Country Airlines. Sun Country Airlines- appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of Sun Country Airlines. This rule supersedes any conflicting provision contained in the Contract of Carriage.

Interline Carriage

Sun Country will be responsible for the furnishing of transportation only on flights operated by Sun Country. When Sun Country undertakes to issue a ticket, accept checked baggage, or make any other arrangements for transportation to be furnished by any other carrier (whether or not such transportation is part of a through service), Sun Country acts only as agent for such other carrier and assumes no responsibility for the acts or omissions of such other carrier or that carrier's provision or non-provision of transportation.

Non-Revenue Passengers

Notwithstanding anything to the contrary herein, Non-Revenue Passengers are not entitled to service recovery compensation, denied boarding compensation, or amenities related to trip interruptions. Sun Country shall not be liable for the loss, damage to or delay in delivery of any checked baggage of a Non-

Revenue Passengers. All other liability limits shall be the same for Non-Revenue Passengers as other passengers. The terms of any agreement with another carrier concerning Non-Revenue Passengers, such as a ZED agreement, shall supersede the foregoing.

Reference

To the maximum extent permitted by law, references to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissuances thereof.

RULE 5 - DEFINITIONS

The following definitions apply throughout this Contract of Carriage:

Applicable Adult Fare	The fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable to the passenger's status; e.g. military fares, adult standby, etc.
Baggage	Such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip and which is tendered by the passenger holding a valid ticket for travel on the flight for which the passenger is ticketed.
Carrier	Sun Country, Inc. (also called Sun Country, Sun Country Airlines or SCA) or any other air carrier with which Sun Country Airlines has agreements for transportation services.
Charter/Public Charter	One-way or round-trip transportation by one or more direct air carriers which is arranged and sponsored by a charterer/tour operator.
Charterer/Tour Operator	Anyone authorized to engage in the formation of groups for transportation on public charters.
Class of Service	The type of service compartments listed in Sun Country Airlines' published general schedule.
Continental United States	The District of Columbia and all states of the United States other than Alaska and Hawaii.
Contractor	Any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.
Days	Full calendar days, including Sundays/legal holidays, provided that (1) for purposes of notification the balance of the day upon which notice is dispatched shall not be counted and (2) for purposes of determining duration of validity the balance of the day upon which the ticket is used or flight commenced shall not be counted.

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Delivering Carrier	A carrier on whose flight a passenger holds or held confirmed space to a transfer point.
DOT	The U.S. Department of Transportation.
DOT Hazardous Materials Regulations	The Hazardous Materials Regulations issued by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in Title 49 of the Code of Federal Regulations.
Flight Credit	Credit issued to the passenger to be used as full or partial payment for that customer towards purchase of another product through Sun Country Airlines (excluding trip insurance); including but not limited to: flight, bag, seats. A Flight Credit issued to a customer is available to redeem by calling Sun Country Airlines Reservations or on suncountry.com. See *Rule 135- Cancellation of Reservations - Failure to Occupy Space, Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger, or Rule 270 - Voluntary Refunds*, as applicable, for the terms of Flight Credit expiry.
Government Transport Request (GTR)	A form used for ticket payment and travel authorization for passengers traveling on official business for the Federal Government of the US.
Group	The minimum number of passengers specified in conjunction with a fare as provided in the applicable fare rules. All groups must be booked through the Sun Country Airlines group desk. Less than the minimum number of passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fare rule.
Immediate Family	Spouse, children, stepchildren, parents, stepparents, brothers, stepbrothers, sisters and stepsisters.
Individual with a Disability	Any individual who has a mental and/or physical impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment.
Interline	Carriage on the services of more than one carrier when carriers agree to accept each other's tickets and transfers of baggage.
Involuntary Refund	A refund made to a passenger (a) who is impacted by a Significantly Delayed or Changed Flight when Sun Country is unable to provide air transportation acceptable to such passenger; or (b) who is refused carriage as provided in *Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger*; or (c) who is a No-Show Passenger as defined below and provided in *Rule 135 – Cancellation of Reservations*.

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Limited Release Baggage Tag	Tag attached to baggage which is considered fragile, unsuitably or inadequately packaged or packed, perishable and/or received in damaged condition. Such baggage is accepted at the customers' risk and SCA will not accept liability should the item or its contents be damaged.
Maximum Outside Linear Dimensions	The sum of the greatest outside length plus the greatest outside width plus the greatest outside height of a piece of baggage.
Military Passenger	Military personnel of the US military agencies who are on active duty or who have been discharged from active military service within seven (7) days of travel.
Mishandled Baggage Claim	The online claim form accessible at https://app.nettracer.aero/pax/suncountry/auth/login which requires the passenger to provide details, including but not limited to, the itemized contents of the mishandled bag, interim expenses, and itemized receipts.
Mishandled Baggage Notice	Passenger's preliminary notice to Sun Country that their checked baggage has not arrived at their final ticketed destination or that their baggage arrived damaged, and which relays the following details: (i) passenger's contact information, (ii) the bag tag number, and (iii) passenger's reservation number.
No-Show Passenger	A passenger who is not impacted by a Significantly Delayed or Changed Flight and (i) fails to present himself/herself at the designated boarding gate for his/her flight at least ten (10) minutes prior to the scheduled departure time and as a result does not board or is not permitted to board the flight, or (ii) fails to be checked in either at the airport ticket counter, kiosk, or through the Sun Country Airlines website (www.suncountry.com) and be available for passenger boarding at the departure gate at least thirty (30) minutes (domestic flights) or sixty (60) minutes (international flights) prior to scheduled departure.
Non- Revenue Passengers	Sun Country employees, their eligible dependents, buddy pass holders, or other airline employees or such employees' family or friends who will be enplaned on a flight subject to availability of space at departure time (standby), free of charge or at a reduced rate.
One Way	Travel from one point to another without purchase of return transportation.
On-line	Air transportation on Sun Country Airlines only.
Open-Jaw Trip	Any trip which is essentially of a round-trip circle-trip nature except that the outward point of departure and the inward point of arrival/the outward point of arrival and inward point of departure are not the same, or a segment or combination of the outward point of departure and the inward point of arrival/the outward point of arrival and inward point of departure which is not of

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	a round-trip nature. In a double open-jaw trip both outward and inward points of arrival and departure are not the same.
PNR	Passenger Name Record.
Reroute	Arrangement of transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger or to honor the ticket or portion thereof then held by the passenger for transportation to the same destination as, but via a different routing than that designated thereon.
Receiving Carrier	A carrier on whose flight a passenger holds or held confirmed space beyond a transfer point.
Round Trip	Travel from Point A to Point B and back to Point A on the same fare class and carrier.
Routing	The carrier(s) and/or the cities and/or class of service and/or type of aircraft on which transportation is provided between two or more points.
SCA	Sun Country, Inc.
SCV	Sun Country Vacations.
Segment	That part of a journey from a passenger's boarding point to a deplaning point.
Service Animal	A service animal is a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability.
Significantly Delayed Bag:	A bag tendered to Sun Country as checked luggage that Sun Country fails to deliver to the passenger's final ticketed destination (i) within 12 hours of passenger's flight arriving at the gate for domestic itineraries or (ii) within 15 hours of passenger's flight arriving at the gate for international itineraries, and in each case, is not attributable to: • Passenger's failure to pick up and recheck the bag at the first international entry point into the United States as required by U.S. Customs and Border Protection; • Passenger's failure to pick up a checked bag that arrived on time at the passenger's ticketed final destination; or • Passenger's voluntary agreement to travel without the checked bag on the same flight.

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Significantly Delayed or Changed Flight	Significantly Delayed or Changed Flight means a flight itinerary with a delay or change where, as the result of the delay or change: • passenger is scheduled to depart from the origination airport three (3) hours or more for domestic itineraries and six (6) hours or more for international itineraries earlier than the original scheduled departure time; • the passenger is scheduled to arrive at the destination airport three (3) or more hours for domestic itineraries or six (6) or more hours for international itineraries after the original scheduled arrival time; • the passenger is scheduled to depart from a different origination airport or arrive at a different destination airport; • the passenger is scheduled to travel on an itinerary with more connection points than that of the original itinerary; or • the passenger who is an individual with a disability is scheduled to travel through one or more connecting airports different from the original itinerary.
Standby Passengers	Passengers who may be enplaned on a flight subject to availability of space at departure time and only after all passengers having reservations for such flight, and all passengers without reservations but paying fares other than adult standby fares, have been enplaned on such flight.
Stopover	A deliberate interruption of a journey by the passenger, agreed to in advance by Sun Country Airlines, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on: • the first flight on which space is available. • the flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via Sun Country Airlines as shown on the passenger's ticket provided, however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in Sun Country Airlines' official general schedule as departing within four (4) hours after scheduled time of arrival at such point.
Sun Country	Sun Country, Inc.
Sun Country Airlines	Sun Country, Inc.
Ticket	Reservation and payment in full; under this Contract of Carriage, a ticket may include but is not limited to: • authorized ticket script • automated reservation

	• agent receipt of payment • electronic reservation and payment record • interline passenger ticket and baggage receipt • passenger ticket Any of the above-mentioned items may be used as proof of purchase by Sun Country Airlines, its authorized agent or the passenger.
Tour Conductor	A person at least eighteen (18) years of age who is in charge of and guides a group for the duration of a tour.
Transfer	A change from the flight of one carrier to another flight of the same carrier, or from the flight of one carrier to the flight of another carrier.
Transfer Point	Any point at which a passenger transfers.
Transit Point	A stop at an intermediate point on the route to be traveled (whether or not a change of planes is made) which does not fall within the definition of a stopover.
United States of America (USA)	The fifty (50) federated states and the District of Columbia, Puerto Rico, US Virgin Islands (St. John, St. Thomas, and St. Croix), American Samoa, Guam, and Midway and Wake Islands.
US Department of Defense	The US Department of Defense including the U.S. Army, Navy, Air Force, and Marine Corps.
US Armed Forces/US Military Agencies	The Army, Navy, Air Force, Marine Corps and Coast Guard of the United States of America; the respective academies of the Army, Navy, Air Force and Coast Guard. Does not include the National Guard Bureau or the Reserve Officer Training Corps or members of the reserves not holding a valid Duty Armed Forces of the United States green identification card.
USDA	The United States Department of Agriculture.
US Military Personnel	Unless otherwise indicated, includes only active duty U.S. military personnel and military personnel of the United States military agencies on active duty status and traveling on authorized furlough, leave, or pass.
VBSC/VSC	Vacations by Sun Country.
Wait List	A list established by Sun Country Airlines of passengers who are either seeking space on a flight or traveling on a standby basis or standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.

RULE 10 – PASSPORTS, VISAS AND OTHER TRAVEL DOCUMENTS

Each passenger desiring transportation across any international boundary is responsible for obtaining and being in possession of all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation and, unless applicable laws provide otherwise, will reimburse SCA and any other carrier for any loss, damage, or expense suffered or incurred by SCA or such other carrier by reason of such passenger's failure to do so. No carrier is liable for any aid/information given by any agent/employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.

Subject to applicable laws and regulations, the passenger must pay the applicable fare whenever the carrier, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country whether of transit or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger for unused carriage or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the carrier unless the law of such country requires that the fare be refunded.

RULE 25 - PERSONAL DATA

The passenger recognizes that personal data has been given for purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices or personnel, government agencies, other carriers or the providers of such services in whatever country located.

RULE 30 - INTER-AIRPORT TRANSPORTATION

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger. Baggage must be claimed and re-checked by the passenger.

RULE 35 - REFUSALS TO TRANSPORT

Sun Country is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the following paragraphs of this rule but in such event Sun Country Airlines will, at the request of the passenger, issue a refund in accordance with *Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger*, or, in the case of No-Show Passengers, in accordance with *Rule 135 - Cancellation of Reservations - Failure to Occupy Space*.

Sun Country Airlines may refuse to transport or may remove at any point any passenger by reason of:

Government Request or Regulation

Such action being necessary to comply with any government regulation or order or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other condition beyond Sun Country's control (including without limitation acts of God, force majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances whether actual, threatened or reported).

Search of Passenger or Property

Refusal of passenger to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or other articles including contraband.

Proof of Identity

Refusal or inability of passenger to produce identification based on requirements consistent with government regulations.

Comfort and Safety

A passenger may be refused transportation or removed if in any of the following categories, whereby refusal or removal may be necessary for the comfort and safety of themselves or other passengers:

- Persons whose conduct is (or has been known to be) disruptive, disorderly, abusive or violent, unless such person is a qualified passenger with a disability and such disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crewmembers or other passengers.
- Persons whose clothing is lewd, obscene, or offensive.
- Persons who are barefoot.
- Persons who are unable to sit in the seat with the seat belt fastened.
- Persons who appear to be intoxicated or under the influence of drugs.
- Persons who are known to have a contagious disease or infection that poses a direct threat to others and who do not possess a medical certificate dated within ten (10) days of the flight which confirms the disease or infection would not be communicable to other persons during the normal course of a flight and specifies any conditions or precautions that need to be observed.
- Persons who have an offensive odor, unless such person is a qualified passenger with a disability and this odor is due to involuntary behavior. Sun Country Airlines reserves the right to re-accommodate passengers affected on request.
- Persons who require an onboard stretcher.
- Persons who require extensive special assistance in order to care for such passenger's physical and/or medical needs during flight, unless accompanied by a competent attendant responsible for care en route without undue or unreasonable attention or assistance being required from flight crew members.
- Persons whose medical condition is such that there is reasonable doubt that the individual can complete the flight safely and who cannot provide or refuse to provide a physician's written permission to fly.

- Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons provided, however, that Sun Country Airlines will carry passengers who meet the qualifications and conditions established in 49 CFR 1544.223 or other applicable law or regulation.
- Prisoners.
- Persons who attempt to interfere with any member of the flight crew in the performance of his/her duties.
- Persons who fail, refuse or are unable to observe or comprehend the safety instructions of Sun Country personnel.
- Persons having a mobility impairment so severe that the individual would be unable to assist in his or her own evacuation of the aircraft; or
- Any person who, in the sole judgment of Sun Country Airlines or its personnel, cannot be transported safely.

Other Conditions of Acceptance

- No-Show Passengers as defined in *Rule 5* of this Contract of Carriage may be refused transportation.
- Persons who are pregnant and expecting delivery within seven (7) days may be refused transportation unless Sun Country Airlines is provided a doctor's certificate dated within seventy-two (72) hours prior to departure stating the doctor has examined and found the passenger to be physically fit for air transportation.
- Infants aged seven (7) days or less may be refused transportation.

RULE 40 - ELECTRONIC INSPECTION OF PASSENGERS AND BAGGAGE

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent or knowledge.

RULE 50 - ACCEPTANCE OF CHILDREN; NONACCEPTANCE OF UNACCOMPANIED CHILDREN

Children are defined as persons under the age of fifteen (15) and are not accepted for transportation without being accompanied by an adult or a young adult. Young adults are defined as persons between the ages of fifteen (15) and

seventeen (17). An adult is defined as persons eighteen (18) years of age or older. Persons under the age of eighteen (18) who are not accompanied by an adult will not be accepted for international travel.

Children Traveling with Young Adults

- A person at least fifteen (15) but not more than seventeen (17) years of age (a "young adult") may accompany or be the responsible guardian for one (but not more than one) child as defined in this *Rule 50*.
- In all cases the child and the young adult must travel on the same flight and in the same compartment of the aircraft.

- Except as provided above, a person younger than eighteen (18) years of age may not be responsible for any other person on a Sun Country flight unless he or she is the parent of the other person.

Lap Children

- Infants and children at least eight (8) days but not more than twenty-four (24) months of age ("lap children") may fly free of charge subject to the following conditions.
- A copy of the child's birth certificate may be required for age verification.
- The child is not entitled to a seat but must be held by a ticketed adult.
- There is a limit of one (1) lap child per ticketed adult.
- The child's carry-on baggage is counted toward the ticketed adult's carry-on baggage allowance. (See *Rule 220 - Baggage Allowance and Fees*)
- A young adult (as defined in this *Rule 50*) may not travel with a lap child unless the young adult is the parent of the lap child.
- A maximum of one lap child per seat row is permitted.

Child Restraint System

A government approved hard-backed child safety seat (for children 24 months of age or younger) and/or restraint device ("restraint system") will be accepted for transportation in the passenger compartment when a ticket is purchased for the child, a seat next to the parent or guardian's seat is reserved for the child, and the restraint system can be properly secured using the seat belt installed in the aircraft. The parent or guardian is responsible for securing the restraint system and the child into the restraint system. Car seats and strollers may be transported as checked baggage at no additional charge. Sun Country Airlines is not liable for any damage that occurs to infant/child car seats or strollers that are not properly packaged and protected in a durable enclosure when checked as baggage, except as otherwise required for international flights.

Child Accompaniment Service

Sun Country Airlines does not provide a child accompaniment service.

RULE 55 - SERVICE ANIMALS

Sun Country Airlines will accept for transportation without charge a Service Animal when the Service Animal accompanies the passenger with a disability in the cabin; however, the Service Animal will not be permitted to occupy a seat and must accompany the passenger in the passenger's lap or in the passenger's foot space (unless this location and placement would be inconsistent with the safety requirements set by the FAA or encroach into another passenger's space). Before traveling with a Service Animal, and, as a condition of permitting the Service Animal to travel in the cabin, the passenger must (i) provide Sun Country Airlines a current completed U.S. Department of Transportation Service Animal Air Transportation Form, and (ii) for a flight segment schedule to take eight (8) hours or more, confirm that the Service Animal will not need to relieve itself on the subject flight, or that the animal can relieve itself in a way that does not create a health or sanitation issue on the flight by providing a current DOT Service Animal Relief Attestation Form. If a passenger's reservation is made more than forty-eight (48) hours prior to the subject flight's departure, the passenger intending to travel with a Service Animal must provide Sun Country

Airlines forty-eight (48) hours advance notice by submitting the applicable form(s) identified in this section. Service Animals must be harnessed, leashed or otherwise tethered at all times by the passenger or Service Animal handler while at the gate and on the aircraft.

Sun Country Airlines reserves the right to deny transport to a Service Animal under the circumstances outlined in 14 CFR Section 382.79, including if the Service Animal poses a direct threat to the health or safety of others, it causes a significant disruption in the cabin or at an airport gate area, its behavior on the aircraft or at an airport gate area indicates that it has not been trained to behave properly in public, its carriage would violate applicable safety or health requirements of any U.S. federal agency, U.S. territory, or foreign government, or the passenger with a disability fails to provide completed current forms as required above.

Passengers with disabilities traveling with Service Animals accepted under this rule will be seated in compliance with "14 CFR Part 382 - NonDiscrimination on the Basis of Disability in Air Travel".

Sun Country Airlines will accept without charge a properly harnessed animal trained in explosive detection, drug detection or search and rescue when it is accompanied by its handler. Such animal will be permitted to accompany its handler in the cabin but will not be permitted to occupy a seat. The animal and its handler must be on official duty status and such status must be documented in writing to the satisfaction of Sun Country Airlines.

RULE 84 – ONBOARD PHOTOS AND VIDEOS

The use of small cameras or mobile devices for taking photos and/or video is permitted onboard the aircraft provided the purpose of the photography and recording is to capture personal events. Photographing or recording other passengers or crewmembers without their express consent is prohibited. Additionally, Sun Country reserves the right to prohibit photos and videos onboard the aircraft if it becomes a disturbance to crewmembers or other passengers.

RULE 90 - OXYGEN SERVICE

Sun Country Airlines does not provide or allow passengers to bring continuous in-flight oxygen for a passenger's use or otherwise on any of its flights.

Sun Country Airlines does not accept for transportation as baggage personal oxygen equipment as defined in 49 CFR Parts 100-199.

Sun Country Airlines does accept for transportation in the cabin an FAA-approved Portable Oxygen Concentrator (POC) for a passenger's personal use during all phases of flight. Certain restrictions apply, and may be viewed on Sun Country's website (suncountry.com) or accessed by contacting Sun Country's Reservations center.

RULE 95 - TIME LIMITATIONS ON CLAIMS PERSONAL INJURY OR DEATH

To the maximum extent permitted by law, no action shall be maintained for injury to or death of any passenger on a U.S. domestic flight unless:

- written notice of the claim is given to Sun Country Airlines at any of its offices within forty-five (45) days after the alleged occurrence of the events giving rise to the claim, unless the claimant can show good cause for failure to give notice in a timely manner; and
- any legal action is commenced within one year after the occurrence of the events giving rise to the claim.

Overcharges

To the maximum extent permitted by law, no claim for overcharge shall be valid and no action shall be commenced thereon more than thirty (30) days after the expiration date of the ticket.

Baggage – see Rule 230.

Governing Law

This Contract of Carriage shall be governed by and construed in accordance with the laws of the State of Minnesota, disregarding that State's conflict of laws rules that may otherwise require the application of the laws of another jurisdiction.

No Class Action – No matter may be pursued under this Contract of Carriage or Sun Country's Tarmac Delay Plan or Customer Service Plan, except in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Jury Waiver – All right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Contract of Carriage or Sun Country's Tarmac Delay Plan or Customer Service Plan is waived irrevocably.

Limitation of Liability – International Flights

Sun Country Airlines' liability for death or personal injury to passengers traveling on international journeys shall be subject to the limitations contained in the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 1999), including any amendments thereto ("Montreal Convention"). SCA does not stipulate to or accept higher limits. The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the data of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date the carriage stopped.

Nothing herein shall be deemed to affect the rights and liabilities of Sun Country Airlines with regard to any claim brought by, on behalf or in respect to any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger. Sun Country Airlines shall not be liable for the death or injury of a passenger not occurring on its own operated flights.

RULE 100 - TICKETS

No person shall be entitled to transportation except upon proof of a valid paid reservation. Such proof shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.

Tickets purchased within 48 hours of travel may require the purchasing cardholder to present the purchasing credit card and government issued photo identification for verification at the airport during check-in. The purchaser may need to find alternate ticketing arrangements (i.e. travel agency) if unable to present such credit card at the departing airport at the time of check-in. (See Airport Check-In Time Limit in *Rule 135 - Cancellation of Reservation*s)

Abuse or Misuse of Tickets

Combining two or more roundtrip tickets end-to-end for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay) is not permitted. Sun Country Airlines agents and authorized travel agents are prohibited from issuing tickets, commonly referred to as "back to back ticketing," under such circumstances when there is intent to abuse and/or misuse restricted round trip fares.

Agents found to have issued such tickets may be liable for the difference between the fare paid and the fare for transportation used. Sun Country Airlines reserves the right to deny transportation to passengers found to be utilizing tickets in such manner unless the difference between the fare paid and the fare for transportation used is paid by the passenger.

Non-Transferable Tickets

Sun Country tickets are not transferable. Sun Country shall not be liable to the person entitled to be transported or to the person entitled to a refund for honoring or refunding a ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, Sun Country Airlines shall not be liable for the destruction, damage or delay of such unauthorized person's baggage or other personal property or the death or injury of such unauthorized persons arising from or in connection with such unauthorized use.

Passenger Name on Ticket

The purchaser of a Sun Country Airlines ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the name of the passenger. Presentation of a ticket for transportation on Sun Country Airlines by someone other than the passenger named thereon renders the ticket void. Such ticket will be subject to confiscation and will be ineligible for any refund.

RULE 105 - PERIOD OF VALIDITY

Except as provided below, an unused ticket will be valid for rebooking of transportation within one year from the date on which the ticket was purchased; additional fare and change fee may apply. Tickets may be changed provided the original reservation is canceled prior to the departure time designated on the original ticket. If the original reservation is not canceled before departure in accordance with *Rule 135 - Cancellation of Reservations*, the ticket can no longer be applied to a new reservation, all monies are forfeited, and no Flight Credit remains. For the rule applicable to No-Show Passengers, see *Rule 135 - Cancellation of Reservations - Failure to Occupy Space*.

Exception: For tickets issued for fares subject to group travel requirements and/or maximum stay requirements and/or fare rules that call for a shorter period of validity than one (1) year, the shorter period of validity applies to the excursion/special fare transportation only.

Extension of Validity

In accordance with *Rule 240* and *Rule 260* if the passenger is prevented from using the ticket or a portion of the ticket during the period of validity specified above or the period of validity applicable to an excursion or special fare due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to that which the passenger had requested.

If the passenger is unable to commence or continue travel due to a personal illness, physical incapacity or the illness or physical incapacity of a member of the passenger's immediate family or of an associate with whom he/she is traveling, the carrier may extend the period of validity beyond the original limit not to exceed thirty (30) days. The illness or incapacity must be certified in writing by a physician specifying that the passenger is prevented from completing the journey before the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the carrier and the ticket and all receipts affected must be endorsed by the agent to indicate that the extension has been granted.

Special Fare Provisions

The provisions below apply to fares that are subject to group travel requirements and/or reservations or ticketing time limitations and/or minimum or maximum stay requirements.

Period of Validity

When a ticket includes an excursion or special fare having a shorter period of validity than one (1) year, the shorter period of validity applies only to the excursion or special fare transportation.

RULE 115 - CONFIRMATION OF RESERVATIONS

A reservation for space on a given flight will be honored when the availability and allocation of such space is confirmed electronically for online bookings or by a reservation agent of Sun Country Airlines or its authorized representative. Subject to payment a validated ticket will be issued indicating such confirmed space. Such reservation is subject to cancellation by Sun Country Airlines without notice if the passenger has not obtained a validated ticket specifying his/her confirmed reserved space at least forty-five (45) minutes prior to the scheduled departure time of the flight to which his/her reservation applies.

Exception 1: If the passenger agrees to purchase a validated ticket specifying his/her confirmed reserved space at a time earlier than the time limit specified above, such earlier time limit will be entered into Sun Country Airlines' reservation system. The reservation is subject to cancellation by Sun Country Airlines without notice if the passenger has not obtained a validated ticket specifying confirmed space prior to the agreed time in advance of the scheduled departure of the flight on which passenger has a reservation.

Exception 2: Where other rules provide for issuance, validation or purchase of a ticket more than forty-five (45) minutes prior to scheduled departure time of the reserved flight the advance ticketing time limit specified in such other rule will apply

Exception 3: Validated tickets shall not be honored if reservations are canceled pursuant to *Rule 135 - Cancellation of Reservations* or canceled by the passenger or his/her representative.

Because not all passengers holding confirmed reservations actually use those reservations, Sun Country Airlines flights are subject to overbooking which may result in Sun Country Airlines' inability to honor tickets for previously confirmed space on a given flight or for the class of service reserved. In such event, Sun Country Airlines' obligation to the passenger is governed by *Rule 245 - Denied Boarding Compensation*. The term "overbooking" as used in this rule means the acceptance of more confirmed reservations for a class of service on a given flight than the seating capacity of that class of service on the aircraft allows.

RULE 120 - RESERVATIONS AND TICKETING TIME LIMITS

Reservations requested from any Sun Country Airlines office or authorized agency will be accepted by Sun Country Airlines and ticketing time limits may apply.

RULE 135 - CANCELLATION OF RESERVATIONS

Sun Country Airlines will cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation or order, or to comply with any governmental request for emergency transportation in connection with the national defense, or as necessitated by weather, pandemics, fuel availability, grounding of an aircraft type, or other conditions beyond Sun Country Airlines' control.

Failure to Occupy Space

Sun Country Airlines will cancel all flight segments held by No-Show Passengers on the flights of Sun Country Airlines for continuing or return space or both. A No-Show Passenger will receive an Involuntary Refund of the full amount paid inclusive of all taxes and fees; however, each such passenger will be assessed a no-show fee equal to an amount per passenger per direction (the amount of the fee is available on the Sun Country Airlines website at https://suncountry.com/terms-and- conditions/changes-cancellations or by calling Sun Country at 651-905-2737), but not to exceed the value of the full amount paid. The no-show fee is not a payment for air transportation but is a separate charge and transaction under this contract; for the convenience of the parties, the no-show fee will be offset against the Involuntary Refund and any remaining amount will be issued to each passenger in the form of a Flight Credit (which shall be valid for one (1) year from the booking date of the flight for which the Flight Credit is being issued). No-Show Passenger consents to Sun Country Airlines' claiming of any credit or refund of Section 4261 tax under section 6415 of the Internal Revenue Code. The Flight Credit will be available to the passenger by calling Sun Country Airlines reservations.

Airport Check-In Time Limit

With two exceptions noted below, check-in for Sun Country Airlines flights closes forty-five (45) minutes prior to scheduled departure (domestic flights) and sixty (60) minutes prior to scheduled departure (international flights). It is the passenger's responsibility to arrive at the airport with proper identification and other required documentation, if any, in adequate time to allow for check-in requirements and security processing.

Exceptions: The following cities' ticket counter locations will be closed for check-in as follows:

- Los Angeles, CA – sixty (60) minutes prior to scheduled departure
- St. Thomas, U.S. Virgin Islands – ninety (90) minutes prior to scheduled departure

Sun Country Airlines recommends passengers arrive at the airport ticket counter one hundred twenty (120) minutes prior to scheduled departure (domestic flights) and one hundred eighty (180) minutes prior to scheduled departure (international flights).

On the day of travel, all passengers must be checked in either at the airport ticket counter, kiosk, or through the Sun Country Airlines website (www.suncountry.com) and be available for passenger boarding at the departure gate at least thirty (30) minutes (domestic flights) or sixty (60) minutes (international flights) prior to scheduled departure. Failure to do so will subject the reservation(s) to cancellation or to classification of the passenger as a No-Show Passenger as set forth in this contract.

Passengers traveling with battery-powered wheelchairs or other battery-powered mobility devices must present themselves at the departure gate at least one (1) hour prior to scheduled departure.

Misconnected Passengers

See *Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change* of this contract.

Liability

Sun Country Airlines is not liable when it cancels the reservations of any passenger in accordance with this rule but:

- If such reservations were canceled by Sun Country Airlines pursuant to the first sentence of *Rule 135* or for other reasons not involving the passenger's fault or per "Misconnected Passengers" above, Sun Country Airlines will take action as provided in *Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change* of this contract.
- If such reservations were canceled pursuant to "Airport Check-In Time Limit" above, Sun Country Airlines will refund in accordance with *Rule 270 - Voluntary Refunds* of this contract.
- The remedies in the above three bullet points shall be the sole and exclusive remedies available to eligible passengers. Under no circumstances shall any passenger have a claim against Sun Country in law or equity for compensatory or punitive damages, irrespective of whether the passenger did or did not travel.

Refusal of Transport

Sun Country Airlines may refuse to transport any passenger under any of the rules stated in *Rule 35 - Refusals to Transport* of this contract.

RULE 150 - GENERAL FARES

Sun Country Airlines may offer Discount, Thrift, Economy, Coach, First Class, and such other fare categories as Sun Country may establish. Fares are subject to change without notice. Details may be obtained from Sun Country Airlines.

Fares apply for transportation only between the airports for which they are published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

RULE 160 - CURRENCY

All fares are displayed in United States currency.

RULE 170 - ROUND-TRIP FARES

The fare for a ticket purchased before the transportation commences, or reissued, for a round trip between two points over the lines of one or more carriers will be:

- When specifically published for the desired routing, the applicable round-trip fare published by or on behalf of such carrier(s).
- When not specifically published for the desired routing, the sum of the one-way fares applicable to the respective one- way segments or the sum of the round-trip segment fares if published.

RULE 180 - STOPOVERS

Unless specifically provided in the offer of a particular fare, en route stopovers are not permitted.

RULE 185 - ROUTINGS

Each fare applies only to transportation via the intermediate cities, if any, specified by Sun Country Airlines in connection with such fare. Any other routing may subject the passenger to an additional charge.

RULE 190 - ACCEPTANCE OF BAGGAGE GENERAL CONDITIONS

Sun Country Airlines will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip subject to the following conditions:

- All baggage is subject to inspection. Sun Country Airlines will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
- Sun Country Airlines may refuse to transport baggage on any flight other than the one carrying the passenger.
- Sun Country Airlines will refuse to accept property for transportation which is not suitably packaged to withstand ordinary handling, or whose size, weight or character renders it unsuitable

for transportation on the particular aircraft which is to transport it, or which cannot be accommodated without risk of harm to other property or annoyance to other passengers; provided, Sun Country may elect to accept such baggage if checked and transported at the passenger's own risk (See *Rule 195 - Conditions For Acceptance of Special Items*). Sun Country Airlines will not assume responsibility for items checked in cardboard boxes including any boxes provided by Sun Country Airlines.

Baggage will not be checked:

- To a point that is not on the passenger's routing.
- Beyond the passenger's final destination.
- Beyond a point at which a passenger wants to reclaim the baggage or any portion thereof.
- Beyond a point at which a passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
- Beyond a point to which all applicable charges have been paid.
- More than four (4) hours prior to the passenger's scheduled flight departure.

If baggage is not tendered by a passenger at the airport check-in counter at least one hour in advance of scheduled departure time of the flight on which the passenger holds a reservation and otherwise sufficiently in advance of departure to assure loading of the baggage based on individual station procedures, the baggage will not be accepted.

The passenger's name should appear on the exterior and the interior of each piece of baggage. Sun Country Airlines will supply baggage identification labels free of charge.

Sun Country Airlines will check baggage upon presentation by the passenger of a valid ticket for transportation on Sun Country Airlines or on Sun Country Airlines and one or more other carriers with which Sun Country Airlines has a ticketing and baggage handling agreement, upon payment of applicable fee. Fees for transportation of baggage will be established and/or revised by Sun Country from time to time and are set forth on Sun Country's website at https://www.suncountry.com.

Sun Country Airlines will not accept baggage or other personal property for storage.

Acceptance of Special Items

Special Items listed in *Rule 195 - Conditions For Acceptance of Special Items* will be accepted only in accordance with the additional provisions and/or charges specified in that rule.

RULE 195 - CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS

The following are items or types of items that will be accepted as checked baggage by Sun Country Airlines, subject to specified conditions, and applicable charges will apply (See *Rule 220 - Baggage Allowance and Fees*). These types of items must be appropriately packaged prior to check-in, in an original factory-sealed carton, cardboard mailing tube or container or case designed for shipping of such items or packed with sufficient protective internal material.

Certain items, as indicated, will not be included in the Free Baggage Allowance, if applicable (See *Rule 225 - Excess Baggage*), and charges will be collected for any carriage of these items. Charges prescribed in this

rule are applicable and collectible from the point at which the item(s) is accepted for transportation. Charges will be applicable for each segment of the passenger's travel.

Note: Sun Country Airlines assumes no liability for loss of or damage to these types of items if unsuitably packaged, except to the extent required by the Montreal Convention for international journeys.

Items Considered Fragile, Perishable, or Unsuitable as Checked Baggage

The items listed below are deemed by Sun Country Airlines to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance previously described.

Antlers	SCA will transport provided the antlers are free of residue, skull wrapped, tips protected, linear dimensions not to exceed 120 inches. Acceptance subject to aircraft load conditions. Antlers will not be included in determining the free baggage allowance and will always be subject to an additional charge. Under no circumstances will Sun Country Airlines assume liability for antlers.
Artistic/Art Work	See Fragile Items below. Under no circumstances will Sun Country Airlines assume liability for artistic/art work.
Bowling	See Sporting Equipment below.
Coolers	Sun Country Airlines does not accept Styrofoam containers or coolers unless packaged inside a durable, leak-proof container. See Recreational Items and Sporting Equipment below.
Duffel Bags, B4 Bags, and Sea Bags (Military bags)	See *Rule 220 - Baggage Allowance and Fees*.
Electronic/Mechanical Items	See Fragile Items below. Under no circumstances will Sun Country Airlines assume liability for electronic/mechanical items.
Firearms	See Sporting Equipment below.
Fishing Equipment	See Sporting Equipment below.
Food/Perishable Items	See Fragile Items below. Under no circumstances will Sun Country Airlines assume liability for food/perishable items.
Football/Other Sports Ball Equipment	Normal baggage size and weight limitations apply.
Fragile Items	Upon request a fragile and/or bulky item will be carried as cabin seat baggage subject to the provisions in *Rule 215 - Cabin Seat Baggage*. Under no circumstances will Sun Country Airlines assume liability for such items. Such items are transported at the risk of the passenger. Fragile items (see examples below) will be accepted for transportation if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube or purpose-designed container/case. Sun Country Airlines is

	relieved of liability for the loss/damage of contents or delay in delivery resulting in damage/loss of checked baggage of the type identified below. **Classes and Examples of Fragile and/or Perishable Items:** The classes of items listed below are deemed to be fragile, perishable or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth above: • Artistic/Art Work: Paintings or pictures, framed or non-framed, models, sconces, decorative screens, items of decorative stones such as marble, onyx and alabaster, vases, figurines, trophies, souvenirs, drawings, statues or other sculptures, pottery, plastics, plaster of paris, molds, casts, photographs, display items, antique items and samples. • Chinaware/Ceramics/Pottery (also see glass below): Ceramics, pots, bowls, crockery, dishes, glasses, earthenware and other containers or ornaments made of porcelain or clay hardened by heat. • Electronic/Mechanical Items: Television sets, radios and stereo equipment, amplifiers, speakers, tape recorders, calculators, telephones, typewriters, dictation equipment, computer or specialized equipment, hair dryers, sewing machines, watches and clocks, calibrated tools and instruments, computers and similar articles. • Flora/Floral Items: Floral and nursery stock such as flowers, fruit and vegetable plants, cut flowers and floral arrangements and/or displays. • Garment Bags and Suit/Dress Covers of light, flimsy plastic or vinyl material designed for personal carrying and not for shipping. • Glass (also see Chinaware/Ceramics/Pottery above): Glassware, crystal, mirrors, bottles and any liquids contained therein (excluding reasonable amounts of toiletries for personal use), telescopes, binoculars, barometers and eyeglasses and lenses that are not in hard-sided cases. • Food/Perishable Items: Fresh or frozen foodstuffs, including fruits, vegetables, bakery products, meats, fish and poultry. • Medical Equipment and Orthodontic Equipment: Items including but not limited to retainers, mouth guards, CPAP machines, CPAP supplies, • Photographic/Video Equipment: Items including but not limited to cameras, lenses, flash units and bulbs, projectors, photometers, spectroscopes, photo tubes, tripods, processed and unprocessed film, video cameras, camcorders, video cassettes, backdrops, reflectors, and devices using sensitive tubes or plates.

	• Other: Wood products, papers, heirlooms, collections, toys, and items similar to those listed above.
Hazardous Materials	See Restricted Articles/Hazardous Materials below.
Infant Items	Includes strollers, bassinets and car seats. An infant/child car seat will be accepted for transportation and use in the passenger compartment only as permitted by FAA regulations and only when an additional seat is reserved for the infant or child, a ticket is purchased and the car seat can be properly secured using the seat belt installed in the aircraft.
Medical Equipment and Orthodontics	See Fragile Items above. Under no circumstances will Sun Country Airlines assume liability for medical equipment or orthodontic equipment.
Musical Instruments/Equipment	Includes but is not limited to guitars, violins, violas, organs, harps, bass violas, horns, trombones, woodwinds, drums and other percussion instruments, amplifiers, speakers, keyboards, sheet music, music stands and instrument stands. Notwithstanding the above, Sun Country will permit a passenger to carry a violin, guitar or other small musical instrument in the aircraft cabin, without charging the passenger a fee in addition to any standard fee that Sun Country may require for comparable carry-on baggage, if the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under a passenger seat in accordance with the requirements for carriage of carry-on baggage established by the FAA, and there is space for such stowage at the time the passenger boards the aircraft. Sun Country will permit a passenger to carry in the aircraft cabin a musical instrument that is too large to meet the above requirements, without charging the passenger a fee in addition to the cost of an additional ticket for a seat to accommodate the instrument (see *Rule 215* below), provided the instrument is contained in a case or covered so as to avoid injury to other passengers, the weight of the instrument, including the case or covering, does not exceed 165 pounds or the applicable weight restrictions for the aircraft, the instrument can be stowed in accordance with the requirements for carriage of carry-on baggage or cargo established by the FAA, and neither the instrument nor the case contains any object or substance prohibited by law or regulation to be carried in an aircraft cabin. Sun Country will transport as checked baggage a musical instrument that is the property of a passenger traveling on the same flight that may not be carried in the aircraft cabin if the sum of the length, width and height measured in inches of the outside linear dimensions of the instrument (including the case) does not exceed 150 inches or the applicable size restrictions for the aircraft, the weight of the instrument does not exceed 165 pounds or the applicable weight restrictions for the aircraft, and the instrument can be stowed in accordance with the requirements for carriage of cargo established by the FAA.

Ornamental Items	See Fragile Items above. Under no circumstances will Sun Country Airlines assume liability for ornamental items.
Perishable Items	See Food/Perishable Items above. Under no circumstances will Sun Country Airlines assume liability for perishable items.
Paper	See Fragile Items above. Under no circumstances will Sun Country Airlines assume liability for negotiable instruments or other papers.
Photographic/Video Equipment	See Fragile Items above. Under no circumstances will Sun Country Airlines assume liability for photographic/video equipment.
Precision Items	Includes but is not limited to microscopes, oscilloscopes, meters, counters, polygraphs and binoculars. Under no circumstances will Sun Country Airlines assume liability for precision items.
Recreational Items	Includes but is not limited to coolers (See Coolers above), tents, sleeping bags, backpacks and camping accessories.
Restricted Articles/Hazardous Materials	The only hazardous materials accepted for carriage in baggage are those identified on the following government website: https://www.faa.gov/about/initiatives/hazmat_safety/. Sun Country Airlines' limits on hazardous materials apply to all travel whether on Sun Country and other carriers.
Scuba Diving	See Sporting Equipment below.
Skiing Equipment	See Sporting Equipment below.
Sporting Equipment	Sporting equipment listed below will be accepted by Sun Country Airlines subject to the stated conditions of acceptance and applicable charges: **Boogie Boards/Skate Boards:** Will be included in determining the baggage allowance and when in excess of allowance will be subject to the excess charge for a single piece whether or not presented as a single piece. **Bowling Equipment:** Will be accepted as checked baggage and will be included in determining the baggage allowance and when in excess of allowance will be subject to the excess charge for a single piece whether or not presented as a single piece. For the purpose of this provision one item of bowling equipment is defined as one or two bowling balls, bowling bag and one pair of bowling shoes. **Fishing Equipment:** Items of fishing equipment will be accepted as checked baggage and will be included in determining the baggage allowance and when in excess of allowance will be subject to the excess charge for a single piece whether or not presented as a single piece. For purposes of this provision one item of

	fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly encased) and one tackle box. Styrofoam containers are not accepted unless packaged inside a durable, leak-proof container. **Golfing Equipment:** Items of golfing equipment will be accepted as checked baggage and will be included in determining the baggage allowance and when in excess of allowance will be subject to additional charges. For purposes of this provision one item of golfing equipment is defined as one golf bag (properly encased in a hard-sided container) containing golf clubs, golf balls, and golf shoes. Sun Country Airlines will also accept soft-sided bags but is not liable for damage to the bag or its content. **Paintball Equipment:** Items of paintball equipment will be accepted only as checked baggage subject to the conditions and charges specified: • Paintball guns are not considered firearms but are prohibited from carry-on luggage by Federal regulations and must be packed in unlocked checked baggage. • Compressed gas cylinders for Paintball equipment may be carried in checked or carry-on baggage only if the regulator valve is completely disconnected from the cylinder and the cylinder is no longer sealed (i.e., the cylinder has an open end). Cylinders must have an opening to allow for a visual inspection to ensure there are no prohibited items inside. If the cylinder is sealed (i.e., the regulator valve is still attached), the cylinder is prohibited and not permitted aboard any aircraft. **Shooting Equipment:** **YOU ARE RESPONSIBLE FOR KNOWLEDGE OF, AND COMPLIANCE WITH, ALL FEDERAL, STATE AND LOCAL LAWS REGARDING THE OWNERSHIP, POSSESSION, AND TRANSPORTATION OF FIREARMS.** • In accordance with federal law, a passenger who presents baggage containing a firearm/shooting equipment must declare and demonstrate that the weapon is unloaded and that all other appropriate precautions have been taken regarding the weapon and any ammunition. • Firearms/shooting equipment is accepted by Sun Country Airlines as checked baggage only. Exception: Certain law enforcement officers will be permitted to carry sidearms on-board the aircraft to the extent authorized or required by law or regulation. • Firearms are not accepted for interline travel.

	• International carriage of firearms and ammunition is strictly prohibited.
	• Sun Country Airlines employees will not handle firearms.
	• Firearms/shooting equipment must be declared at the airport check-in counter.
	• No one under 18 years of age may check a firearm as baggage.
	• Items of firearm/shooting equipment are subject to the following conditions and charges. For purposes of this provision each of the following is considered one item of shooting equipment:
	  ○ One rifle/shotgun case and contents consisting of not more than three rifles/shotguns, shooting mat, noise suppressors and tools. There is no limit on the number of cases allowed.
	  ○ One hand gun (i.e., pistol/revolver) case containing not more than five pistols/revolvers, noise suppressors, and tools. There is no limit on the number of cases allowed.
	  ○ Eleven (11) pounds of ammunition per passenger
	  ○ One (1) bow and quiver of arrows or one (1) cross-bow and maintenance kit enclosed in a hard-sided case or container of sufficient strength to protect the bow and quiver with arrows from accidental damage
	  ○ One nail gun with ammunition
	  ○ One Paintball gun (see Paintball Equipment)
	• Firearms/shooting equipment must be unloaded with the action, slide or bolt open, where applicable.
	• Firearms/shooting equipment must be locked in a hard-sided container manufactured specifically for the equipment or in any hard-sided container deemed suitable by a representative of Sun Country Airlines with only the individual checking the baggage retaining the key.
	• Ammunition must be packed in its original packaging or case specifically designed for ammunition. Loose ammunition or ammunition loaded in magazines or speed loaders will not be accepted.
	• Ammunition may be placed inside of the locked case providing it is packed as stated above.
	• Excess baggage charges apply to each of Items 1 through 6 above if the item is in excess of the baggage allowance and/or is oversize/overweight.
	• Ammunition with explosive or incendiary projectiles will not be accepted.
	• Baggage containing firearms/shooting equipment will not be accepted for transportation by Sun Country Airlines unless a declaration tag is signed and dated each time the baggage is presented at check-in. The tag will be placed inside the case if the

	case is checked alone. If the case is inside checked baggage, the tag will be placed inside the baggage, but outside the firearm case declaring that the firearm/shooting equipment is not loaded. **Skiing Equipment:** Items of skiing equipment will be accepted as checked baggage and will be included in determining the baggage allowance and when in excess of allowance will be subject to charges. For purposes of this provision one item of skiing equipment includes one pair of snow skis or one snow board, one pair of ski boots, one pair of ski poles and one pair of ski bindings. One pair of water skis also constitutes one item of skiing equipment. **Bicycles:** Bicycles will not be included in determining the baggage allowance and will always be subject to an additional charge. Sun Country Airlines will accept non-motorized touring or racing bicycles with single seats. The bicycles must be placed in a cardboard container or have the handlebars fixed sideways and pedals removed or the pedals and handlebars must be encased in plastic foam or similar material. Bicycles will be accepted based on availability of space. **Diving Equipment:** Diving gear will not be included in determining the baggage allowance and will always be subject to an additional charge. For purposes of this provision one item of diving equipment is defined as a dive bag containing equipment used in the diving sport with the exception of diving tank(s). Diving tanks are prohibited on Sun Country Airlines aircraft. **Surfboards/Wakeboards:** Surfboards/wakeboards will not be included in determining the baggage allowance. Subject to the conditions specified under Fragile Items above, surfboards/wakeboards, no longer than five (5) feet, will be accepted as checked baggage and will be subject to an additional charge. **Windsurfing Equipment:** Windsurfing equipment exceeding five (5) feet in any dimension is not accepted.
Toys	Includes but is not limited to doll houses, model trains, cars, airplanes, scooters, tricycles, games, beach umbrellas, and similar items. Each such item may be subject to a charge.

Limited Release

The limited release (reverse side of Baggage/Claim Check tag) relieves Sun Country Airlines of liability for damage to fragile items (of the type identified above) as checked baggage when damage results solely from the unsuitability of their packaging and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage, substantial loss of value or potency resulting from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care. In the case of international journeys, in the event the terms of the limited release conflict with those of the Montreal Convention, the latter will apply.

Wheelchairs and Other Mobility Aids

Sun Country Airlines will accept, in addition to the baggage allowance and at no charge, wheelchairs and other mobility devices. All types of wheelchairs/mobility devices (collapsible and non-collapsible; electric powered with wet or dry cell batteries) will be accepted.

Electric/battery-powered wheelchairs and other mobility devices will be carried provided:

- Passenger notifies Sun Country Airlines at least forty-eight (48) hours in advance of scheduled time of departure (if Sun Country Airlines is to provide hazardous materials packaging for batteries) and checks in at least one (1) hour prior to departure.
- Passenger provides instructions for the disassembly/reassembly of their device and, in the case of electric/battery- powered devices, power source disconnection/reconnection instructions.
- Device will fit upright through the aircraft cargo door and can be stowed upright. Oversized devices may require some disassembly or carriage will be refused if they do not fit through the door.
- Batteries are identified as either spillable or non-spillable for correct handling procedures. Batteries which are spillable should be fitted with spill-resistant vent caps when feasible.
- Battery cables are disconnected and terminals protected against electrical shorting, or the battery is completely enclosed in a rigid case or compartment which is integral to its design.
- Wet-cell batteries are contained in a leak-proof box and securely fastened therein.

Wheelchairs/Mobility devices will typically be carried in the cargo compartment of the aircraft. However there is storage space available in the cabin for one collapsible wheelchair with fully-collapsed dimensions not exceeding 13 inches by 36 inches by 42 inches (without having to remove the wheels or otherwise disassemble it) on a first-come first-served basis. This cabin stowage space does not accommodate all sizes of wheelchairs/mobility devices. Detachable items such as seat cushions and footrests may be carried in the cabin if they meet carry-on size restrictions. Detachable items may also be tagged and stowed with the chair in the aircraft's cargo compartment.

RULE 200 - ACCEPTANCE OF PETS

Subject to the conditions stated below, Sun Country Airlines accepts pets in the passenger cabin as carry-on for a fee established and/or revised by Sun Country from time to time.

Pets are accepted conditionally and must not pose a hazard to the safety of any passenger, crewmember or ground support personnel.

Pets are not accepted on international flights or on flights to/from Anchorage, AK, Hawaii, or Puerto Rico. Sun Country Airlines does not accept unaccompanied animals of any kind as cargo.

If an animal is denied transportation, a refund for the ticketed passenger and the pet fee may be provided less a service fee, or the passenger may re-book without the animal for a service fee, plus any fare difference.

Sun Country Airlines will not accept pets for interline travel.

Pets In Cabin

The following requirements do not apply to Service Animals. Please refer to *Rule 55* for Sun Country policies regarding Service Animals.

Sun Country accepts small cats and dogs (weighing 35 lbs. or less) in the passenger cabin.

Conditions of Acceptance

- Advance arrangements are required and availability is limited. Only SCA Reservation Agents (available by telephone) can book pet reservations.
- A non-refundable fee is charged for each flight segment on which the pet will be carried when a reservation is made in advance. Pets without an advance reservation are subject to a higher per segment fee. Pets with or without advance reservations are accepted only if capacity is not exceeded.
- Maximum one pet per carrier.
- The number of pets per flight is limited.
- Pet and its carrier are considered a carry-on item and are included in passenger's regular carry-on allotment.
- Pet must remain in its carrier and stowed underneath the seat in front of the passenger continuously from the time the passenger boards the flight until the time the passenger disembarks from the flight. Seating of the passenger in an exit row or a bulkhead row is not permitted.
- Owner is responsible for the pet and may be denied future travel on Sun Country if pet is taken out of the carrier while aboard the aircraft or disturbs other passengers.
- Passengers are responsible for complying with applicable federal, state and local regulations or ordinances related to animals.

Pet Carrier Requirements

- The pet must fit in a carrier that does not exceed 16"L x 11"W x 8"Hawhich must be placed and remain under the seat in front of the accompanying passenger.
- The pet must be able to stand up and move around inside the carrier with ease.
- The carrier must have a leak-proof bottom and must be well-ventilated on at least two sides.
- Approved soft-sided carriers specifically designed as pet carriers are recommended as long as they meet the above requirements.
- Sun Country Airlines does not have pet carriers available at any airport.

Animals as Checked Baggage

Service Animals and animals trained in explosive detection, drug detection or search and rescue ONLY may be transported as checked baggage. Please also refer to *Rule 55* for Sun Country policies regarding Service Animals and animals trained in explosive detection, drug detection or search and rescue.

Conditions of Acceptance

Sun Country accepts certified Service Animals and search and rescue animals as checked baggage. The following conditions apply:

Pet Documentation

- SCA requires a valid health certificate for each animal transported as checked baggage. Certificate must have been issued within thirty (30) days of departure, contain the passenger's name and address, state that the animal is in good health, list administered inoculations and be signed and dated by a veterinarian. Presentation of health certificate is required at check-in and may be required at destination.
- If the animal is transported in winter months (under 45°F), passenger must also provide an Acclimation Certificate. This document can be obtained from a veterinarian and must state that the animal is accustomed to temperatures less than 45°F. It must also state the lowest temperature the animal may be exposed to – typically 20°F.
- Owner must document that the animal has been offered food and water within four (4) hours of check-in, and must provide Sun Country feeding and watering instructions for a 24-hour period.

Kennel Requirements

- USDA-approved plastic ventilated kennels are required. Wood and metal containers are not accepted.
- Kennel must have enough room for animal to stand and sit erect without the head touching the top of the container. Also the animal must be able to turn around and lie in a natural position.
- Kennels will be loaded in an upright position and may not exceed 40" in any dimension.
- Kennels must have a closing mechanism that works properly to contain the animal within the kennel at all times. Never place a lock on a kennel door. Animal must be accessible in the event of an emergency.
- Each kennel should contain two (2) empty dishes (for food and water) that are accessible from the outside.
- Each kennel must contain a sufficient amount of absorbent material. Loose cat litter is not acceptable.

Marking and Labeling

- Each kennel must be labeled with the passenger's name, address and phone number as well as the animal's name.
- It is recommended that the animal wear a tag containing the same information.
- Kennel must have at least one "LIVE ANIMALS" label affixed. Lettering must be at least one inch (1") high.
- "THIS WAY UP" labels or arrows must be placed on at least two (2) opposite sides of kennel.
- Labels must not block ventilation openings.

Weather Restrictions

Sun Country may refuse to accept animals as checked baggage if temperatures that may jeopardize the animal's health or safety are forecast, as follows:

Below:

- 20°F
- For temperatures below 45°F, an acclimation certificate signed by a veterinarian is required.

Above:

- 70°F for snub- or pug-nosed dogs and cats. See chart below.
- 85°F for other breeds.

The following animals are more likely to experience difficulty in breathing in stressful environments, so there are different weather restrictions (as noted above) for these breeds:

DOGS	**CATS**
• American Bull Dog • American Staffordshire Terrier • American Pit Bull Terrier • Boston Terrier • Boxer • Brussels Griffin • Bulldog • Chinese Pug • Chow Chow • Dutch Pug • English Bulldog • English Toy Spaniel • Lhasa Apso • Japanese Boxer • Japanese Pug • Japanese Spaniel (Chin) • Mastiff • Pekinese • Pit Bull • Pug • Shar Pei • Shih Tzu • Staffordshire Bull Terrier • Tibetan Spaniel	• Burmese • Exotic • Himalayan • Persian

Liability Limitations

- All Sun Country baggage policies and liability limitations are applicable to animals transported on Sun Country flights.
- Total liability for provable direct or consequential injury resulting from loss, damage or delay to checked baggage in Sun Country's custody is limited to $3,500 per passenger for domestic (U.S.) flights.
- Sun Country assumes no responsibility for impaired health, injury or death of animals.
- Sun Country will not transport dead animals.
- Animals not claimed within four (4) hours of arrival will be considered abandoned and will be sent to a local veterinarian, animal shelter or pound at the passenger's expense.

RULE 205 - CHECKED AND CARRY-ON BAGGAGE

Passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions below. The suitability of baggage as to size and character to be carried in the passenger or cargo compartment of the aircraft is determined by Sun Country Airlines.

Checked Baggage

Sun Country will check baggage which is tendered by a passenger and which is acceptable under the terms of *Rule 190 Acceptance of Baggage*, and where applicable *Rule 195 - Conditions For Acceptance of Special Items*, for an applicable fee, upon presentation by the passenger of a valid ticket for transportation by Sun Country Airlines and, in the case of interline connecting flights offered by Sun Country, one or more other carriers. See also *Rules 220, 225 and 230* below. In the event a piece of baggage exceeds 62 linear inches in overall dimensions (length + width + height, including wheels, handles and any other protruding items) and/or weighs more than 50 pounds, there will be an excess baggage charge for that piece. For information on Sun Country's standard and excess baggage fees, see https://www.suncountry.com.

Carry-On Baggage

When baggage is carried on board the aircraft it is subject to payment of such fees as may be applicable (see https://www.suncountry.comand it must be retained in the passenger's custody and stored under the seat in front of the passenger or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions:

- Maximum of one (1) piece of carry-on baggage per fare-paying passenger, which may not exceed any of the following dimensions: 24" long x 16" wide x 11" high (including wheels, handles, and any other protruding items). The weight of a carry-on bag may not exceed 35 pounds. Carry-on baggage must fit easily within the Carry-on Sizer boxes conveniently located near Sun Country's check-in counters and gate areas.
- In addition to the above, passengers may bring onboard one (1) smaller personal item that must fit under the seat in front of the passenger (i.e., purse, laptop computer, infant bag, etc.). The dimensions of this personal item may not exceed any of the following dimensions: 17" long x 13" wide x 9" high. Ordinarily no fee is charged for a personal item. However, any carry-on bag or

personal item that exceeds the applicable above-stated limit will be carried only as checked baggage subject to payment of applicable checked baggage fees.

- Sun Country Airlines assumes no responsibility or liability on domestic flights for baggage or other items carried into the passenger compartment of the aircraft. For international flights, Sun Country Airlines is liable for destruction or loss of, or damage to, baggage or other items carried into the passenger compartment of the aircraft only to the extent the damage resulted from the fault of Sun Country Airlines.
- Operational or safety considerations may require limitations to the allowable carry-on baggage on a specific flight which would otherwise be suitable under this rule. Sun Country Airlines reserves the right to determine the suitability or acceptability of any item to be carried in the cabin of the aircraft, whether due to operational or safety considerations or otherwise.
- Should the volume of carry-on baggage exceed the stowage capability of the aircraft, items of carry-on baggage selected by Sun Country will be tagged as checked baggage and placed in the aircraft's cargo compartment.
- Regarding carry-on of musical instruments, see *Rule 195 - Conditions for Acceptance of Special Items -Musical Instruments/Equipment above*.

RULE 215 – CABIN-SEAT BAGGAGE

When a fare-paying passenger requests that an item be carried in the cabin and it is determined by Sun Country Airlines that the item is acceptable as cabin baggage but is so fragile and/or bulky as to require the use of a seat (such as a large musical instrument), the item will be accepted subject to the following conditions and charges:

- A seat for the cabin-seat baggage must be reserved in advance and applicable charges paid. The seat used for the item of cabin-seat baggage must be located where a full bulkhead or divider is directly in front of it and forward of all passengers in that portion of the aircraft's cabin.
- Sun Country Airlines will charge 100% of the applicable adult fare, for that portion of the trip on which the extra seat is used. The cabin-seat baggage will not be included in determining the free baggage allowance or excess baggage charges.
- The item must be carried aboard the aircraft by the passenger.
- The item must be properly secured by an aircraft seat safety belt and any additional tiedown(s) having enough strength and security to eliminate the possibility of the item shifting under all normally anticipated flight and ground conditions, with the additional tiedown(s) provided and installed by the passenger under the supervision of Sun Country Airlines personnel.
- If the item cannot be properly stowed, it must be removed from the cabin and transported as checked baggage subject to availability of space and payment of applicable fees, or other arrangements for transportation of the item must be made by the passenger.
- The item must be properly encased, packaged or covered so that it cannot injure anyone.
- The item must not exceed a weight of 100 pounds (except that a musical instrument may weigh up to 165 pounds).
- The item must not block access to the aisle or access to or use of any required emergency or regular exit, or of the aisle itself.
- The item must not block any passenger's view of no-smoking, fasten seat belt or exit signs.

RULE 220 - BAGGAGE ALLOWANCE AND FEES

Each fare-paying passenger is allowed to bring on board and/or check baggage as described in *Rule 205 - Checked and Carry-On Baggage*. Baggage exceeding two checked pieces, one carry-on bag and one personal item per passenger is considered excess baggage subject to *Rule 225* below. All transportation of baggage except (a) personal items described in *Rule 205*, and (b) items described under the Articles Carried Free In Addition to Baggage Allowance heading of this *Rule 220*, is subject to applicable fees as established and/or revised by Sun Country from time to time. Fees charged by Sun Country for transportation of baggage may be found at https://www.suncountry.com.

Exceptions: Passengers utilizing the Sun Country Airlines Visa Signature Card to purchase Sun Country tickets, or who purchase a flight-and-hotel package from Sun Country Vacations, may be entitled to reduced baggage fees; see www.suncountry.com.

Baggage exceeding any of the above allowances, oversized bags and overweight bags are subject to fees in accordance with *Rule 225 - Excess Baggage*.

Significantly Delayed Bag

A passenger is entitled to receive a refund of the checked baggage fee(s) applicable to a Significantly Delayed Bag, provided that Sun Country has received a Mishandled Baggage Notice from the passenger. If the passenger is entitled to a refund pursuant to the previous sentence, Sun Country shall promptly refund the applicable baggage fee(s) to the original form of payment.

Passenger Reroute

Passengers rerouted in accordance with *Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change*, will be entitled to the baggage allowance applicable to the trip as originally purchased regardless of whether passengers are transferred to a different class of service and whether or not they are entitled to a fare refund.

Articles Carried Free In Addition to Baggage Allowance

In addition to the baggage allowance specified in *Rule 205 - Checked and Carry-On Baggage*, each fare-paying passenger may bring without additional charge the following:

- child restraint system used in flight provided child is a fare-paying passenger. If child is not fare-paying (i.e., if child is traveling as a lap child) the restraint system is required to be checked as baggage. Sun Country Airlines is not liable for any damage that occurs to infant/child car seats or strollers that are not properly packaged and protected in a durable enclosure when checked as baggage.
- outerwear (i.e., coat, hat)
- mobility devices, crutches, canes, braces or other assistive devices of qualified passengers with disabilities. These items generally must be stowed under a series of connected seats or between two window seats and the fuselage (except emergency window exits) provided they are flat on the floor and do not protrude into the aisle.

RULE 225 - EXCESS BAGGAGE

Baggage in excess of the maximum allowance specified in *Rule 220 - Baggage Allowance and Fees*, will be accepted for transportation only under the conditions and upon payment of excess baggage charges specified on Sun Country's website at https://www.suncountry.com.

Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which the baggage is checked.

Applicable Charges

Where the provisions of *Rule 220 - Baggage Allowance and Fees*, indicate a maximum acceptable number of pieces of baggage that will be carried per passenger, the piece(s) in excess of that maximum will be subject to the charges prescribed on Sun Country's website. One charge will be collected per piece at the highest applicable fee; fees apply on a one-way basis.

Excess Baggage Charges

Passengers checking excess baggage will be charged the applicable fees.

Interline Travel

Excess baggage transferring to other airlines may be subject to the receiving airline's charges for such baggage, in addition to charges assessed by Sun Country Airlines.

Oversized/Overweight Baggage

If a single piece of baggage exceeds 62 linear inches (length + width + height, including wheels, handles and any other protruding items) and/or weighs more than 50 pounds, there will be an excess baggage charge for that piece. Excess baggage charges will be established and/or revised by Sun Country from time to time and may be viewed at https://www.suncountry.com. Sun Country will not accept baggage that weighs more than 100 pounds or exceeds 80 linear inches, except that Sun Country will accept large musical instruments as checked baggage as set forth in *Rule 195 - Conditions for Acceptance of Special Items - Musical Instruments/Equipment* above.

Interline Travel

Oversize/overweight baggage transferring to other airlines may be subject to the receiving airline's charges for such baggage, in addition to charges assessed by Sun Country Airlines.

RULE 230 - BAGGAGE LIABILITY LIMITATIONS

On U.S. domestic flights (which includes flights between the 48 contiguous states and overseas U.S. states and territories), no legal action may be brought against Sun Country Airlines for any loss of, damage to or delay in the delivery of baggage or other property unless:

- The Mishandled Baggage Notice is received by Sun Country within four (4) hours of arrival, unless the passenger can show good cause for failure to give such notice.
- The Mishandled Baggage Claim is properly completed by the passenger within forty-five (45) days after the alleged occurrence of the events giving rise to the claim.

- Such action against Sun Country Airlines or any of its officers, agents, or employees is commenced within one (1) year after the occurrence of the events giving rise to the claim.

In delivering baggage or other property to Sun Country Airlines for transportation, whether checked or otherwise placed into the custody of Sun Country Airlines or one of its employees, the fare-paying passenger agrees that Sun Country Airlines' liability, if any, should the baggage be lost, damaged or delayed in delivery is limited to the lesser of the amount of provable direct and consequential damages actually sustained by the passenger or $3,800.00 for domestic flights. In the case of such flights, the damage sustained by the passenger for property that is lost shall be measured by the fair market value of the property at the time it was received by Sun Country Airlines and not by the cost to replace the property. These limitations on Sun Country Airlines' liability also apply to baggage or other personal property in Sun Country Airlines' possession at a city or airport office or elsewhere before or after the passenger's flight.

Interline Travel

For U.S. domestic interline travel when the airlines involved have different limitations of liability, and responsibility for loss, damage or delay in delivery of baggage cannot be determined, the $3,800 limit of liability will apply when the claim is filed with Sun Country Airlines.

International Liability

For international flights, including the domestic portions of international journeys, subject to the Warsaw Convention, the liability for delayed, damaged or loss is approximately $9.07 per pound ($20.00 per kg) for checked baggage and approximately $400 per passenger for unchecked baggage. Where the Montreal Convention applies, liability for delay, damage or loss to checked and unchecked baggage is limited to 1,288 Special Drawing Rights per passenger (for conversion rates to USD please see http://www.imf.org/external/np/fin/data/param_rms_mth.aspx for additional information on Special Drawing Rights). No legal action may be brought against Sun Country Airlines for any loss of, damage to or delay in the delivery of baggage or other property unless:

- Sun Country Airlines admits the loss of the checked baggage or the checked baggage has not arrived at the expiration of twenty-one (21) days after the date on which it ought to have arrived.
- Written notice of the claim is given to Sun Country Airlines at any of its offices within seven (7) days from the date of receipt in the case of damage to checked baggage and in the case of delay, within twenty-one (21) days from the date on which the baggage has been placed at the passenger’s disposal.
- The Mishandled Baggage Claim is properly completed by the passenger within forty-five (45) days after the alleged occurrence of the events giving rise to the claim.
- Such action is brought within a period of two (2) years, reckoned from the data of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date the carriage stopped.

Declaration of Higher Value

Passengers desiring baggage valuation coverage in excess of Sun Country Airlines’ above-stated liability limits will be referred to private insurance representatives.

Exclusions from Liability

When Sun Country Airlines has exercised ordinary care, Sun Country Airlines shall not be liable for delay in delivery of any perishables nor for damage to or damage caused by fragile articles, liquids or perishables which are unsuitably packed and which are included in a passenger's checked baggage with or without the carrier's knowledge. Sun Country Airlines shall not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted pursuant to the execution of a release as referenced in *Rule 195 - Conditions For Acceptance of Special Items* ("Limited Release") to the extent that such release relieves Sun Country Airlines of liability.

Sun Country Airlines assumes no liability for damage defined as normal wear and tear, including minor cuts, tears, dents, scrapes and soiling.

Sun Country Airlines is not liable for any damage that occurs to infant/child car seats, strollers or folding wagons that are not properly packaged and protected in a durable enclosure when checked as baggage.

Sun Country Airlines assumes no liability for loss of, damage to, theft of or delay in delivery of high value, fragile or perishable items including but not limited to the following (except to the extent required by 14 CFR Part 382):

- money
- jewelry
- photographs
- passports
- eyeglasses
- credit cards
- drivers licenses
- souvenirs
- car/house keys
- manuscripts
- contact lenses and accessories
- recreational equipment
- important papers/documents
- travel documents
- precision items
- musical Instruments
- medications
- Hardware electronic/mechanical equipment including but not limited to:
  • radios
- recorders
- phones
- Compact Discs/Digital Videos Disc/cassette tapes
- computers
- portable electronic devices (e.g., DVD/MP3/CD/Video Game players, personal digital assistance (PDAs), etc.)
- camera/video equipment
- or other similar items contained therein or any

items the passenger could not be without in checked baggage.

Notwithstanding anything to the contrary in this *Rule 230*, for international flights, Sun Country Airlines is not liable only if and to the extent that damage resulted from an inherent defect, quality, or vice of the baggage. In the case of unchecked baggage, including personal items, Sun Country is liable only if the damage resulted from Sun Country's fault.

RULE 240 - FLIGHT DELAYS/MISCONNECTIONS/CANCELLATIONS/SCHEDULE CHANGE DELAY, MISCONNECTION OR CANCELLATION

Sun Country will have no liability for delays, misconnections, or cancellations. Without limiting the foregoing,

- If Sun Country is unable to provide alternative transportation acceptable to the passenger subject to a Significantly Delayed or Changed Flight, Sun Country will refund the value of the unused air transportation in accordance with *Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger*, which will be the limit of its liability.
- If the passenger is holding a confirmed seat on a higher class ticket and space is only available on a lower class of seating, Sun Country will refund the difference in fares pursuant to *Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger*.
- In no event will Sun Country reimburse a passenger for travel purchased from another carrier.

Schedule Change

Sun Country may, without liability and without notice, change the time of the schedule of any flight, substitute aircraft, add or omit scheduled stops. With or without such changes, Sun Country does not guarantee that passengers will make connections to other flights operated by it or another carrier. If Sun Country is unable to provide alternative transportation acceptable to the passenger subject to a Significantly Delayed or Changed Flight, Sun Country will refund the value of the unused air transportation in accordance with *Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger*, which will be the limit of its liability.

Amenities

When a fare-paying passenger holds confirmed reservations on a Sun Country Airlines flight, Sun Country Airlines may assume limited expenses incurred as a result of a mechanical delay exceeding four (4) hours for domestic flights or eight (8) hours for international flights. Sun Country Airlines will advise the passenger of the available amenities and services. Sun Country Airlines may provide special amenities and services which, in Sun Country Airlines' judgment, are required by certain passengers such as passengers with disabilities, or ill and/or incapacitated passengers for the safety, health and welfare of such passengers.

Carriers in Default

Sun Country Airlines will not accept for any purposes under this Contract of Carriage passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier").

Exception: Tickets issued by the defaulting carrier or its sales agent prior to the default will be accepted solely for transportation on Sun Country Airlines provided such tickets were issued by such defaulting carrier in its capacity as agent for Sun Country Airlines and specified transportation via Sun Country Airlines. When such tickets are accepted, no adjustments in fare will be made which would require Sun Country Airlines to refund money to the passenger.

Strike/Work Stoppage

In the event of a work stoppage which causes any cancellation or suspension of operations of any carrier other than Sun Country, the provisions of this rule will not apply with respect to passengers holding tickets for transportation on that carrier.

RULE 245 - DENIED BOARDING COMPENSATION

If you have been denied a reserved seat on Sun Country Airlines, you are probably entitled to monetary compensation. This notice explains Sun Country's obligations and the passenger's rights in the case of an oversold flight, in accordance with regulations of the U.S. Department of Transportation.

Volunteers and Boarding Priorities

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until Sun Country Airlines personnel first ask for volunteers who will give up their reservation willingly, in exchange for compensation of Sun Country Airlines' choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the boarding priorities of Sun Country Airlines. In such event, Sun Country Airlines will usually deny boarding based upon check-in time (i.e., the last passenger to check in would be the first to be denied boarding), but Sun Country may also consider factors such as severe hardships, fare paid, and status within the Ufly® Rewards program. Reasonable efforts will be made to accommodate individuals with a disability or needing assistance, the elderly, connecting passengers, families traveling with children, and passengers less than eighteen (18) years of age.

Compensation for Involuntary Denied Boarding

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from Sun Country Airlines unless:

- you have not fully complied with Sun Country Airlines' ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under Sun Country Airlines' usual rules and practices; or
- you are denied boarding because the flight is canceled; or
- you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or
- on a flight operated with an aircraft having 60 or fewer seats, you are denied boarding due to safety-related weight/balance restrictions that limit payload; or
- you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare is charged will be given an appropriate refund); or
- Sun Country Airlines is able to place you on another flight or flights that are planned to reach your next stopover or final destination within one hour of the planned arrival time of your original flight.

Amount of Denied Boarding Compensation

Domestic Transportation

Passengers traveling between points within the United States (including its territories and possessions) that are denied boarding involuntarily from an oversold flight are entitled to:

- No compensation if Sun Country Airlines offers alternate transportation that is planned to arrive at the passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;
- 200% of the fare to the passenger's destination or first stopover, with a maximum of $775, if Sun Country Airlines offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than two hours after the planned arrival time of the passenger's original flight; and
- 400% of the fare to the passenger's destination or first stopover, with a maximum of $1,550, if Sun Country Airlines does not offer alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than two hours after the planned arrival time of the passenger's original flight.

0 to 1 hour arrival delay - No compensation

1 to 2 hour arrival delay - 200% of one-way fare (but no more than $775)

Over 2 hours arrival delay - 400% of one-way fare (but no more than $1,550)

International Transportation

Passengers traveling from the United States to a foreign point who are denied boarding involuntarily from an oversold flight originating at a U.S. airport are entitled to:

- No compensation if Sun Country Airlines offers alternate transportation that is planned to arrive at the passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;
- 200% of the fare to the passenger's destination or first stopover, with a maximum of $775, if Sun Country Airlines offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight; and
- 400% of the fare to the passenger's destination or first stopover, with a maximum of $1,550, if Sun Country Airlines does not offer alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than four hours after the planned arrival time of the passenger's original flight.

0 to 1 hour arrival delay - No compensation

1 to 4 hour arrival delay - 200% of one-way fare (but no more than $775)

Over 4 hours arrival delay - 400% of one-way fare (but no more than $1,550)

Alternate Transportation

"Alternate transportation" is air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by DOT), or other transportation accepted and used by the passenger in the case of denied boarding.

Method of Payment of Compensation

Except as provided below, Sun Country Airlines will give each passenger who qualifies for involuntary denied boarding compensation a payment by cash or check for the amount specified above, on the day and at the place the involuntary denied boarding occurs. If Sun Country Airlines arranges alternate transportation for the passenger's convenience that departs before the payment can be made, the payment shall be sent to the passenger within 24 hours. Sun Country Airlines may offer free or discounted transportation in place of the cash payment. In that event, Sun Country Airlines will disclose all material restrictions on the use of the free or discounted transportation before the passenger decides whether to accept the transportation in lieu of a cash or check payment. The passenger may insist on the cash/check payment or refuse all compensation and bring private legal action.

Acceptance of denied boarding compensation relieves Sun Country Airlines from any further liability to the passenger caused by its failure to honor the confirmed reservation.

RULE 255 - REROUTING

Sun Country Airlines will attempt to reroute a passenger at the passenger's request and upon presentation of the unused ticket or portion thereof then held by the passenger.

Exception: The above provision shall apply to reissue/reroute by Sun Country Airlines only on Sun Country Airlines' flights.

Fare Applicable to Rerouting or Change in Destination

The passenger may change the routing and/or the ultimate destination designated on the ticket in accordance with the following paragraph provided that after transportation has commenced a one-way ticket will not be converted into a round-trip or open-jaw trip ticket.

Except as otherwise provided in *Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change*, the fares and charges applicable when a rerouting or change in ultimate destination is made at passenger's request at an office of Sun Country Airlines prior to arrival at the ultimate destination named on the original ticket shall be the applicable fare and charges for the entire revised itinerary in effect on the date that the rerouting or change in ultimate destination is entered on the passenger's new ticket.

Fare Applicable to Upgrading Class of Service While in Flight

Sun Country does not permit inflight class-of-service upgrades.

RULE 260 - REFUNDS RESULTING FROM INABILITY TO ACCOMMODATE OR REFUSAL TO CARRY PASSENGER

Except for No-Show Passengers (to whom *Rule 135 - Cancellation of Reservations - Failure to Occupy Space* applies), the amount Sun Country Airlines will refund upon surrender of an unused ticket or portion thereof pursuant to *Rule 35 - Refusals to Transport, Rule 50 - Acceptance of Children, or Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change*, will be:

If no portion of the ticket has been used: an amount equal to the total fare paid, inclusive of applicable taxes and ancillary fees.

Exception: Sun Country Airlines shall not be obligated to refund any portion of an unused ticket which does not reflect a confirmed reservation on a Sun Country Airlines flight unless such ticket was issued by Sun Country Airlines.

If a portion of the ticket has been used and:

- Travel was terminated at the origin point, the fare paid for the unused segment(s), inclusive of the applicable taxes and ancillary fees.
- Travel was terminated at an intermediate or stopover point, a refund of the fare applicable from the point of termination to (i) the destination named on the ticket or (ii) to the point at which transportation is to resume (in each case inclusive of the applicable taxes and ancillary fees for such unused segment).

Substitution of Aircraft

When for operational reasons a passenger holding a higher class-of-service ticket with confirmed reservations is accommodated on an aircraft without that higher class seating, Sun Country Airlines will refund the difference.

Method of Refunding Payments

Sun Country will make eligible refunds to the original form of payment unless the passenger elects to receive a Flight Credit in lieu of the refund. Any Flight Credit issued in relation to a Significantly Delayed or Changed Flight shall be valid for five (5) years from the date of issuance.. If the refund is in the original form of payment, refunds for fares purchased with a debit or credit card will be processed for crediting to the same card account no later than seven (7) business days from the earlier of (i) the date the passenger rejects an offer of alternative transportation or (ii) the date of departure of the impacted flight. When a refund is discretionary, the above time frames commence as of the date SCA has determined a full or partial refund will be provided.

RULE 270 - VOLUNTARY REFUNDS

When *Rule 35 - Refusals to Transport, Rule 135 - Cancellation of Reservations - Failure to Occupy Space, Rule 240 - Flight Delays/Misconnections/Cancellations/Schedule Change, and Rule 260 -Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger* are not applicable, a passenger is otherwise eligible for a voluntary refund, and a passenger requests that a ticket issued by Sun Country Airlines or a ticket indicating Sun Country Airlines in the itinerary be refunded, upon surrender of the unused portion(s)

of the ticket, Sun Country Airlines will issue to the passenger a Flight Credit (which shall be valid for one (1) year from the booking date of the flight for which the Flight Credit is being issued) to be used as full or partial payment for that customer on another Sun Country Airlines flight or flights operating within a period of 365 days from the original date of purchase on the following basis and subject to the following limitations:

- If no portion of the ticket has been used, the Flight Credit will be an amount equal to the fare and charges applicable to the ticket issued to the passenger. If a portion of the ticket has been used, the Flight Credit will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- No refund will be given for tickets issued for "non-refundable" type fares or tickets wholly or partially comprised of round trip non-refundable fares. On tickets issued at a combination of non-refundable/refundable one-way fares, non- refundability will apply only to the portion that is non-refundable.
- Sun Country Airlines assumes no obligation to issue a voluntary refund unless such ticket was issued on Sun Country Airlines.

Exception: If a passenger cancels an entire itinerary within 24 hours after booking the itinerary, and provided the scheduled time of departure of the initial flight in the itinerary was at least one week (168 hours) away at the time the booking was made, a full refund will be issued. See "Method of Refunding Payments" above for additional information.

RULE 275 - FOREIGN CURRENCY REFUND

Sun Country Airlines reserves the right to refuse to make any refund in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

RULE 385 - PASSENGER FACILITY CHARGES

At airports where Passenger Facility Charges (PFCs) are applicable, Sun Country Airlines will not absorb them but will incorporate PFCs into the total purchase price of the ticket.