

Share Purchase Plan

Terms and conditions

Webjet Limited ACN 002 013 612
(**Webjet**)

1. Glossary

Capitalised terms in these Terms and Conditions have the meaning set out below unless the context otherwise requires.

Application Form	the application form approved by the Board for the purposes of the Plan, to be sent to Shareholders in respect of an Offer to them to participate in the Plan
ASX	ASX Limited ABN 98 008 624 691
ASX Listing Rules	the listing rules of ASX as they are amended from time to time
Board	the board of directors of Webjet from time to time
Closing Date	the closing date of an Offer as determined by the Board
Eligible Shareholders	all Shareholders on a Record Date, except Ineligible Shareholders
Ineligible Shareholders	Shareholders whose registered address is in a country where, in the reasonable opinion of the Board, it is unlawful or impractical for Webjet to issue Offers
Issue Price	the issue price for Shares under an Offer under the Plan is A\$3.60 per Share
Listing Rules	the listing rules of ASX from time to time
Offer	an offer of Shares under the Plan
Plan	the Webjet share purchase plan the subject of these Terms and Conditions
Record Date	the record date determined by the Board for participation in an Offer
Shareholders	holders of Shares
Shares	fully paid ordinary shares in the capital of Webjet
Terms and Conditions	these terms and conditions
Webjet	Webjet Limited ACN 002 013 612

2. Establishment

The Plan is established pursuant to Australian Securities and Investments Commission Class Order 09/425 and the ASX Listing Rules. That instrument grants relief from the requirement to prepare a prospectus for the offer of Shares under the Plan.

The maximum amount to be raised under the Plan is capped at A\$5 million, which at an issue price of A\$3.60 per Share, equates to a maximum of approximately 1.39 million Shares (**the Cap**). If the Company receives applications from Eligible Shareholders which exceed the Cap, a scale back of Shares will apply in accordance with clause 9.

3. Participation

The Board may make Offers under the Plan to all persons who, as at a Record Date determined by the Board are registered as Shareholders, except those Shareholders who are Ineligible Shareholders at that Record Date. Participation in the Plan by Eligible Shareholders is optional and is subject to these terms and conditions.

4. Offers

Offers under the Plan will be non-renounceable and Shares may be issued under the Plan only to the Shareholder to whom they are offered.

Each Offer will be made on the same terms and conditions. All Eligible Shareholders will receive the same offer, irrespective of the number of Shares which they hold on the Record Date.

Offers under the Plan may be made once a year or as otherwise determined by the Board.

In any consecutive 12 month period, the maximum value of Shares for which each Eligible Shareholder may subscribe under the Plan is A\$15,000 (or such other amount as the Board may determine in its discretion). This limit applies to each Shareholder even if that person holds Shares in more than one capacity – for example, as a sole holder and as a first (or subsequent) named holder of two or more joint holders. However, a trustee or nominee expressly noted on the Share register may receive an Offer for each occasion they are separately recorded as a trustee or nominee for a different beneficiary named on that register.

Offers will be made subject to any terms and conditions that the Board thinks fit which are consistent with these Terms and Conditions, including any minimum or maximum subscription amount (both individual and in aggregate), and how amounts under any minimum or in excess of any maximum may be dealt with. The Board may also determine the multiple(s) of Shares, or the fixed dollar amount(s), for which each Eligible Shareholder may subscribe under any given Offer.

5. Issue Price

Shares will be issued under an Offer under the Plan at the Issue Price.

6. Costs of Participation

No brokerage, commissions, stamp duty or other transaction costs will be payable by Eligible Shareholders in respect of the application for, and issue of, Shares under the Plan.

7. Acceptance of Offers

An Offer to participate in the Plan may be accepted by an Eligible Shareholder only by completing one of the prescribed payment methods outlined in Section 8 below, by no later than the Closing Date as specified on the Application Form (**Acceptance**). The Issue Price of A\$3.60 per Share is payable in full on application.

If one or more Acceptance is received from an Eligible Shareholder in relation to Shares with a value greater than A\$15,000 in any 12 month period, the Shareholder will be issued with the maximum number of Shares permitted by the Plan and the terms of the Offer. Any excess subscription monies will be refunded (without interest) as soon as reasonably practicable to the Eligible Shareholder.

If an Eligible Shareholder subscribes for an amount which is not exactly divisible by the relevant Issue Price for the Shares, in calculating the number of Shares to be issued, all fractional entitlements will be rounded to the nearest whole number. The Company will not refund any resulting small excess in subscription monies which will be deemed to form part of the aggregate Issue Price for the Shares.

Notwithstanding any other provision of these Terms and Conditions, the Board may, at its discretion, reject any Acceptance which:

- (a) is incomplete, incorrectly filled out or accompanied by a cheque which is not paid in full on first presentation;

- (b) the Board believes is completed by:
 - (i) a U.S. Person (as defined in the U.S. Securities Act of 1933) (U.S. Person) or a person acting for the account or benefit of a U.S. Person; or
 - (ii) a person within the United States or a person acting for the account or benefit of a person within the United States;(collectively, **Prohibited Persons**); or
- (c) the Board believes is completed by a person within, or a person acting for the account or benefit of a person within, another jurisdiction where, in the reasonable opinion of the Board, it would be unlawful or impractical for Webjet to issue the Shares.

8. Payment Methods

(a) Payment by cheque, bank cheque or bank draft

If you are paying for your Shares by cheque, bank cheque or bank draft, complete and return the Application Form with your payment to:

Computershare Investor Services Pty Limited
GPO Box 2987
Adelaide, South Australia 5001

Your completed Application Form together with full payment for the number of Shares for which you are applying, must be received by the Closing Date as specified on the Application Form.

Your cheque, bank cheque or bank draft must be paid in Australian currency and be drawn on an Australian branch of an Australian financial institution. Your payment must be for the full amount required to pay for the Shares applied for. Payments in cash, will not be accepted.

Cheques must be made payable to “Webjet Limited Share Purchase Plan” and crossed “Not Negotiable”.

You must ensure that your cheque account has sufficient funds to cover your payment, as your cheque will be presented for payment on receipt. If your bank dishonours your cheque your application will be rejected. Dishonoured cheques will not be represented.

(b) Payment by Bpay[®]

If you are paying for your Shares by Bpay, refer to your personalised instructions on your Application Form. You **DO NOT** need to complete or return the Application Form. However, payment must be received by before the Closing Date as specified on the Application Form.

You should be aware that your own financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment. It is your responsibility to ensure that funds submitted through Bpay are received by the Closing Date as specified on the Application Form.

Make sure you use the specific Biller Code and unique Customer Reference Number (CRN) on your personalised Application Form.

9. Scale Back

The aggregate maximum number of Shares that will be issued under the Plan will not exceed the Cap. In the event that applications from Eligible Shareholders for participation in the Plan in aggregate exceed this limit, the Board will scale back applications on a pro rata basis to the extent that the Board sees fit.

Any excess subscription monies will be refunded (without interest) as soon as reasonably practicable to the Eligible Shareholder.

10. Issue of Shares

Webjet will issue Shares pursuant to an Offer as soon as reasonably practicable after the Closing Date.

Unless determined otherwise by the Board at the time of issue, all Shares issued under the Plan will rank equally with all other Shares on issue as of the date of issue and will carry the same voting rights, dividend rights and other entitlements as those Shares.

Webjet will apply for Shares issued under the Plan to be quoted on ASX.

Webjet will, within the period required by the ASX Listing Rules, send Eligible Shareholders, whose Application Form has been accepted by the Board, a holding statement in respect of any Shares issued to them under the Plan.

11. Amendment, Suspension and Termination of the Plan

The Board may, in its discretion, amend, suspend or terminate the Plan at any time and adopt any administrative procedures it thinks appropriate in relation to the Plan. Webjet will notify ASX of any amendment, suspension or termination of the Plan, but failure to do so will not invalidate the amendment, suspension or termination. Webjet may issue to any person fewer Shares than subscribed for under the Plan (or none at all) if Webjet believes that the issue of those Shares would contravene any law (in any jurisdiction) or the rules of any stock exchange on which Shares are quoted.

12. Administration and Dispute Resolution

Webjet's principal objective in administering the Plan is to facilitate maximum participation consistent with compliance with ASIC Class Order CO 09/425 and all applicable laws and efficient administrative practices. The Board may adopt any administrative procedures it thinks appropriate (from time to time) in relation to the Plan.

Webjet may settle, in any manner it thinks fit, any difficulties, anomalies or disputes which may arise under or in connection with the operation of the Plan, whether generally or in relation to any participant or class of participants, offer, application or Shares, and the decision of Webjet shall be conclusive and binding on all participants and other persons to whom the determination relates.

Webjet reserves the right to waive compliance with any provision of these Terms and Conditions.

13. Notices

Notices and statements to Eligible Shareholders may be given in any manner determined by the Board from time to time.

14. Privacy

Chapter 2C of the *Corporations Act 2001* (Cth) (the **Act**) requires information about Shareholders (including name, address and details of the Shares held) to be included in Webjet's public register. If a Shareholder ceases to be a Shareholder, Chapter 2C of the Act requires this information to be retained in Webjet's public register. These statutory obligations are not altered by the *Privacy Act 1988* (Cth) as amended. Information is collected to administer Shareholders' security holdings.

15. U.S. Securities Act Registration

The Shares offered under this Plan have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended, or the securities laws of any U.S. state, and therefore, may not be directly or indirectly, offered, sold or resold to Prohibited Persons. Eligible Shareholders under an Offer will be required to make certain representations before being issued any Shares under an Offer, including a representation that they are not a Prohibited Person.

Persons or nominees acting for the account or benefit of any person are prohibited from extending that Offer to Prohibited Persons and are not themselves eligible to participate if they act for the account or benefit of a Prohibited Person.

16. No Financial Product Advice

Webjet is not licensed to provide financial product advice in relation to the Shares issued under the Plan or any other financial products. No cooling off regime applies in respect of the acquisition of Shares under the Plan (whether the regime is provided for by law or otherwise). Eligible Shareholders should obtain their own advice on whether or not to participate in the Plan.