

# FLIGHT CENTRE TRAVEL GROUP™

## NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

STATEMENT TO AUSTRALIAN SECURITIES EXCHANGE – February 9, 2023

### Flight Centre Travel Group Share Purchase Plan Offer Now Available

FLIGHT Centre Travel Group (**FLT**) has today opened the Share Purchase Plan (**SPP**) associated with the company's acquisition of United Kingdom-based luxury travel specialist Luxury Travel Holding Limited (**Scott Dunn**). The SPP was first announced to ASX on Tuesday, January 31, 2023.

The SPP follows the A\$180 million fully underwritten institutional placement which completed on Monday, February 6, 2023 (**Placement**). Under the SPP, eligible FLT shareholders can apply for up to A\$30,000 of new fully paid FLT shares.

FLT is intending to raise up to A\$40 million via the non-underwritten SPP, with the ability to accept oversubscriptions (in FLT's absolute discretion), subject to the ASX Listing Rules. FLT may determine to raise a higher or lower amount and reserves the right to scale back applications under the SPP (in each case in its absolute discretion).

Proceeds from the Placement alongside A\$40 million of existing cash on balance sheet was used to fund the acquisition of Scott Dunn, and associated costs prior to receipt of any funds raised under the SPP.<sup>1</sup> Proceeds from the SPP are intended to be used to replenish the existing cash used to fund the acquisition of Scott Dunn.

#### SPP Details

SPP details (including full details of the terms and conditions of the SPP and a timetable) are included in the SPP booklet, which has been lodged on the ASX today and will be distributed to eligible shareholders (in accordance with their communications elections) via Computershare. The closing date for SPP applications is expected to be 5pm (Sydney time) on Monday, March 6, 2023. Eligible shareholders are encouraged to read the SPP booklet carefully and in its entirety before they apply for shares under the SPP.

Participation in the SPP is voluntary and open to eligible FLT shareholders who as at the Record Date of 7pm (Sydney time) on Monday, January 30, 2023 were registered as a

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<sup>1</sup> Refer to paragraph 3.6 of the 'Key risks' on slide 54 of the Investor Presentation released to ASX on Tuesday, January 31, 2023 for further information.

holder of one or more FLT shares and had an address on FLT's share register that was in Australia or New Zealand, and who are not in the United States or acting for the account or benefit of a person in the United States.

SPP shares will be issued at an offer price per share that is the lower of:

- \$A14.60 per share, being the price at which shares were issued under the Placement; and
- a 2.0% discount to the volume weighted average price of FLT shares traded on ASX on the 5 trading days up to, and including, the SPP closing date (expected to be Monday, March 6, 2023).

The SPP shares will rank equally with existing FLT fully paid ordinary shares from their issue date, which is currently expected to be Tuesday, March 14, 2023.

#### Additional Shareholder Information

Additional information for shareholders is available via the FLT SPP website, [www.flightcentrespp.com](http://www.flightcentrespp.com), or by calling the FLT Information Line from 8.30am to 5pm (Sydney time) Monday to Friday on 1300 916 982 (within Australia) or + 61 3 9415 4875 (outside Australia).

ENDS: Media enquiries to [haydn\\_long@flightcentre.com](mailto:haydn_long@flightcentre.com), + 61 418 750 454

This announcement has been authorised by Flight Centre Travel Group Limited's Board.

#### **NOT FOR RELEASE OR DISTRIBUTION IN THE UNITED STATES**

This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction in which such an offer would be unlawful. The shares to be offered and sold under the SPP have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the **U.S. Securities Act**) or the securities laws of any state or other jurisdiction of the United States. Accordingly, the shares to be offered and sold under the SPP may not be offered or sold, directly or indirectly, in the United States or to any person acting for the account or benefit of a person in the United States. The shares to be offered and sold under the SPP may only be offered and sold to eligible shareholders in 'offshore transactions' (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act.

#### **Forward-looking statements**

This announcement contains certain forward-looking statements. The section of the Important Notice in the SPP booklet titled "Forward-looking statements" applies to the forward-looking statements in this announcement, with the necessary contextual changes.

#### **Timetable**

Subject to the requirements of the Corporations Act 2001 (Cth), the ASX Listing Rules and other applicable rules, FLT reserves the right to amend the SPP timetable at any time in its absolute discretion.

# **Flight Centre Travel Group Limited**

Share Purchase Plan Booklet

**Eligible Shareholders have the opportunity to participate in the Share Purchase Plan by applying for up to \$30,000 worth of new fully paid ordinary shares in Flight Centre. Details of the offer and how to participate are set out in this Booklet.**

**THIS BOOKLET IS NOT FOR RELEASE OR DISTRIBUTION IN THE UNITED STATES**

**Except with the written consent of Flight Centre, this Booklet may not be released or distributed outside of Australia and New Zealand.**

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## KEY DATES

<b>Record Date</b> (the time that eligibility to participate in the Share Purchase Plan ( <b>SPP</b> ) is determined)	7.00pm (Sydney time) on Monday, 30 January 2023
<b>Opening Date</b>	Thursday, 9 February 2023
<b>Closing Date</b>	5.00pm (Sydney time) on Monday, 6 March 2023
<b>Issue Date</b> (issue and allotment of New Shares)	Monday, 13 March 2023
<b>New Shares expected to commence trading</b>	Tuesday, 14 March 2023
<b>Despatch of holding statements</b>	Wednesday, 15 March 2023

This timetable (and each reference in this Booklet to a date specified in the timetable) is indicative only and Flight Centre may, in its absolute discretion, vary any of the above dates. All times referred to in this Booklet are Sydney time.

### IMPORTANT NOTICE

If you are an Eligible Shareholder, this Booklet contains important information and requires your immediate attention. It is an important document which is accompanied by a personalised Application Form, and you should read both carefully and in full.

The offer of New Shares under the SPP is made in accordance with ASIC Instrument 23-0052 and ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 as modified by ASIC Instrument 23-0052, which grants relief from the requirement to issue a disclosure document for the SPP. This Booklet is not a prospectus under Chapter 6D of the *Corporations Act 2001* (Cth) (the **Corporations Act**) and has not been lodged with ASIC.

If you have any general questions in relation to how to participate in the SPP after reading this Booklet, please contact Flight Centre's share registry, Computershare Investor Services Pty Limited (the **Registry**), from 8.30am to 5.00pm Monday to Friday (excluding public holidays) on 1300 916 982 (callers within Australia) or +61 3 9415 4875 (callers outside Australia).

This Booklet does not constitute or provide financial advice and has been prepared without taking into account your particular objectives, financial situation or needs. You should seek independent advice from a professional adviser who is licensed by ASIC to give that advice before participating, as well as any other financial, taxation or legal advice.

You should ensure that any copy of this Booklet you view or print is complete. To the maximum extent permitted by law, Flight Centre is not liable for any loss incurred from accessing or downloading the Booklet from a website, including, without limitation, data corruption on download.

All references in this Booklet to either dollars or \$ are to Australian dollars.

### Offering restrictions

This Booklet is intended for use only in connection with the offer of New Shares to Eligible Shareholders in Australia or New Zealand. No action has been taken to permit an offering of New Shares in any jurisdiction outside of Australia and New Zealand. The distribution of this Booklet (and any electronic copies) may be

restricted by law and persons (including nominees and custodians) who come into possession of it should observe any such restrictions.

## **NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES**

This Booklet may not be distributed or released in the United States. This Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, any New Shares in the United States or in any jurisdiction in which such an offer would be unlawful. The New Shares to be offered and sold under the SPP have not been, and will not be, registered under the US Securities Act of 1933, as amended (**US Securities Act**) or the securities laws of any US state or other jurisdiction of the United States, and may not be offered or sold, directly or indirectly, in the United States or to any person acting for the account or benefit of a person in the United States (to the extent such person is acting for the account or benefit of a person in the United States). The New Shares under the SPP may only be offered and sold outside the United States in “offshore transactions” (as defined in Rule 902(h) under the US Securities Act) in reliance on Regulation S under the US Securities Act.

### **Important information for Eligible Shareholders in New Zealand**

The New Shares under the SPP are not being offered or sold to the public within New Zealand other than to existing shareholders of Flight Centre with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

This document has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

### **Important information for custodians**

Due to legal restrictions, nominees and custodians may not distribute this Booklet (and any electronic copies) to any person in, and may not participate in the SPP on behalf of any beneficial Shareholder from, a country outside of Australia or New Zealand.

### **Forward-looking statements**

This Booklet contains certain forward-looking statements. The words ‘anticipate’, ‘believe’, ‘aim’, ‘estimate’, ‘expect’, ‘intend’, ‘may’, ‘plan’, ‘project’, ‘will’, ‘should’, ‘seek’ or other similar words (and include, without limitation, statements regarding Flight Centre’s intent, belief or expectations, plans, strategies, objectives of management, the proposed acquisition of Luxury Travel Holdings Limited “**Scott Dunn**” and/or other potential acquisitions, the outcome of the Placement and SPP and the use of proceeds therefrom) are intended to identify forward-looking statements. Indications of, and guidance on, future earnings, financial position and performance are also forward-looking statements.

These forward-looking statements are based on assumptions and contingencies that are subject to change without notice and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of Flight Centre and its related bodies corporate and affiliates and each of their respective directors, securityholders, officers, employees, partners, agents, advisers and management. This includes statements about market and industry trends, which are based on interpretations of market conditions.

### **Investors are strongly cautioned not to place undue reliance on forward looking statements, particularly in light of the current economic climate and the significant volatility, uncertainty and disruption caused by the COVID 19 pandemic and geopolitical tensions such as the Russian-Ukrainian military conflict.**

Forward-looking statements are provided as a general guide only and should not be relied on as an indication or guarantee of future performance. Actual results, performance or achievements may differ materially from those expressed or implied in those statements and any projections and assumptions on which these statements are based. These statements may assume the success of Flight Centre’s business strategies and/or the success of the proposed acquisition of Scott Dunn (including that any expected synergies will be achieved), the success of which is not guaranteed and may not be realised within the period for which the forward-looking statements may have been prepared, or at all.

To the maximum extent permitted by law, no guarantee, representation or warranty, express or implied, is made as to the fairness, accuracy, reliability, likelihood of achievement or reasonableness of any forecasts, prospects, returns, statements or tax treatment in relation to future matters contained in this Booklet. The forward-looking statements are based on information available to Flight Centre as at the date of this Booklet. Except as required by applicable laws or regulations, none of Flight Centre, its representatives or advisers undertakes to provide any additional information or revise the statements in this Booklet, whether as a result of a change in expectations or assumptions, new information, future events, results or circumstances.

### **Electronic payments**

Flight Centre will accept payments for the SPP via BPAY® or, for New Zealand Eligible Shareholders only, EFT, and emphasises that the applications must be received by 5.00pm (Sydney time) on the Closing Date.

# LETTER FROM THE CHAIRMAN

9 February 2023

Dear Shareholder

On behalf of the Directors of Flight Centre Travel Group Limited (ABN 25 003 377 188) (**Flight Centre**), I am pleased to offer Eligible Shareholders the opportunity to participate in the Share Purchase Plan (**SPP**). The SPP allows Eligible Shareholders to apply for up to \$30,000 worth of new fully paid ordinary shares in Flight Centre (**New Shares**), without incurring brokerage, commission or transaction costs.

The SPP is intended to raise up to \$40 million, with the ability to accept oversubscriptions (in Flight Centre's absolute discretion), subject to the ASX Listing Rules and is not underwritten. Flight Centre may determine to raise a higher or lower amount and reserves the right to scale back applications under the SPP (in each case in its absolute discretion).

On 31 January 2023, Flight Centre announced a placement of new ordinary shares (**Placement Shares**) to professional and sophisticated investors, which raised approximately \$180 million (**Placement**). Proceeds from the Placement alongside \$40 million of existing cash on balance sheet is intended to be used to fund the acquisition of 100% of Luxury Travel Holdings Limited (**Scott Dunn**), a leading UK based luxury travel business (**Acquisition**), and associated costs prior to receipt of any funds raised under the SPP.<sup>1</sup> Proceeds from the SPP is intended to be used to replenish the existing cash used for the Acquisition.

Further details of the Placement and a summary of some of the key risks associated with an investment in Flight Centre, are set out in the announcement and investor presentation released to the Australian Securities Exchange (**ASX**) by Flight Centre on 31 January 2023 (together, the **Investor Presentation**).<sup>2</sup>

## Issue Price

The SPP provides Eligible Shareholders with the opportunity to apply for New Shares at an Issue Price which is the lower of:

- \$14.60 per New Share, being the price at which Placement Shares were issued under the Placement; and
- the price that is a 2.0% discount to the volume weighted average price of ordinary shares in Flight Centre (**Shares**) traded on ASX on the 5 trading days up to, and including, the Closing Date (rounded down to the nearest cent).

You may apply for a parcel of New Shares valued at up to \$30,000, being one of \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000, or \$30,000. Flight Centre may in its discretion undertake a scale back of applications for New Shares. Therefore, you are not assured of receiving, and you may receive less than, the parcel of New Shares for which you have applied under the SPP. Should this happen, the balance of any application money that is not applied to the New Shares will be refunded to you, without interest.

New Shares will rank equally with existing Shares from the date of issue, and therefore will carry the same voting rights, dividend rights and other entitlements as existing Shares.

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<sup>1</sup> Refer to paragraph 3.6 of the 'Key risks' on slide 54 of the Investor Presentation for further information.

<sup>2</sup> See also Flight Centre's announcement dated 1 February 2023 available on [www.asx.com.au](http://www.asx.com.au), and any subsequent announcements.

## Participation

Participation in the SPP is entirely optional and is open to Eligible Shareholders, being persons who at 7.00pm (Sydney time) on the Record Date were registered as holders of one or more Shares and whose address on Flight Centre's share register is in Australia or New Zealand.

Eligible Shareholders who are Custodians holding Shares on behalf of Eligible Beneficiaries are also invited to participate in the SPP on the terms and conditions set out in this Booklet.

Shareholders in the United States are not eligible to participate in the SPP. Similarly, Shareholders (including Custodians and nominees) who hold Shares on behalf of persons in the United States, or are acting for the account or benefit of persons in the United States, are not eligible to participate in the SPP on behalf of those persons.

Flight Centre will not issue New Shares to an applicant under the SPP if Flight Centre believes that the issue of those New Shares, either alone or in conjunction with the issue of New Shares under other applications for New Shares received by Flight Centre, would contravene any law or the ASX Listing Rules.

If you do not wish to participate in the SPP, no action is required on your part. If you do not participate, you will retain your existing Shares and will not acquire any New Shares under the SPP. You will forgo any exposure to increases or decreases in the value of the New Shares you may have acquired had you participated in the SPP Offer and you will not receive any value for your right to participate in the SPP Offer. Your percentage holding in Flight Centre will also be diluted to the extent that New Shares are issued under the SPP Offer.

## How to apply for New Shares under the SPP

The SPP opens on the Opening Date and closes at 5.00pm (Sydney time) on the Closing Date.

If you are an Eligible Shareholder who wishes to participate in the SPP, you may apply for New Shares under the SPP by doing one of the following:

- **Option 1:** making payment directly by BPAY® in Australian dollars in accordance with the instructions in the application form (**Application Form**) (your personalised Application Form may be viewed at [flightcentrespp.com](http://flightcentrespp.com)). You **MUST** use the specific biller code and unique reference number (used to identify your holding) on your personalised Application Form, or your application may not be able to be reconciled and your funds may be returned to you. **If you make your payment with BPAY®, you do not need to return an Application Form, but you will be taken to have made the statements, agreements, acknowledgements, confirmations, representations, warranties, acceptances, authorisations, declarations and certifications that are set out in the Application Form;** or
- **Option 2 (New Zealand Eligible Shareholders only):** making payment for the appropriate amount in Australian dollars by EFT in accordance with the instructions on the EFT form accompanying your Application Form. You **MUST** use your unique reference number provided, or your application may not be able to be reconciled and your funds may be returned to you. **If you make your payment with EFT, you do not need to return an Application Form, but you will be taken to have made the statements, agreements, acknowledgements, confirmations, representations, warranties, acceptances, authorisations, declarations and certifications that are set out in the Application Form.**

The application money (including any Application Form and/or Custodian Certificate, if applicable) must be received **no later than 5.00pm (Sydney time) on the Closing Date**. Flight Centre will not accept payment by cash, cheque, bank draft or money order.

If you are paying by BPAY® or EFT, then please check your daily transaction limit and the processing cut-off time for BPAY® or EFT with your financial institution.



You will not be able to withdraw or revoke your Application Form or application money once you have submitted it, or change the amount of your application.

This Booklet contains further information about the SPP, including the terms and conditions of the SPP and various defined terms used throughout this Booklet. The terms and conditions set out the relevant criteria for determining eligibility to participate in the SPP as well as rules relating to applications for New Shares under the SPP. The Board recommends you read this Booklet and Flight Centre's ASX announcements (available on [www.asx.com.au](http://www.asx.com.au)) before deciding whether to participate in the SPP.

On behalf of the Board, I thank you for your continued support of Flight Centre.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Gary Smith', with a long horizontal flourish extending to the right.

Gary Smith  
**Non-Executive Chairman**  
**Flight Centre Travel Group Limited**

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# SPP TERMS AND CONDITIONS

## Important notice

If you apply to participate in the SPP, you accept the risk that the market price of Shares may change between the date of the SPP Offer and the date when New Shares are issued to you under the SPP. As such, it is possible that, up to or after the date you receive New Shares under the SPP, you may be able to buy Shares on ASX at a lower price than the Issue Price under the SPP.

By participating in the SPP you will be deemed to have accepted, and will be bound by, these terms and conditions. Eligible Shareholders who receive New Shares will also be bound by the constitution of Flight Centre.

Unless the context requires otherwise, capitalised terms used in these terms and conditions will have the meaning given to them in this Booklet.

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## 1 Offer

- 1.1 Flight Centre Travel Group Limited (**Flight Centre**) offers each Eligible Shareholder the opportunity to apply for up to \$30,000 worth of new fully paid ordinary shares in Flight Centre (**New Shares**) under the Share Purchase Plan (**SPP**) subject to and in accordance with the terms and conditions set out below (such offer, the **SPP Offer**).
- 1.2 The SPP Offer opens at 9.00 am (Sydney time) on Thursday, 9 February 2023 (**Opening Date**) and is scheduled to close at 5.00pm (Sydney time) on Monday, 6 March 2023 (or such other date as Flight Centre determines in its absolute discretion) (**Closing Date**).
- 1.3 The SPP Offer is non-renounceable and, therefore, Eligible Shareholders cannot transfer their right to apply for or purchase New Shares to any third party.
- 1.4 The SPP Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on the same terms and conditions.
- 1.5 All references to \$ or dollars in this Booklet are references to Australian dollars unless otherwise indicated.
- 1.6 All references to time in these SPP terms and conditions are references to Sydney time, unless otherwise indicated.

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## 2 Eligible Shareholders

- 2.1 You are an **Eligible Shareholder** who is eligible to participate in the SPP if you:
  - (a) were registered on Flight Centre's share register (**Register**) as a holder of one or more fully paid ordinary shares in Flight Centre (**Shares**) at 7.00pm (Sydney time) on Monday, 30 January 2023 (**Record Date**) with a registered address in either Australia or New Zealand; and
  - (b) are not in the United States and are not acting for the account or benefit of a person in the United States.
- 2.2 Eligible Shareholders who are "custodians" (as defined in ASIC Corporations (Share and Interest Purchase Plans Instrument 2019/547) (**Custodians**)) may participate in the SPP Offer in accordance with clauses 3.2, 3.3, 3.4, 4.4 and 7 (and the other clauses in these terms and conditions, as applicable).
- 2.3 The SPP Offer is not made to holders of Shares with a registered address outside of Australia and New Zealand.
- 2.4 The SPP Offer is being made to New Zealand shareholders in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

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### 3 Joint holders and Custodians

- 3.1 If two or more persons are registered on the Register as jointly holding Shares, they are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder, and a statement, agreement, acknowledgement, confirmation, representation, warranty, acceptance, authorisation, declaration or certification given by any of them is taken to be a statement, agreement, acknowledgement, confirmation, representation, warranty, acceptance, authorisation, declaration or certification given by all of them.
- 3.2 If a Custodian holds Shares jointly on behalf of two or more persons:
- (a) the \$30,000 limit applies jointly in relation to those persons as if the Custodian holds the Shares on behalf of a single person; and
  - (b) the Custodian is taken to have been instructed to apply for New Shares on behalf of those persons if:
    - (i) the Custodian has received such an instruction in accordance with the terms on which the Shares are held; or
    - (ii) where the terms on which the Shares are held do not cover the giving of instructions of this kind – the Custodian has received such an instruction from any of those persons.
- 3.3 Subject to these terms and conditions, Eligible Shareholders who are Custodians may participate in the SPP on behalf of each Eligible Beneficiary on whose behalf they hold Shares. Shareholders who are Custodians who hold Shares on behalf of persons in the United States, or are acting for the account or benefit of persons in the United States, are not eligible to participate in the SPP on behalf of those persons.
- 3.4 An **Eligible Beneficiary** is a person:

- (a) on whose behalf a Custodian holds Shares as at the Record Date;
- (b) who has a registered address in either Australia or New Zealand; and
- (c) who is not in the United States and is not acting for the account or benefit of a person in the United States.

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### 4 Applications for New Shares

- 4.1 Eligible Shareholders may apply under the SPP for a parcel of New Shares valued at a prescribed amount, being one of \$2,500, \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 or \$30,000 (**Application Amounts**). This Application Amount may be subject to scale back and rounding in accordance with clauses 6 and 8.
- 4.2 Eligible Shareholders who wish to apply for New Shares must do one of the following:
- (a) make a payment for the appropriate amount via BPAY® in Australian dollars in accordance with the instructions in the Application Form (your personalised Application Form may be viewed at [flightcentrespp.com](http://flightcentrespp.com)) so that it is received prior to 5.00pm (Sydney time) on the Closing Date. You **MUST** use the specific biller code and unique reference number (used to identify your holding) shown on your personalised Application Form, or your application may not be able to be reconciled and your funds may be returned to you. **If you pay by BPAY® there is no need to return your Application Form, but you will be taken to have made the statements, agreements, acknowledgements, confirmations, representations, warranties, acceptances, authorisations, declarations and certifications that are set out in the Application Form;** or
  - (b) **New Zealand Eligible Shareholders only** – make a payment for the appropriate amount in Australian dollars via EFT in accordance with the instructions on the EFT form accompanying your Application Form so

that it is received prior to 5.00pm (Sydney time) on the Closing Date. You MUST use your unique reference number provided when making payment, or your application may not be able to be reconciled and your funds may be returned to you. **If you pay by EFT there is no need to return your Application Form, but you will be taken to have made the statements, agreements, acknowledgements, confirmations, representations, warranties, acceptances, authorisations, declarations and certifications that are set out in the Application Form.**

4.3 Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$30,000.

4.4 If you wish to subscribe for New Shares as a Custodian for one or more Eligible Beneficiaries, you must also complete and submit a certificate that contains details of the participating Eligible Beneficiaries, including their name, address, the number of participating Eligible Beneficiaries, the number of Shares you hold on their behalf, and the number of New Shares or the Australian dollar amount of New Shares you have been instructed to apply for on their behalf which complies with ASIC Corporations (Share and Interest Purchase Plans Instrument 2019/547 as modified by ASIC Instrument 23-0052 (**Custodian Certificate**)) before your application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be rejected. Custodian Certificates not received by 5.00pm (Sydney time) on the Closing Date will be rejected. Custodians wishing to participate on behalf of an Eligible Beneficiary or Eligible Beneficiaries must contact [custodians@computershare.com.au](mailto:custodians@computershare.com.au) for further information about the custodian application process and for a copy of the Custodian Certificate.

4.5 If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described in clause 4.4. In this case, the rules in clause 4.3 apply.

4.6 Flight Centre and its officers and agents may accept, reduce or reject your application for New Shares in whole or in part (including by rounding down to the nearest valid Application Amount) at their absolute discretion including, without limitation, if:

- (a) your application does not comply with these terms and conditions;
- (b) it appears you are not an Eligible Shareholder or, if you are a Custodian, it appears that you are not applying on behalf of Eligible Beneficiaries;
- (c) your BPAY® payment or, if you are a New Zealand Eligible Shareholder, your payment by EFT, is not received by the Registry by 5.00pm (Sydney time) on the Closing Date;
- (d) your BPAY® payment or EFT is incomplete or invalid;
- (e) Flight Centre believes that you are applying to purchase more than \$30,000 worth of New Shares in aggregate (including as a result of Shares you hold directly, jointly or through a Custodian or nominee arrangement) or, if you are a Custodian, it appears that you are applying on behalf of an Eligible Beneficiary for more than \$30,000 worth of New Shares in aggregate or your application is not for one of the following Application Amounts:
  - (i) \$2,500;
  - (ii) \$5,000;
  - (iii) \$10,000;
  - (iv) \$15,000;
  - (v) \$20,000;
  - (vi) \$25,000; or
  - (vii) \$30,000;

- (f) payment of the application money is not submitted in Australian currency; or
  - (g) the amount of your BPAY® or EFT payment is not equal to the amount of your application, in which event Flight Centre will, in its absolute discretion:
    - (i) reject your application and refund in full your application money and not allot any New Shares to you; or
    - (ii) allot to you the number of New Shares that would have been allotted had you applied for the highest designated amount that is less than the amount of your payment and refund to you the excess of your application money.
- 4.7 If you are entitled to a refund of all or any of your application money, the refund will be paid to you, without interest, as soon as practicable by direct credit to your nominated account (as recorded with the Registry) where practicable.
- 4.8 You will not be able to withdraw or revoke your application money once you have submitted it, or change the amount of your application.
- 4.9 Flight Centre will not accept payment by cash, cheque, bank draft or money order.

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## 5 Issue Price

- 5.1 The issue price per New Share (**Issue Price**) for the SPP will be the lower of:
- (a) \$14.60 per New Share, being the price at which Placement Shares were issued under the Placement; and
  - (b) the price that is a 2.0% discount to the volume weighted average price of Shares traded on ASX on the 5 trading days up to, and including, the Closing Date (rounded down to the nearest cent).
- 5.2 The volume weighted average price will be calculated as the arithmetic average of the daily volume weighted average price of trading in Shares on the ASX

market over that period, excluding block trades, large portfolio trades, permitted trades during the pre-trading hours period, permitted trades during the post-trading hours period, out of hours trades and exchange traded option exercises.

The terms “block trades”, “large portfolio trades”, “permitted trades during the pre-trading hours period”, “permitted trades during the post-trading hours period” and “out of hours trades” have the same meaning as in the ASIC Market Integrity Rules (Securities Markets) 2017.

- 5.3 The Issue Price will be determined by Flight Centre under clause 5.1 on or shortly after the Closing Date and in any event prior to the Issue Date.
- 5.4 The current Share price can be obtained from ASX and is listed in the financial and business section of major daily newspapers circulating in Australia.
- 5.5 You agree to pay the Issue Price per New Share for the number of New Shares allocated to you in accordance with these terms and conditions.

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## 6 Calculation and issue of New Shares

- 6.1 If you apply for New Shares under the SPP, you will apply for a certain value, rather than a certain number, of New Shares. If your application is accepted, Flight Centre will divide the value of your application money by the Issue Price (as determined under clause 5.1) in order to determine the number of New Shares which, subject to scale back, will be issued to you.
- 6.2 If the calculation in clause 6.1 produces a fractional number, the number of New Shares issued to you will be rounded down to the nearest whole New Share.
- 6.3 New Shares are expected to be issued on Monday, 13 March 2023 (**Issue Date**).
- 6.4 New Shares issued under the SPP will rank equally in all respects with existing Shares as at the Issue Date, and therefore will carry the same voting

- rights, dividend rights and other entitlements as existing Shares.
- 6.5 Flight Centre will apply to ASX for quotation of New Shares. It is anticipated that New Shares will be quoted on ASX immediately after their issue.
- 6.6 The Registry is expected to send holding statements in respect of the New Shares issued under the SPP on or around Wednesday, 15 March 2023.
- (f) acknowledge that no interest will be paid on any application money held pending the issue of New Shares or subsequently refunded to you for any reason;
- (g) acknowledge that Flight Centre and its officers and agents are not liable for any consequences of the exercise or non-exercise of discretions referred to in these terms and conditions;
- (h) agree to pay the Issue Price per New Share up to the maximum of:

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## 7 Effect of applying to participate

- 7.1 By making a payment via BPAY® or EFT or otherwise returning an Application Form, you (on your own behalf and on behalf of each person for whose account you are acting, if applicable):
- (a) are deemed to have accepted the SPP Offer and you irrevocably and unconditionally agree to the terms and conditions of the SPP and the terms and conditions of the Application Form (including, without limitation, the section of the Application Form titled “Important Information”), and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
- (b) acknowledge that you have read these SPP terms and conditions in full;
- (c) warrant that all details and statements in your application are true and complete and not misleading or deceptive or likely to mislead or deceive (including by omission);
- (d) agree that your application will be irrevocable and unconditional (that is, it cannot be withdrawn) and that there is no cooling off period;
- (e) warrant that you are an Eligible Shareholder and are eligible to participate in the SPP, and agree to provide any requested substantiation of your eligibility to participate in the SPP and of your holding of Shares on the Record Date;
- (i) the value you have selected on the Application Form;
- (ii) the maximum value of your BPAY® payment; or
- (iii) if you are a New Zealand Eligible Shareholder, the maximum value of your EFT payment,
- (as determined by Flight Centre in its absolute discretion);
- (i) acknowledge and agree that:
- (i) you are not in the United States and are not acting for the account or benefit of a person in the United States (in the event that you are acting for the account or benefit of a person in the United States, you are not participating in the SPP in respect of that person);
- (ii) the New Shares have not been, and will not be, registered under the US Securities Act and, accordingly, may not be offered or sold, directly or indirectly, in the United States;
- (iii) you have not, and will not, send, release or distribute this Booklet or any materials relating to the SPP to any person in the United States;
- (iv) if in the future you decide to sell or otherwise transfer the New Shares, you will only do so in standard brokered transactions on ASX, where neither you nor any person acting on your behalf

- knows, or has reason to know, that the sale has been pre-arranged with, or the purchaser is, a person in the United States; and
- resulted in you holding beneficial interests in the Shares,
- even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;
- (v) if you are acting as a trustee, nominee or Custodian, each beneficial holder on whose behalf you are participating in the SPP is resident in Australia or New Zealand, and you have not sent this Booklet, or any materials relating to the SPP to any person outside of Australia and New Zealand;
- (k) if you are a Custodian and are applying on behalf of an Eligible Beneficiary on whose behalf you hold Shares, you must provide a duly completed Custodian Certificate in the form provided to you by the Registry and you certify, acknowledge and agree that:
- (j) if you are applying for New Shares on your own behalf (and not as Custodian), certify, acknowledge and agree that:
- (i) you are not applying for New Shares with an aggregate application price of more than \$30,000 (including any New Shares which a Custodian has applied to purchase on your behalf under the SPP); and
- (ii) the aggregate application price for the following does not exceed \$30,000:
- (A) the New Shares the subject of the application;
- (B) any other Shares applied for by you under the SPP;
- (C) any Shares issued to you under any similar arrangement to the SPP in the 12 months before the application;
- (D) any other New Shares which you instruct a Custodian to acquire on your behalf under the SPP; and
- (E) any other Shares issued to a Custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by you to the Custodian or another Custodian and which
- (i) you are a Custodian (as that term is defined in ASIC Corporations (Share and Interest Purchase Plans Instrument 2019/547));
- (ii) you held Shares on behalf of the Eligible Beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the Eligible Beneficiary was provided with a copy of this Booklet before giving such instruction;
- (iii) you are not applying for New Shares on behalf of any Eligible Beneficiary with an aggregate application price of more than \$30,000 under the SPP (or any similar arrangement offered by Flight Centre in the preceding 12 months);
- (iv) you will provide any requested substantiation of your eligibility to participate in the SPP and of your holding of Shares on the Record Date (and will also provide any requested substantiation of the eligibility of your participating beneficiaries to participate in the SPP);
- (v) you agree to certify to Flight Centre in writing the matters required by ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 as set out in the Custodian Certificate; and

- (vi) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading or deceptive or likely to mislead or deceive (including by omission);
  - (l) accept the risks associated with any refund that may be dispatched to you by direct credit;
  - (m) agree to be bound by the constitution of Flight Centre (as amended and as it may be amended from time to time in the future);
  - (n) represent that you are in compliance with all relevant laws and regulations;
  - (o) acknowledge that Flight Centre may vary the timetable set out in this Booklet in its absolute discretion, including by lodging a revised timetable with ASX;
  - (p) acknowledge that the market price of Shares may rise or fall between the date of the SPP Offer and the Issue Date and that the Issue Price you pay for New Shares may exceed the market price of Shares on the Issue Date;
  - (q) acknowledge that there are risks associated with acquiring and holding Shares, including those described in the Investor Presentation;
  - (r) agree that you will confirm your holding before trading in any New Shares you believe have been allotted to you under the SPP Offer;
  - (s) acknowledge that none of Flight Centre or its subsidiaries or any of their respective directors, officers, employees, partners, consultants, contractors, agents, representatives or advisers has provided you with any financial product, legal, investment or taxation advice in relation to the SPP, or has any obligation to provide such advice;
  - (t) authorise Flight Centre and its officers and agents to do anything on your behalf necessary for New Shares to be issued to you in accordance with these terms and conditions and to register you as the holder(s) of New Shares issued to you;
  - (u) acknowledge that Flight Centre may at any time and in its absolute discretion determine that your application is valid, in accordance with the terms and conditions of the SPP, even if the Application Form is incomplete, contains errors or is otherwise defective;
  - (v) authorise Flight Centre and its officers and agents to correct minor or easily rectified errors in, or omissions from, your Application Form and to complete the Application Form by the insertion of any missing minor detail; and
  - (w) declare that you are at least 18 years of age and have full legal capacity and power to perform all your rights and obligations in respect of the SPP Offer.
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- ## 8 Scale back
- 8.1 Flight Centre may, in its absolute discretion, undertake a scale back of applications for New Shares to the extent and in the manner it sees fit (including by taking into account, among other factors, the size of your shareholding as at the Record Date). A “scale back” is a reduction in the number of New Shares issued (compared to the number applied for).
  - 8.2 If there is a scale back, you may receive less than the parcel of New Shares for which you have applied (if any).
  - 8.3 If a scale back produces a fractional number of New Shares when applied to your parcel, the number of New Shares you will be allotted will be rounded up to the nearest whole number of New Shares.
  - 8.4 If there is a scale back, the difference between the application money received from you, and the number of New Shares allocated to you multiplied by the Issue Price, will be refunded to you without interest.
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- ## 9 Dispute resolution
- 9.1 Flight Centre may settle, in any manner it deems appropriate, any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the



operation of the SPP whether generally or in relation to any participant or any application for New Shares, and its decision will be conclusive and binding on all participants and other persons to whom the determination relates.

- 9.2 The powers of Flight Centre under these terms and conditions may be exercised by the directors of Flight Centre or any delegate or representative of them or the senior officers of Flight Centre.

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## 10 Variation and termination

- 10.1 Flight Centre reserves the right at any time to:
- (a) amend or vary these terms and conditions;
  - (b) waive strict compliance with any provision of these terms and conditions;
  - (c) withdraw the SPP Offer or suspend or terminate the SPP Offer;
  - (d) vary the timetable for the SPP, including the Closing Date; and
  - (e) not accept an application, not issue New Shares, or issue New Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of one or more Eligible Beneficiaries).
- 10.2 Any such amendment, variation, waiver, suspension, withdrawal, non-acceptance or termination will be binding on some or all Eligible Shareholders and other persons in Flight Centre's absolute discretion even where Flight Centre does not notify you of that event.
- 10.3 In the event that the SPP is withdrawn or terminated, all of your application money will be refunded to you. No interest will be paid on any money returned to you.

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## 11 Privacy policy

- 11.1 Chapter 2C of the Corporations Act requires information about a securityholder (including your name, address and details of the securities you hold) to be included in the public register

of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a securityholder.

- 11.2 Flight Centre and the Registry may collect personal information to process your application, implement the SPP and administer your holding of Shares. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to holders of Shares) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- 11.3 The personal information Flight Centre and the Registry collects in relation to shareholders may include the name, address, other contact details, bank account details and details of their holdings of Shares.
- 11.4 Flight Centre collects and processes personal information in accordance with its Privacy Policy available at <https://help.flightcentre.com.au/s/article/privacy-policy-au#FeedbackComplaintsSubjectAccessRequestsContact>. In addition to the potential third party disclosures set out in Flight Centre's Privacy Policy, your personal information may be disclosed to joint investors, the Registry, securities brokers, third party service providers (including print and mail service providers, technology providers and professional advisers), related entities of Flight Centre and its agents and contractors, and ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.
- 11.5 Under the Privacy Act 1988 (Cth), you may request access to your personal information held by (on behalf of) Flight Centre or the Registry, subject to certain

exemptions under law. A fee may be charged for access. You can request access to your personal information or obtain further information about Flight Centre's privacy management practices by accessing Flight Centre's Privacy Policy at <https://help.flightcentre.com.au/s/article/privacy-policy-au#FeedbackComplaintsSubjectAccessRequestsContact>.

- 11.6 The main consequence of not providing the personal information outlined in clauses 11.1 to 11.4 would be that Flight Centre may be hindered in, or prevented from, processing applications, and from conducting and implementing the SPP.
- 11.7 Computershare Investor Services Pty Ltd's privacy policy is available on its website: <https://www.computershare.com/au/privacy-policies>.

- 14.2 The terms and conditions of the SPP prevail to the extent of any inconsistency with the Application Form.

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## 12 Costs of participation

- 12.1 Flight Centre will not charge any brokerage, commissions or other transaction costs in respect of the application for, and allotment of, New Shares under the SPP.

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## 13 Underwriting

- 13.1 The SPP is not underwritten. Flight Centre gives no assurance or guarantee as to how much will be raised under the SPP.

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## 14 Governing law

- 14.1 These terms and conditions are governed by the laws in force in New South Wales. Any dispute arising out of, or in connection with, these terms and conditions, or the SPP Offer, will be determined by the courts of New South Wales. By accepting the SPP Offer, you agree to submit to the exclusive jurisdiction of the courts in New South Wales. Other terms and conditions, and rights and obligations in respect of Shares, are contained in the constitution of Flight Centre.

For more information, please contact Flight Centre's share registry, Computershare Investor Services Pty Ltd (the **Registry**), from 8.30am to 5:00pm Monday to Friday (excluding public holidays) on 1300 916 982 (callers within Australia) or +61 3 9415 4875 (callers outside Australia).