

OVERVIEW-FARE REFUND

- The person seeking to cancel the reservation for flight(s) and request a refund under the Program must:
 - involuntarily lose his/her full time job on or after February 17, 2009.
 - be aged 18 or older as of February 17, 2009.
 - be a traveler on the reservation/itinerary for which a refund is sought; and
 - have personally paid for the travel for which a refund is sought.
- The Program ends December 31, 2009.
- The Program applies to new air-only JetBlue flight purchases made between February 1, 2009 and December 31, 2009 ("Flight Booking Window").
- The Program applies only to un-flown flights that are U.S.-originating oneway or roundtrip. Does not apply to code-share or interline travel.
- The Program does not apply to changes to existing travel, flights purchased after December 31, 2009, or flights purchased within the Flight Booking Window but changed after December 31, 2009.
- A request for a refund under the Program must be received by fax by JetBlue no less than fourteen (14) days prior to the scheduled departure date of your outbound flight. The original documents must be mailed and received by JetBlue no later than the departure date of the outbound flight.

INSTRUCTIONS

To request a refund under the JetBlue Promise Program:

- 1 Review, understand, and agree with Program Terms included with this pdf and incorporated herein. Note, Terms are also included on the Program landing page at www.jetblue.com/promiseprogram.
- 2 Review, understand, and agree with statements in the Eligibility Letter.
- 3 Complete all requested information on the Eligibility Letter, as indicated by a blue highlighted mark.
- 4 Sign the Eligibility Letter and have your signature notarized by a notary public in your State of Residence. By signing the Eligibility letter, you are agreeing to the statements in the Eligibility Letter and the Program Terms.
- 5 Fax AND mail the following documents to the numbers/address below:

- (a) Program Terms; and
- (b) Original signed and notarized Eligibility Letter.

Note, documents must be sent via certified mail, return receipt requested. Facsimile must be received by JetBlue no less than fourteen (14) days prior to scheduled departure date of your outbound flight. The original documents must be received by JetBlue no later than the departure date of the outbound flight.

Fax Number: 801-365-2440 Attn: JetBlue Promise Program
Mail Address: JetBlue Airways Corporation
PO Box 17435
Salt Lake City, UT 84117
Attn: JetBlue Promise Program

FARE REFUND PROGRAM TERMS (ALSO REFERRED TO HEREIN AS “TERMS”)

Note – These Program Terms Must Be Returned With the Eligibility Letter

Program ends December 31, 2009. Eligibility: Program applies to new air-only JetBlue flight purchases made between February 1, 2009 and December 31, 2009. (“Flight Booking Window”). Program applies only to un-flown flight segments that are U.S.-originating o/w or r/t. Does not apply to code-share or interline travel. Does not apply to changes to existing travel, flights purchased after December 31, 2009, or flights purchased within Flight Booking Window but changed after December 31, 2009. Person seeking to cancel reservation for flight(s) and request a refund under the Program (“Requestor” or “You”) must (1) involuntarily lose his/her full time job on or after February 17, 2009, (2) be aged 18 or older as of the date of this Program, (3) be a traveler on the reservation/itinerary for which a refund is sought; and (4) have personally paid for the travel for which a refund is sought. **Other restrictions apply. Please review this entire document for complete information and terms of the Program. Qualifying Job Loss: Job loss must be involuntary.** Full time job is defined as working at least 30 hours per week for a single employer. Freelance and/or self-employed individuals are not eligible. JetBlue reserves the right in its sole discretion to require Requestor to provide additional proof of eligibility, including for example documentation substantiating the involuntary loss of Requestor’s job and the eligibility of such job under the terms of this Program. JetBlue may require that such additional documentation be signed and notarized by Requestor. JetBlue has the sole discretion to determine whether a job loss qualifies under this Program. **Processing and Fulfilling Request:** Requestor must agree to, complete, sign, notarize and return these Terms and the original Eligibility Letter to JetBlue via (a) facsimile **AND** (b) via certified mail, return receipt requested. The facsimile must be received **NO LATER THAN 14 DAYS PRIOR TO SCHEDULED DEPARTURE DATE OF OUTBOUND FLIGHT.** The original Eligibility Letter sent via certified mail must be received no later than the departure date of the outbound flight. Failure to do so will make Requestor ineligible for refund. Flights that are available for reimbursement as a business expense are not eligible for this Program. Refund will apply for up to nine customers (including Requestor) per eligible reservation. Upon receipt of an executed Eligibility Letter via facsimile, JetBlue will immediately cancel the flights for which Requestor seeks a refund prior to an eligibility determination. Note, by submitting an Eligibility Letter and requesting cancellation and a refund, JetBlue will automatically cancel your flight regardless of whether you are eligible. JetBlue will then evaluate Your request for eligibility and, subject to JetBlue’s confirmation that Requestor is eligible and has satisfied the requirements of this Program, JetBlue will process request within approximately 30 days of receipt by JetBlue of Eligibility Letter. Refunds will be returned to the Requestor’s original form of payment. If JetBlue determines, in its sole discretion that a job loss does not qualify under this Program JetBlue will cancel the flight(s) for which Requestor seeks cancellation, charge a \$100 cancellation fee and place any remaining amount in a voucher/credit shell, valid toward future air-only transportation on JetBlue for up to one year. Refunds are available for air-only flight purchases made via JetBlue.com, via 1-800-JetBlue, or via third-party websites. Refund will include base fare and taxes and fees applicable to airfare. Refund will not include telephone booking fee as may be paid to JetBlue, or GDS booking fee paid to third party websites. Program does not apply to corporate travel program bookings, group bookings, JetBlue Getaways, JetBlue Cruises, code-share/interline travel, cars, hotels or Shop Blue. Program does not apply to non-revenue travel or flights booked and/or purchased with the following forms of payment: gift cards, vouchers, TrueBlue Award Travel, or Travel Certificates. **Disputes/Class Action Waiver/Limitation of Liability/Venue/General:** JetBlue is not responsible for errors or failures in delivery or receipt of Eligibility Letters or other documents relating to the Program. JetBlue is not responsible for computer or fax machine errors. By participating in this Program, Requestor agrees that JetBlue and its subsidiary, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (“Released Parties”) are not responsible for any inability to confirm any Requestor’s eligibility as a result of (a) lost, misdirected, postage-due, illegible or incomplete Eligibility Letters or any Eligibility Letters that for any reason are not received by JetBlue in accordance with the terms and deadlines of this Program; (b) lost, interrupted, or unavailable network, server, or other connections, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, that interfere with the processing of Eligibility Letters or verification of eligibility. Requestor further agrees that the Released Parties shall not be responsible for any and all liability related to this Program. Requestor further agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to the purchase price of the JetBlue flight(s) for which a refund was sought by Requestor and in no event shall it include attorneys fees, or with respect to non-Requestors, the actual out-of-pocket costs incurred for the JetBlue flight but in no event expenses incidental to the JetBlue flight (e.g., hotel costs, non-air travel expenses, food, vacation packages, etc.) or attorneys’ fees; and (c) under no circumstances will any person be permitted to obtain any award for, and Requestor hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of this Program or these Terms, or the rights and obligations under this Program or these Terms shall be governed by, and construed in accordance with the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Program or relating to these rules shall be instituted only in the federal or state courts located in the State of New York, County of New York, and Requestor consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Terms. Requestor agrees to indemnify, defend and hold harmless JetBlue from and against any and all claims by or from third parties that arise under or relate in any way to the Program, including but not limited to claims by passengers on Requestor’s itinerary for whose travel Requestor cancels. JetBlue reserves the right to cancel, terminate or suspend this Program or any part of this Program should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Program as determined by JetBlue in its sole discretion. JetBlue reserves the right to disqualify any Requestor if, at its sole discretion, JetBlue finds such Requestor has attempted, whether by collusion or otherwise, to fraudulently obtain a refund through this Program knowing that he or she is ineligible or not in compliance with the Terms of this Program in any way. Any person attempting to defraud JetBlue in connection with this Program in any way will be ineligible and may be prosecuted to the full extent of the law. Any failure by JetBlue to enforce any of these Terms shall not constitute a waiver of such Terms. The captions in these Terms are for convenience of reference only and are not intended as a summary of such sections and do not affect, limit, modify, or construe the contents of these Terms.



ELIGIBILITY LETTER-FARE REFUND

NOTE –BY SIGNING BELOW, YOU ARE AGREEING TO THE STATEMENTS IN THIS LETTER AND THE TERMS OF THIS PROGRAM, WHICH ARE ATTACHED HERETO AND FULLY INCORPORATED HEREIN SO AS TO BE A PART OF THIS ELIGIBILITY LETTER (THE TERMS ARE ALSO AVAILABLE AT jetblue.com/promiseprogram).

VIA FAX AND CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Fax Number: 801-365-2440 Attn: JetBlue Promise Program

TO: JetBlue Airways Corporation
Attn: JetBlue Promise Program
PO Box 17435
Salt Lake City, UT 84117

My name and address are _____ . My itinerary number is _____ .

By submitting this Eligibility Letter and by signing below, I certify that I expressly agree to each and every Term governing the Program as set forth in the Terms, which are attached to this Eligibility Letter and are incorporated as a part of this Eligibility Letter, whether or not any particular term is repeated in this Eligibility Letter. I understand that I can also review the Terms of the Program at any time prior to December 31, 2009 by visiting www.jetblue.com/promiseprogram.

I have read and understood the Terms that apply to this Program, which are attached to this Letter. I hereby certify under penalty of perjury that each and every statement in this Letter by me is true and accurate to the best of my knowledge:

- 1. I have satisfied and complied with all the eligibility provisions and other requirements and limitations set forth in the Terms.
- 2. I am the individual who booked the reservations and paid for the flights on the itinerary. I represent that the flights are not eligible for reimbursement through my job or business. I am requesting that JetBlue cancel Flight(s) _____ and I am requesting a refund for these flight(s) for the following customers on the itinerary (note, maximum of nine (9) customers on single itinerary qualify for refund – note names below):

- | | |
|----------|----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | |

I understand that JetBlue will, upon receipt of the facsimile of this Eligibility Letter, cancel these flights regardless of whether I am ultimately determined to be eligible for the Program.

- 3. On _____, I involuntarily lost my full time job, at which I worked a minimum of thirty (30) hours per week.
- 4. I understand and expressly agree that JetBlue has the sole discretion to determine whether my job loss qualifies for the Program. I waive the right to challenge this Program through a class action proceeding.

NOTARY SEAL

[Name]

[Name]