

WEATHER OR NOT GETAWAYS PROTECTION



JETBLUE GETAWAYS HURRICANE PROGRAM TERMS

1. OVERVIEW. The JetBlue Getaways Hurricane Program exists to provide each of our customers with the opportunity to cancel their JetBlue Getaways vacation package reservation in the event it is disrupted by the occurrence of a hurricane at their travel destination. The Program has two components, as discussed in more detail below: (1) the Pre-Departure Refund, which offers a full refund to customers who cancel before the scheduled departure of their outbound flight, and (2) the Post-Departure Credit, which offers certain hotel and flight credits to customers who cancel after the scheduled departure of their outbound flight. **By requesting cancellation of Your JetBlue Getaways vacation package under the Program, You agree to be bound by these Terms without modification. Restrictions apply to the Program; please review this entire document for complete information and terms of the Program.**

2. DEFINITIONS. The capitalized terms used in these Terms have the following definitions:

- a. "Terms" mean the terms and conditions of the Program, as set forth herein.
- b. "Program" means the JetBlue Getaways Hurricane Program.
- c. "Refund" or "Pre-Departure Refund" means a refund granted for a JetBlue Getaways vacation package that is cancelled prior to departure of the outbound flight on the package.
- d. "Credit" or "Post-Departure Credit" means a credit granted for a JetBlue Getaways vacation package that is cancelled after the departure of the outbound flight on the package.
- e. "Hotel Credit" means a Credit that may be applied towards hotel night(s) on a future JetBlue Getaways vacation package at the same Participating Hotel as the cancelled vacation package.
- f. "Flight Credit" means a Credit that may be applied towards flight(s) on a future JetBlue Getaways vacation package to the same destination as the cancelled vacation package.
- g. "Booking Window" means the period of time between December 5, 2008 and November 8, 2009.
- h. "Travel Window" means the period of time between September 1, 2009 and November 13, 2009.
- i. "You" or "Your" means the person requesting cancellation of a JetBlue Getaways vacation package under the Program.
- j. "Participating Hotels" mean the following JetBlue Getaways hotels, which may be revised by JetBlue in its sole discretion at any time, without notice to You:

Bermuda

The Fairmont Hamilton Princess
The Fairmont Southampton

Cancun Riviera Maya

Azul Beach Hotel, All Inclusive
El Dorado Maroma, All Inclusive
El Dorado Royale, All Inclusive
El Dorado Seaside Suites, All Inclusive
Grand Palladium Riviera Resort and Spa, All Inclusive
Omni Puerto Aventuras Beach Resort
Hotel Marina El Cid Spa and Beach Resort Riviera Maya, All Inclusive
Dreams Puerto Aventuras Resort & Spa, All Inclusive
Barcelo Maya and Caribe Beach Resort, All Inclusive
The Reef Playacar, All-Inclusive

Cancun Hotel Zone

Cancun Caribe Park Royal Grand
Bel Air Collection Hotel and Spa Cancun

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Hyatt Regency Cancun
Omni Cancun Hotel and Villas
JW Marriott Cancun Resort and Spa
CasaMagna Marriott Cancun Resort
Holiday Inn Cancun Arenas, All Inclusive

Montego Bay, Jamaica

Sunset Beach Resort and Spa Montego Bay, All Inclusive
Sunset at the Palms Resort and Spa Negril, All Inclusive
Grand Palladium Jamaica Resort and Spa, All Inclusive
Grand Palladium Lady Hamilton Resort and Spa, All Inclusive
Grand Palladium White Sand Resort and Spa, All Inclusive
The Ritz-Carlton Golf and Spa Resort, Rose Hall, Jamaica

Nassau, Bahamas

Sheraton Nassau Beach Resort
Paradise Island Harbour Resort, All Inclusive
Comfort Suites Paradise Island

San Juan, Puerto Rico

The Ritz-Carlton San Juan Hotel, Spa & Casino
Rio Mar Beach Resort & Spa, a Wyndham Grand Resort
Caribe Hilton San Juan
Four Points by Sheraton Resort and Casino at Palmas del Mar, Puerto Rico
Courtyard by Marriott Isla Verde Beach Resort

St. Maarten

Grand Case Beach Club
Radisson St. Martin Resort, Marina and Spa
Alamanda Resort
Caraibes Beach Hotel
Esmeralda Resort
Hotel La Plantation
L'Hoste Hotel

k. "Hurricane Travel Alert" means a travel alert issued by JetBlue in the event a hurricane substantially impacts JetBlue's flight operations to or from certain destination(s).

3. ELIGIBILITY. The Program applies to JetBlue Getaways vacation package purchases made during the Booking Window, for travel occurring during the Travel Window. The Program does not apply to vacation packages purchased outside the Booking Window, vacation packages purchased within the Booking Window but changed after the Booking Window, or vacation packages that take place outside the Travel Window. You, in addition to satisfying all the other terms and conditions of the Program, must: (1) have purchased Your JetBlue Getaways vacation package within the Booking Window for travel to a Participating Hotel within the Travel Window, (2) be aged 18 or older as of the date of purchase, (3) be a traveler on the reservation for which cancellation under the Program is sought; and (4) have personally paid for the travel for which cancellation under the Program is sought.

4. PRE-DEPARTURE REFUNDS. If You seek to cancel Your vacation package under the Program before the scheduled departure of Your outbound flight, You may be eligible to (1) cancel Your vacation package without incurring cancellation fees, and (2) receive

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a Refund for the full purchase price of Your cancelled vacation package. To be eligible for a Refund, you must (1) be scheduled to depart for Your vacation within three days after JetBlue issues a Hurricane Travel Alert that covers Your vacation destination, and (2) request a Refund prior to the scheduled departure of Your outbound flight. Refunds issued under this Program will include the full price paid for Your vacation package, inclusive of taxes and fees collected and any telephone booking fee as paid to JetBlue and charges for add-on services, with the exception of travel insurance. Refunds will be made in the same form of payment with which the vacation package was purchased.

5. POST-DEPARTURE CREDITS. If You seek to cancel Your vacation under the Program after the scheduled departure of Your outbound flight, You may be eligible to (1) be reaccommodated, subject to availability, on an earlier JetBlue return flight without incurring change fees, (2) receive a Hotel Credit for the unused number of nights of Your hotel stay (if any), to be applied to a future JetBlue Getaways vacation to the same Participating Hotel, and (3) receive a Flight Credit of \$100 per person to be applied to the flight portion of a future JetBlue Getaways vacation to the same destination city. To be eligible for a Credit, You must (1) have departed on Your outbound flight at the time JetBlue issues a Hurricane Travel Alert that covers Your vacation destination, and (2) change your reservation to return early from Your vacation as a result of the Travel Alert, and (3) request a Credit within fourteen days of boarding the flight on which you are reaccommodated. Credits issued under this Program will not include taxes and fees collected on Your vacation package purchase, or any telephone booking fee as paid to JetBlue. Credits will be granted only for hotel and airfare as set forth herein, and will not be granted for any other fees or charges, including but not limited to charges for add-on services such as travel insurance, ground transfers, car rentals, or admissions to local attractions. Credits will not include any monetary refund.

6. HURRICANE TRAVEL ALERTS. To determine whether a Hurricane Travel Alert that covers Your vacation destination is in effect, visit www.jetblue.com and, if a red link labeled "Travel Alert" appears at the top of the page, click on the link. This link will direct You to a webpage describing the details of the travel alert, including whether the travel alert is a Hurricane Travel Alert and, if so, what destination cities are covered by the Hurricane Travel Alert. A Hurricane Travel Alert becomes effective once posted on this webpage, and remains in effect for the duration so posted. JetBlue will determine, in its sole discretion, all aspects of any Hurricane Travel Alert issued under this Program, including but not limited to whether a Hurricane Travel Alert is issued, what destinations are covered by a Hurricane Travel Alert, and the duration of a Hurricane Travel Alert.

7. REQUESTING A REFUND/CREDIT. All requests for cancellation of a vacation package and issuance of a Refund or Credit under the Program must be made by calling 1-800-JETBLUE, option 3 if located in Nassau, Bahamas or San Juan, Puerto Rico; 1-800-861-3372 if located in Mexico; 1-801-365-2583 if located in St. Maarten; 1-800-884-9616 if located in Bermuda; 1-800-963-3014 if located in Jamaica. Requests may not be submitted in any other manner, including online or by email. Your request for a Refund or Credit under the Program will be approved or denied at the time of Your call; however, your Refund or Credit may be issued up to fourteen (14) after approval of Your request. For Your request to be approved, JetBlue must be able to verify at the time of Your call that Your request for a Refund or Credit meets all requirements of these Terms. JetBlue reserves the right to deny any requests that cannot be reasonably verified or that do not meet the all requirements set forth herein. If JetBlue determines in its sole discretion that Your request does not qualify under this Program and You elect to cancel Your vacation package purchase nonetheless, the standard cancellation provisions of the JetBlue Getaways Terms and Conditions will apply.

8. USE OF A CREDIT. Credits may be applied toward a future JetBlue Getaways vacation package that is booked after the Credit issue date. Credits may be used only toward newly-booked vacation packages and may not be applied to existing travel or changes to travel. Hotel Credits may be applied only towards the hotel component of a future JetBlue Getaways vacation package to the same Participating Hotel in the same room category as on Your cancelled vacation package. One Hotel Credit will be issued in Your name for each unused hotel night on Your cancelled vacation package, and may be redeemed by You for one night at the same Participating Hotel. Hotel Credits may not be available during peak periods or blackout dates. In the event the hotel booked on your cancelled vacation package is no longer a Participating Hotel at the time you seek to redeem your Hotel Credit,

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Your Hotel Credit will be forfeited, or JetBlue, in its sole discretion, may apply the Credit to an alternate Participating Hotel of similar quality in the same destination area. Flight Credits may be applied only towards the airfare component of a future JetBlue Getaways vacation package to the same destination as Your cancelled vacation package. One Flight Credit per traveler on Your cancelled itinerary will be issued in Your name, and may be redeemed for \$100 off air travel for that traveler or an alternate traveler on Your future JetBlue Getaways vacation package. Limit one Flight Credit per traveler. The value of each Hotel Credit and each Flight Credit will be deducted from the hotel component and flight component, respectively, of the total package price, and any amount that may remain on any Credit will be forfeited. In the event the total package price or any component thereof exceeds Your available Credit value, You will be responsible for paying the price difference. Each Credit is valid for one year from date of issue, and all travel booked with the Credit must be completed prior to the Credit's expiration date. If travel booked with a Credit is cancelled or changed to include travel after the Credit's expiration date, the Credit will be forfeited and You will be responsible for any applicable package price difference and the applicable change fee of \$100. Credits may be redeemed for travel only for the individual in whose name they were issued. Credits are non-transferable and any attempt to transfer a Credit will result in forfeiture. Credits may not be redeemed for cash, may not be combined with any other offers, and may not be used toward the purchase of a JetBlue Gift Card, JetBlue Cruise, or air-only travel on JetBlue. Credits are not valid for use on codeshare or interline partner airlines. Reservations made using a Credit must be booked by calling 1-800-JETBLUE. Redemption of Credits for future travel is subject to availability. Blackout dates apply and travel may be capacity-controlled. Blackout dates include but are not limited to: November 1–4, 2009; November 24–29, 2009; December 19, 2009–January 5, 2010; February 12–February 29, 2010; April 1–April 15, 2010; July 4–July 5, 2010; Saturdays/Sundays between July 17–August 15, 2010; November 25–26, 2010; December 21, 2010–January 4, 2011, except with regards to hotels in Bermuda. For hotels in Bermuda, blackout dates include November 28–29, 2009; December 19, 2009–January 5, 2010; August 21–30, 2010; September 9, 2010; October 4–17, 2010; November 5, 2010, November 25–26, 2010; December 21, 2010–January 4, 2011. Unused room nights cannot be applied to Monday–Thursday travel.

9. OTHER RESTRICTIONS. The Program does not apply to corporate travel program bookings, group bookings, JetBlue air-only bookings, JetBlue Cruises, code-share/interline travel, cars, hotels or ShopBlue. The Program does not apply to non-revenue travel, including but not limited to TrueBlue Award Travel, or flights booked and/or purchased with the following forms of payment: gift cards, vouchers, or Travel Certificates. JetBlue is not responsible for call center inaccessibility or phone, connectivity, computer or fax machine errors. By participating in the Program, You agree that JetBlue and its subsidiary, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons ("Released Parties") are not responsible for (1) any inability to confirm Your eligibility for a Refund or Credit under the Program as a result of incomplete or ineligible requests not received by JetBlue in accordance with the Terms of the Program; (2) lost, interrupted, or unavailable network, server, or other connections, or for any failed telephone or computer hardware or software; or (3) any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, that interfere with the processing of requests for a Refund or Credit or verification of eligibility. You further agree that the Released Parties shall not be responsible for any and all liability related to this Program. You further agree that (1) 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; (2) any and all claims, judgments and awards shall be limited to the purchase price of the JetBlue Getaways vacation package(s) for which a Refund or Credit was sought by You and in no event shall it include attorneys fees, or with respect to travelers other than You, the actual out-of-pocket costs incurred for the JetBlue Getaways vacation package(s) but in no event expenses incidental to the vacation package(s) (e.g., non-air travel expenses, food, rental cars, etc.) or attorneys' fees; and (3) under no circumstances will any person be permitted to obtain any award for, and You hereby waive 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 the Program or these Terms, or the rights and obligations under the 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 the Program or relating to these rules shall be instituted only in the federal or state courts located in the State of New York,

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County of New York, and You consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Terms. You agree 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 Your itinerary for whose travel You cancel. JetBlue reserves the right to cancel, terminate or suspend the Program or any part of the 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 the Program as determined by JetBlue in its sole discretion. JetBlue reserves the right to disqualify You if, at its sole discretion, JetBlue finds that You have attempted, whether by collusion or otherwise, to fraudulently obtain a Refund or Credit through the Program knowing that You are ineligible or not in compliance with the Terms of the Program in any way. Any person attempting to defraud JetBlue in connection with the 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. © 2009 JetBlue Airways.