

# JetBlue Airways Contract of Carriage

*(Revised, January 2010)*

Domestic transportation and international transportation by JetBlue Airways Corporation (“Carrier”) is subject to the following terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties, government regulations, and tariffs on file with the Department of Transportation. If your itinerary involves travel on a flight operated by a JetBlue codeshare partner, please see Section 35 for different terms that may apply to your codeshare flight. If your itinerary involves travel on a flight operated by a JetBlue interline partner, please see Section 36. By making a reservation or accepting transportation on Carrier, the passenger agrees to be bound by all of the following terms and conditions.

## 1. Definitions

**Assistive Device** refers to any piece of equipment that assists an Individual with a Disability to cope with the effects of his or her disability, and may include medical devices and medications.

**Battery-Powered Mobility Aid** refers to an assistive device used by individuals with mobility impairments such as a wheelchair, scooter or a Segway when it is used as a mobility device by a person with a mobility-related disability

**Carriage** refers to the transportation of passengers and/or baggage by air, together with any related services of Carrier in connection with such transportation.

**Carrier** means JetBlue Airways Corporation.

**Controllable Irregularity** as used in Section 37, means a delay, cancellation or diversion that is not caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of the subsequent event(s) reasonably related to the original irregularity shall be deemed an Uncontrollable Irregularity.

**Convention** means, whichever of the following applies:

Convention for the Unification of Certain Rules Relating to International Carriage By Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").

Warsaw Convention, as Amended at the Hague, 1955 ("Hague Protocol").

Warsaw Convention, as Amended at the Hague, 1955 and by Protocol No. 4 of Montreal, 1975 ("Montreal Protocol No. 4").

Convention for the Unification of Certain Rules for International Carriage By Air done at Montreal 1999 ("Montreal Convention").

**Credit** shall mean a credit in a specified dollar amount valid for one (1) year from the date of issuance. A Credit must be used (travel booked and flown) within the one (1) year from date of issuance. Credits are non-transferable unless otherwise stated herein.

**Departure Delay**, as used in Section 37, means a delay prior to pushback from the Gate.

**Direct Threat** means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

**Emotional Support Animal or Psychiatric Service Animal** refers to an animal that is shown by documentation to be necessary for the emotional well being of a Qualified Individual with a Disability or to provide assistance to such person.

**Force Majeure Event** means an event(s) outside of JetBlue's reasonable control and includes, but is not limited to, weather conditions; acts of government or airport authorities (e.g., Air Traffic Control Delays, runway closures, airport construction); acts of God; U.S. military or airlift emergency or substantially expanded U.S. military airlift requirements, as determined by the U.S. government; grounding of a substantial number of aircraft as a result of activation of the U.S. Civil Reserve Air Fleet; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft caused by a third-party; emergency situation requiring care, protection or response to protect person or property or any event that is not reasonably foreseen, predicted or anticipated by JetBlue.

**Gate** means either where a plane loads or deplanes Passengers into a terminal building via a jetbridge or, in the case of a hardstand, via a people mover, bus, or air stairs.

**Ground Delay**, as used in Section 37 shall mean a delay involving a flight that, in the case of departures, has boarded and pushed back from the gate but that is not in air and, in the case of arrivals, has landed but has not yet arrived at a gate. This does not include flights that were diverted or forced to make an unscheduled stop.

**Individual with a Disability** is an individual or Passenger who:

- (a) has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,
- (b) has a record of such an impairment, or
- (c) is regarded as having such an impairment, as further defined in Department of Transportation regulations in 14 CFR Part 382.3.

**Interline Transportation** means carriage on more than one carrier where carriers agree to accept each other's tickets and baggage.

**Non-Revenue Passenger** is a Passenger, as defined below, who is traveling on a JetBlue travel certificate, an employee pass, a travel pass issued to JetBlue employees for transfer to family and friends (known as a Buddy Pass), a JetBlue frequent flyer program award (known as a TrueBlue Award or True Pass), VIP pass, Travel Card, other airline employees traveling free of charge or at a reduced rate.

**Passenger** is any person, except members of the Crew working the Flight, who enters into a contract of transportation or other agreement (or for whom a contract of transportation or other agreement is entered into) with Carrier by which the person is to be transported in an aircraft with the consent of Carrier. A person who is identified, at any time and in any way, as a knowing participant in the commission of a War Risk Occurrence shall not be considered to be a passenger for the purposes of this Contract.

**Qualified Individual with a Disabled** means a Passenger or individual with a disability who:

- (a) with respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;
- (b) with respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;

(c) with respect to obtaining air transportation on other services or accommodations required by Department of Transportation regulations in 14 CFR Part 382:

- (1) purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;
- (2) meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers; and
- (3) whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

**Service Animal** refers to any animal that is individually trained or is shown to have an innate ability to provide assistance to a Qualified Individual with a Disability.

**Tariffs** mean the international passenger rules tariffs publicly filed with the Department of Transportation.

**Uncontrollable Irregularity**, as used in Section 37, means a delay, cancellation or diversion that is caused by a Force Majeure Event.

## **2. Nature of Contract**

This Contract applies to and governs only with respect to Carrier's routes. No agent, servant or representative of Carrier has authority to change or waive any provision of this Contract unless authorized in writing by a corporate officer of Carrier.

## **3. Reservations**

- A. All reservations on Carrier are confirmed and delivered electronically.
- B. No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered confirmed until payment in full has been received.
- C. Name changes are only permitted in the case of refundable fares. All other reservations are non-transferable and non-assignable. Non-

refundable fares may only be used by the Passenger named on the reservation at the time the reservation is made.

- D. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Carrier's rules and regulations.
- E. Seat assignments are not guaranteed and are subject to change without notice.

#### **4. Changes, Cancellations, and Refunds**

##### **A. Non-Refundable Fares:**

- (1) Changes: Non-refundable fares may be changed prior to the scheduled departure time subject to availability, a One Hundred Dollar (\$100) change fee and any applicable fare difference.
- (2) Cancellations: Non-refundable fares may be cancelled prior to the scheduled departure time for a Credit for future air only travel on Carrier. Refunds are not allowed. Credit is subject to a One Hundred Dollar (\$100) service fee. Credit may be used to book a new air-only reservation on Carrier in the name of the Passenger or in the name of any other person designated by the Passenger. Failure to cancel prior to scheduled departure will result in forfeiture of fare.
- (3) Stand-By Travel: In the case of reservations for non-refundable fares, for travel that does not involve (i) a change in departure city or arrival city, or (ii) a change between a JetBlue-operated flight and a JetBlue flight that contains a segment operated by a JetBlue codeshare partner or interline partner, Passengers may change their reservation to standby travel for the flight immediately preceding their original departure without an additional charge. Passengers may not change their reservation to standby travel for the flight immediately preceding their original departure if such a change would result in changing the date of travel, a change in the departure city or arrival city, or a change between a JetBlue-operated flight and a JetBlue flight that contains a segment operated by a JetBlue codeshare partner or interline partner.

B. Federal Government Fares:

- (1) Changes: Fully refundable federal government fares may be changed at any time subject to availability and any applicable fare difference.
- (2) Cancellations: Fully refundable federal government fares may be cancelled at any time and passenger will receive a full refund. Fare refunds will be made by Carrier to the original form of payment.
- (3) Refunds: Refunds shall be made by Carrier to the original form of payment, except that when a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

C. Refundable Fares:

- (1) Changes: The fare paid for a passenger who purchases a fully refundable ticket may be changed at any time prior to scheduled departure, subject to availability and any applicable fare change. If reservation is not changed prior to scheduled departure, all money associated with the fare will be placed in a JetBlue Credit valid for future travel on JetBlue.
- (2) Cancellations: Reservations for refundable fares may be cancelled at any time prior to scheduled departure and passenger will receive a full refund. If reservation is not cancelled prior to scheduled departure, all money associated with the fare will be placed in a JetBlue Credit valid for future travel on JetBlue.
- (3) Refunds: For Passengers who are eligible to receive a refund under this Section, refunds shall be made by Carrier to the original form of payment, except that when a portion of the trip has been made, the refund will be made in an amount equal to the applicable oneway fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

- D. Combined Fares: Where one leg of a fare is ticketed as a refundable fare and another leg of a fare is ticketed as a non-refundable fare, the applicable refund and cancellation policies for refundable fares will apply only to the refundable portion and the applicable refund and cancellation policies for the non-refundable fare will apply to the non-refundable portion.

- E. Failure of a Passenger to adhere to the following time requirements may result in the cancellation of the Passenger's reservation, seat assignments and forfeiture of payment:
- (1) For domestic travel:
    - i. Passengers traveling without checked baggage must obtain a boarding pass twenty (20) minutes prior to scheduled departure;
    - ii. Passengers traveling with checked baggage must obtain a boarding pass thirty (30) minutes prior to scheduled departure; and
    - iii. All Passengers must be onboard the aircraft fifteen (15) minutes prior to scheduled or posted aircraft departure time.
  - (2) For international travel:
    - i. Passengers traveling with or without checked baggage must obtain a boarding pass sixty (60) minutes prior to scheduled departure; and
    - ii. All Passengers must be present in the boarding gate area twenty (20) minutes prior to the scheduled or posted aircraft departure time.
- F. Carrier will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests.
- G. Except in the case of federal government fares, when a round trip or multi-segment reservation has been made and the Passenger fails to honor his or her reservation for the first portion of the trip, Carrier will cancel, without notification, the return portion or the continuing portion of the Passenger's reservation and Passenger forfeits any remaining fare.
- H. If part of your itinerary involves travel on an interline partner, please see Section 36 for information regarding changes, cancellations and refunds.

## **5. Group Reservations**

Reservations must be made through Carrier's Group Desk when fifteen or more passengers are booked as a group traveling on the same itinerary. Refundable fares are not available for group reservations. Such group reservations are subject to all applicable group policies and procedures established by Carrier.

## 6. **Fares**

- A. Transportation on Carrier is subject to the fares, taxes and charges in effect on the date on which the confirmed reservation was made. If the reservation has been confirmed before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased. If the fare decreases after a confirmed reservation has been made, Carrier will not refund, credit or make any adjustment to the original fare.
- B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points.
- C. Carrier has non-refundable fares and refundable fares. Refundable fares may not be available on all flights. Refundable fares are not available for group reservations. Refundable Federal Government fares are available only to travelers who utilize the SmartPay government issued credit card or GTR's. Federal government fares are not available to the general public.
- D. No stopovers are permitted on published fares, except upon combination of local fares. (A "stopover" is an intentional interruption by the Passenger of his or her journey, scheduled to exceed four hours).
- E. Carrier does not offer special fares for infants, children, senior citizens, military personnel or any other category of passenger, except Federal Government employees.
- F. Carrier reserves the right to collect additional taxes, fees, charges imposed by a governmental entity after the reservation has been made and paid for, but before transportation commences.

## 7. **Unaccompanied Minors**

- A. Carrier will not allow any child under the age of five (5) years to travel on any flight unless accompanied by a passenger fourteen (14) years of age or older.
- B. Subject to an additional fee, unaccompanied children ages five (5) through fourteen (14) will be accepted by Carrier provided the child has a confirmed reservation, and the flight on which he/she travels is a direct or non-stop (through) flight. Unaccompanied children will not be accepted on connecting flights that require an aircraft equipment change or a change in flight number. The parent or responsible adult

must furnish Carrier in writing (a duplicate of which must be in the child's possession) evidence that the child will be met by another parent or responsible adult upon deplaning at his/her destination. The person meeting the child at his/her destination will be required to present positive identification and sign a release on a form designated by Carrier.

- C. Passengers fourteen (14) years of age are considered adults for purposes of Section 7.
- D. Carrier will not allow for the carriage of unaccompanied children on any codeshare or interline flights.
- E. If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding age requirements for traveling children.

## **8. Infants and Small Children; Child Restraint Systems**

- A. Carrier encourages all adults traveling with children under the age of two (2) to secure the child in an approved car seat or child restraint system in the child's own, purchased seat. A paying adult passenger may carry, free of charge, on his or her lap, one child over three (3) days and under two (2) years of age. For Passengers departing from international destinations with lap infants, Carrier will collect APHIS (Department of Agriculture) and INS (Customs and Border Protection) taxes at the airport for the lap infant. Carrier reserves the right to request proof of age (e.g. passport, birth certificate or immunization record) before accepting infant for travel as a lap child. Infants between three (3) and fourteen (14) days old must have written approval from their attending physician to travel. Carrier does not reserve a seat for such children unless a separate reservation is purchased at the regular, applicable fare.
- B. If space is available after boarding, or if a separate reservation has been made for the child over three (3) days and under two (2) years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA-approved child restraint system that conforms to the following guidelines:

- (1) Car seats manufactured on or after February 26, 1985 must bear two labels, (1) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT", in red lettering; (2) "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS." (This second statement need not be in red lettering).
- (2) Car seats manufactured between 1981 and 1985 must state "This child restraint system conforms to all applicable federal motor vehicle safety standards".
- (3) FAA approved CARES Child Restraint System must state "FAA approved in accordance with 14 CFR 21.305(d) approved for aircraft use only".
- (4) Booster type seats, vest and harness type child restraint systems, lap held child restraints or seats manufactured before 1981 are not acceptable for use.
- (5) Child restraint systems may not be used in an emergency exit row or aisle seat.
- (6) It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.
- (7) Children may not be placed in booster seats, restraint vests, restraint harnesses and other devices not meeting the FAA requirements set forth above.

## **9. Inspection of Passengers and Baggage**

Baggage tendered for transportation either as checked baggage or as carry-on baggage is subject to inspection for security and safety reasons. Passengers and their baggage are subject to inspection with or without the Passenger's consent or knowledge.

## **10. Carry-on Baggage**

- A. All carry-on baggage must be stowed in an overhead bin or placed completely under the passenger seat directly in front of the Passenger. Carry-on baggage is the sole responsibility of the Passenger. Claims

for lost, forgotten, or stolen carry on baggage will not be accepted by the Carrier.

- B. Passengers are restricted to one (1) carry-on item that must be placed in the overhead bin. For travel on the Embraer E-190 aircraft, the carry-on item must not exceed external dimensions of twenty-four inches by sixteen inches by ten inches (24" x 16" x 10"). For travel on the Airbus A320 aircraft, the carry-on item must not exceed external dimensions of twenty-six inches by eighteen inches by twelve inches (26" x 18" x 12"). In addition to the one (1) carry-on item, Passenger may carry a small personal item such as a purse, briefcase, laptop computer case, small backpack, or a small camera. The personal item may not exceed external dimensions of eight inches by fifteen inches by eight inches (8" x 15" x 8"). On any given flight, Carrier reserves the right to further restrict the number of carry-on items as circumstances may require. If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding carry-on baggage limitations. If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding carry-on baggage limitations.
- C. Mobility and other assistive devices upon which a Qualified Individual with a Disability is dependent may be carried in addition to the cabin baggage allowance.
- D. Pets
  - (1) No animals are allowed to be transported on Carrier as checked baggage; however, Carrier will permit small dogs and cats to be transported by passengers in-cabin (No other animals are allowed.) passengers are responsible for complying with any applicable laws and/or governmental regulations of the destination to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificates when required. The charge to the Passenger for transporting a pet in-cabin is One Hundred Dollars (\$100) per pet, each way. A Passenger may not transport more than one pet per flight. Payment must be made at the time the Passenger makes his or her reservation. Passengers transporting pets in-cabin are not able to make payment for such pets over the internet.
  - (2) All in-cabin pets must be transported in an approved kennel, with only one pet per kennel.
  - (3) In certain cases, search and rescue dogs may be permitted to travel on Carrier. A fee may apply.
  - (4) A maximum of four pets may travel in-cabin on any flight.

- (5) If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding acceptance of pets.
- (6) If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding acceptance of pets.

#### E. Service Animals

- (1) Carrier will accept service animals and/or emotional support animals or psychiatric service animals for use by Qualified Individuals with a Disability to accompany the persons on a flight at no charge. Certain unusual emotional support animals (i.e. snakes, other reptiles, ferrets, rodents and spiders) pose unavoidable safety and/or public health concerns and will not be allowed to fly with us. The release of such an animal in the aircraft cabin could result in a direct threat to the health or safety of customers and crewmembers. Upon request, Carrier will escort passenger with a service animal to an animal relief area at the airport.
- (2) Carrier will accept as evidence that an animal is a service animal with the presentation of identification cards, other written documentation, presence of harnesses or markings on harnesses, tags, or the reasonably credible verbal assurances of the qualified individual with a disability using the animal.
- (3) Carrier will accept as evidence that an animal is an emotional support animal or psychiatric service animal with the presentation of current documentation which is not more than one year old and is presented on the letterhead of a qualified mental health professional which states:
  - (a) That the Passenger has an emotional or mental-health related disability recognized in the Diagnostic and Statistical Manual of Mental Health Disorders – 4<sup>th</sup> Edition (DSM IV);
  - (b) That having the animal accompany the Passenger is necessary to the Passenger's mental health or treatment or to assist the Passenger (with his or her disability);
  - (c) That the individual providing the assessment of the Passenger is a licensed mental health professional and the Passenger is under his or her professional care; and
  - (d) Provides the date and type of mental health professional's license and the state or other jurisdiction in which it was issued.

- (4) Carrier will permit a service animal or emotional support animal or psychiatric service animal to accompany a qualified individual with a disability in any seat in which the person sits unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service animals and emotional support animals may not occupy a seat.
  - (5) A trained service animal being delivered to the owner's domicile by a trainer will be permitted to travel at no charge.
  - (6) Animals in training will not be transported.
- F. Musical instruments (such as basses, cellos and guitars) of a size that prevents the instrument from being handled as normal carry-on baggage, and electronic equipment of a size that prevents it from being handled as normal carry-on baggage will be accepted subject to the following:
- (1) The instrument or equipment must be contained in a case;
  - (2) The charge applicable to transportation of this instrument or equipment and its case shall be no greater than the fare for each seat used;
  - (3) Reservations for the seat or seats occupied by the instrument will be accepted when the Passenger's reservation is made.
- G. Carrier will refuse baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew or its passengers.

## **11. Checked Baggage General**

Subject to the restrictions set forth hereafter, Carrier will check the baggage of a fare-paying Passenger for the flight on which the Passenger is traveling. Passenger may not check baggage for transport on any flight other than the flight on which the Passenger is traveling. Carrier will not check baggage to a destination other than the final destination on the Passenger's reservation. Acceptance of baggage by Carrier is subject to the following terms and conditions:

- A. Each piece of baggage must have a current identification tag or label on the outside containing the Passenger's name, address and telephone number;

- B. Carrier will refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage;
- C. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft.

Passengers may check baggage up to four (4) hours prior to their scheduled departure provided that the Passengers remain in the airport facility. See Section 34 for additional restrictions that apply to international destinations.

If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding checked baggage. If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding checked baggage.

## **12. Free Baggage Allowance**

Carrier will allow Passengers with confirmed reservations the following free checked baggage allowance, (see Section 34 for additional restrictions that may apply to international travel)

- A. One (1) piece of baggage of which the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height does not exceed sixty-two (62) inches for any individual piece or sporting equipment as described in Section 13B below. In the case of baggage, oversize and overweight items are subject to the excess baggage charges described below, except for travel to and from international destinations which is governed by Section 34 below.
- B. One infant stroller and one infant car seat will be checked in addition to the free baggage allowance at no charge for each passenger.
- C. Mobility and assistive devices which cannot be carried in the cabin due to space limitations will be checked and carried in addition to free baggage allowance, without charge, provided the Passenger is dependant upon such items.
- D. If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding baggage limitations.
- E. If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding baggage limitations.

### **13. Excess Baggage Charges**

A. The following excess baggage fees apply (see Section 34 for additional restrictions that may apply to international travel):

- (1) A second piece of checked baggage that meets the weight and size limitations set forth in Section 12 is subject to a charge of Thirty Dollars (\$30). For interline travel connecting with an Aer Lingus Flight, the charge is Fifty Dollars (\$50).
- (2) Baggage in excess of two pieces that meets the weight and size limitations set forth in Section 12 is subject to a charge of Seventy-Five Dollars (\$75) per piece. For interline or codeshare transatlantic travel, baggage in excess of two pieces that meets the weight and size limitations set forth in Section 12 is subject to a charge of Two Hundred Dollars (\$200) per piece.
- (3) Baggage in excess of sixty-two (62) inches but less than eighty (80) inches (sum of outside length plus outside height plus outside width) is subject to an oversize charge of Seventy-Five Dollars (\$75) per piece. For interline or codeshare transatlantic travel, baggage in excess of sixty-two (62) inches but less than eighty (80) inches is subject to an oversize charge of Two Hundred Dollars (\$200) per piece. Baggage in excess of eighty (80) inches will not be accepted as checked baggage.
- (4) Baggage weighing between fifty-one (51) pounds and seventy (70) pounds is subject to an excess weight charge of Fifty Dollars (\$50) per piece. For interline or codeshare transatlantic travel, baggage weighing between fifty-one (51) pounds and seventy (70) pounds is subject to an excess weight charge of One Hundred and Fifty Dollars (\$150) per piece.
- (5) Baggage weighing between seventy-one (71) pounds and ninety-nine (99) pounds will be subject to an excess weight charge of One Hundred Dollars (\$100) per piece. For interline or codeshare transatlantic travel, baggage weighing between seventy-one (71) pounds and ninety-nine (99) pounds is subject to an excess weight charge of Three Hundred and Fifty Dollars (\$350) per piece. Baggage weighing one hundred (100) pounds or more will not be accepted as checked baggage.
- (6) An item of baggage that exceeds the free baggage allowance, is oversized, and/or overweight will be subject to a combined fee.

- (7) Notwithstanding the foregoing restrictions, military passengers may check one duffel bag, B-4 bag, or sea bag which exceeds the sixty-two (62) inches in dimensions in lieu of one (1) free bag. In addition, hanging garment bags with outside dimensions up to ninety (90) inches will be accepted as part of the free baggage allowance if the bags are flexible.
- B. Passengers may check the following items of sporting equipment packed in a hard-sided container, with each listed category counting as one bag for purposes of the free baggage allowance explained in Section 12 above:
- (1) One golf bag containing not more than fourteen golf clubs, twelve golf balls and one pair of golf shoes;
  - (2) Fishing equipment containing not more than two fishing rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box;
  - (3) One pair of snow skis or one snowboard packed in a suitable container, with one pair of ski boots;
  - (4) One pair of water skis, one tow rope and one life preserver belt or vest, packed in a suitable container;
  - (5) One sporting gun case holding no more than two rifles, two shotguns, or four pistols, each unloaded, subject to restrictions on firearms set forth in Section 14 below and Section 34 below for travel to and from international destinations;
  - (6) One bowling ball, bag and shoes;
  - (7) Animal antlers or horns packaged in a sealed leak proof shipping container which encases the entire item; or
  - (8) Two hockey or lacrosse sticks, taped together. Sporting equipment items checked in excess of the one bag allowance will be subject to standard excess baggage charges. Refer to Section 34 below for regulations relating to travel to and from international destinations.

- C. The following articles are excluded from the baggage weight and size limitations set forth above and shall be acceptable for carriage upon the Passenger's compliance with all special packing requirements and payment of applicable fees:
  - (1) Single seat, non-motorized bicycles will be accepted as baggage if packaged in a hard-sided, padded bicycle case. Pedals and handlebars must be removed and stored so as to not create a risk of damage to other baggage. If the bicycle carton exceeds 62 overall dimensional inches, the excess baggage fee for oversized items will be charged in addition to the bicycle fee.
  - (2) Surfboards, when properly packed to prevent damage to the board and other baggage, will be accepted as checked baggage.
  - (3) Windsurfing boards, when properly packed to prevent damage to the board, sail, boom, and to other baggage, will be accepted as checked baggage.
- D. Refer to Section 34 below for regulations relating to travel to and from international destinations.
- E. If part of your itinerary involves travel on a codeshare partner, please refer to Section 35 for regulations relating to travel on a codeshare partner.
- F. If part of your itinerary involves travel on an interline partner, please see Section 36 for regulations relating to travel on an interline partner.

#### **14. Firearms**

- A. Carrier will refuse to accept for transportation any firearms and ammunition other than sporting firearms that are not loaded and that are suitably encased. Rifles and shotguns must be packed in either a lockable crush-proof container specifically designed for the firearm, or in its own lockable hard sided case. Handguns must be packed inside a lockable hard sided gun case or in its own lockable hard sided case. Carrier will not accept for transportation any firearms in cases or luggage that cannot be locked.
- B. All firearms require a Firearms Unloaded Declaration Tag to be read and signed by the Passenger. The Passenger is solely responsible for clearing the weapon of any live charges.

- C. Passengers may check up to ten (10) pounds of ammunition as checked baggage only. Ammunition must be housed separately from a locked firearm. The ammunition must be packaged in the manufacturer's original container or other fiber, wood or metal box that provides for adequate cartridge separation and is specifically designed to carry ammunition. Under no circumstances may a Passenger carry ammunition on board an aircraft.
- D. Passengers under the age of eighteen (18) will not be allowed to check any type of firearm as checked baggage.
- E. When checking a weapon, Passengers must declare to a representative of Carrier that a weapon is being checked. (If a security checkpoint is located prior to the check-in counter of Carrier, the Passenger must declare the existence of a weapon to security personnel).
- F. Firearms are not permitted to be carried or checked as baggage for travel to or from international destinations without prior government approval and supporting documents as governed by Section 34 below.
- G. If part of your itinerary involves travel on a codeshare partner, please refer to Section 35 for regulations relating to travel on a codeshare partner.
- H. If part of your itinerary involves travel on an interline partner, please see Section 36 for regulations relating to travel on an interline partner.

## **15. Dangerous Goods**

Federal law prohibits hazardous materials from being included in either checked or carry-on baggage. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials and poisons are considered hazardous. Some common examples of prohibited items include paints, mace/tear gas, lighter fluid, oxygen bottles and fireworks. Other common items that may be carried, in limited quantities, within baggage include hairspray, perfume, and certain medicines that the Passenger must use during flight. Dry ice will be accepted within carry-on or checked baggage if the dry ice is contained in a package that (a) allows the release of carbon dioxide, (b) is plainly marked with the words "dry ice" or "carbon dioxide solid" together with the net weight of the dry ice and the name of the contents being cooled, and (c) the package contains less than 5 pounds of dry ice. Self-heating meals will be accepted within carry-on or checked baggage; however activation and use of self-heating meals will be prohibited onboard the aircraft.

## **16. Wheelchairs and Wheelchair Batteries**

Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the Passenger who uses the device, unless the customer requests stowage of his or her manual wheelchair within the cabin and no other customer has previously requested such in-cabin stowage (Carrier will only accept one manual wheelchair in-cabin per flight). In addition to manual wheelchairs, Carrier will accept for in-cabin stowage other mobility aids such as crutches, braces, canes, and walkers, provided approved stowage is available and complies with federal regulations. Other assistive devices, including prescription medicine, syringes, or auto-injectors to administer medicine and other medical equipment discussed in Section 17 may be stowed and used within the cabin. If the manual wheelchair, mobility device or other assistive device cannot be stowed in-cabin, Carrier will transport them in the baggage compartment. Carrier will accept additional wheelchair batteries and battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, passengers should advise Carrier at least 48 hours before departure of the need for an appropriate battery box. Damaged or leaking batteries will not be transported. Carrier will accept from Passengers written directions on disassembly and reassembly of wheelchairs, other mobility aids, and assistive devices. As described in Section 12C and Section 18 respectively, excess baggage charges and limits on liability for loss or damage to any items described in this paragraph do not apply.

If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding the carriage of wheelchairs.

## **17. Medical Equipment and Supplies**

Carrier will allow an Individual with a Disability to use in the passenger cabin a personal ventilator, respirator, continuous positive airway pressure machine (CPAP), or an FAA-approved portable oxygen concentrator (POC). These medical devices must meet FAA requirements, display a manufacturer's label that it meets such requirements, and can only be stowed and used consistent with FAA, TSA and PHMSA regulations. Passengers must bring an adequate supply of non-spillable batteries, plainly marked as such, to last for 150% of the expected travel time. Carrier may deny boarding if passenger does not comply with the foregoing requirements.

**18. Baggage - Limitation of Liability**

Carrier will accept as checked baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following conditions:

- A. International Transportation: For international transportation governed by the Warsaw Convention and its amendments, Carrier's liability for loss, damage, or delay of checked baggage is limited to provable damages of seventeen (17) Special Drawing Rights per kilogram (approximately Twenty Dollars (\$20) per kilo) or approximately Nine Dollars and Seven Cents (\$9.07) per pound and Carrier's liability for loss, damage, or delay of unchecked baggage is limited to provable damages of three hundred and thirty-two (332) Special Drawing Rights per Passenger. For international transportation governed by the Montreal Convention, Carrier's liability for loss, damage, or delay to checked or unchecked baggage is limited to provable damages of one thousand one hundred and thirty-one (1,131) Special Drawing Rights per Passenger.
  
- B. Domestic Transportation: Carrier's liability for loss of, damage to or delay in the delivery of checked or unchecked baggage or its contents is limited to proven damage or loss. Under no circumstances will Carrier's liability exceed Three Thousand Three Hundred Dollars (\$3,300) per Passenger unless Passenger is traveling with wheelchairs, mobility aids and/or assistive devices or Passenger has purchased excess coverage. Qualified Individuals with a Disability traveling with wheelchairs or assistive devices, or mobility aids will have no limit on liability for repair or replacement of wheelchairs, assistive devices, or mobility aids. To obtain excess coverage, Passenger must declare excess valuation at the time of check-in and pay an additional charge of One Dollar (\$1.00) for each One Hundred Dollars (\$100.00) or fraction thereof, of excess valuation. Maximum liability is not to exceed Five Thousand Dollars (\$5,000) including the Three Thousand Three Hundred Dollar (\$3,300) standard liability per passenger. Excess coverage is not available on items described in Sections 18F, 19 or 20 below. Passengers must make a reasonable effort to minimize the amount of damage or loss. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage or damage.

- C. For international and domestic transportation, Carrier will be liable for personal property only for the period in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard an aircraft by a Passenger and retained in the custody of the Passenger.
- D. For international and domestic transportation, Carrier's liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. When excess value is declared, baggage will be checked and excess valuation charges collected only to point of stopover or to destination.
- E. For domestic travel and international travel governed by the Convention, baggage checked at the gate will be subject to the same restrictions and liability limits as baggage checked at the ticket counter.
- F. For international and domestic transportation, Carrier will not accept for carriage medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Excess valuation may not be declared on any such items. Passengers are encouraged to carry such valuable items personally. In the case of domestic transportation, Carrier reserves the right to require the Passenger to sign a limited liability release before accepting any such items for transportation. In the case of domestic transportation, if any valuable items of the type described in this paragraph are lost, damaged or delayed, Passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by Passenger.
- G. For international and domestic transportation, Carrier shall not be liable for loss or damage to baggage wheels, pockets, pull handles, zippers, hanger hooks, external locks, pull straps or security straps. Carrier shall not be liable for loss or damage caused by manufacturer's defect, by overpacked baggage or by normal wear and tear. In addition, Carrier shall not be liable If any item is lost, damaged or delayed as a result of the inherent defect or quality of the baggage.

- H. Under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.
- I. If part of your itinerary involves travel on a codeshare partner, please see Section 35 for differences regarding carry-on and checked baggage limitations.
- J. If part of your itinerary involves travel on an interline partner, please see Section 36 for differences regarding carry-on and checked baggage limitations.

## **19. Fragile and Perishable Items as Baggage**

In the case of international and domestic transportation, Carrier, in its discretion, may refuse to accept any fragile or perishable goods. For domestic transportation, Carrier assumes no liability for fragile or perishable goods. Excess valuation may not be declared on such items. If Carrier does accept such goods for transportation, in the case of domestic transportation it reserves the right to require the Passenger to sign a limited release with respect to such goods. In the case of domestic transportation, Carrier shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the Passenger. Fragile items include, without limitation, items such as the following: bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical equipment, paintings, perfumes, makeup, liquids, bottles, musical instruments, plants, sculptures, strollers, trophies, vases and wines. Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. (Such items may also be subject to applicable agriculture rules of the destination jurisdiction.) Dry ice shipments are limited by dangerous goods regulations and are discussed separately in Section 15 above.

## **20. Improperly Packaged and Damaged Items; Late Items**

Carrier reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked as baggage less than thirty (30) minutes before scheduled flight departure. Refer to Section 34 below for regulations relating to travel to and from international destinations. If such items are accepted, the Carrier is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, Carrier may require the Passenger to sign a limited liability release form. Carrier shall not be responsible for loss, damage or delay of such items whether or not such a limited release has been signed by the Passenger.

## **21. Smoking**

Smoking aboard the aircraft is prohibited in accordance with Federal Law.

## **22. Notice of Claims**

- A. For domestic transportation, initial notice of any claim for loss, damage, or delay in delivery of baggage must be given at any customer service counter or any office of Carrier within four (4) hours after arrival of the flight on which the loss, damage or delay is alleged to have occurred. Confirming written notice of any baggage related claim, and initial written notice of any other type of claim against Carrier, with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice.

For domestic transportation, legal action on any claim described above must be brought within one year of Carrier's written denial, in whole or in part, of the claim.

- B. For international transportation, written notice of claim for damage in delivery of baggage shall be made to the Carrier at the latest within seven (7) days from the date of receipt of checked baggage. In the case of loss or delay, written notice of claim shall be made at the latest within twenty-one (21) days from the date on which the baggage was returned to the Passenger or, in the case of loss, the date the baggage should have been returned to the Passenger.

For international transportation, legal action on any claim described above must be brought within two years from arrival of the Passenger at his/her place of destination, or from the date on which the carriage stopped.

## **23. Advice to International Passengers on Carrier Liability**

Where a Passenger's journey involves an ultimate destination or stopover in a country other than the country of departure, the Convention may apply to the entire journey, or any portion entirely within the country of origin or destination, and may govern, and in some cases limit, the liability of Carrier for death or personal injury, delay, and for loss or damage to baggage. Under the Montreal Convention, where applicable, and under special contracts to which Carrier is a signatory, Carrier agrees to not limit its liability as to any claim for recoverable

compensatory damages for personal injury or wrongful death arising under Article 17 of the Convention. Under special contracts, Carrier agrees to not avail itself of the defenses available under Article 20(1) of the Warsaw Convention with respect to that portion of damages that does not exceed one hundred thousand (100,000) SDRs. Except as here provided, Carrier reserves all defenses available under the Convention to such claims and, with respect to third parties, Carrier reserves all rights of recourse against any other person including, without limitation, rights of contribution and indemnity.

## **24. Refusal to Transport**

The following passengers will be refused transportation on Carrier:

- A. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
- B. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation a Force Majeure Event.
- C. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.
- D. Passengers requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher. However, JetBlue will not deny boarding to an Individual with a Disability who travels with a Portable Oxygen Concentrator unless such individual must use the POC during the flight with a hook-up to the aircraft electrical power supply.
- E. A Qualified Individual with a Disability pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Individual with a Disability be accompanied by an assistant as a condition of being provided air transportation under the following circumstances:
  - (1) A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR

Parts 121.571 (a) (3) and (a) (4); or the safety regulations of a foreign carrier's government, as applicable;

- (2) A person with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;
- (3) A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel that is adequate to both permit transmission of the safety briefing required by 14 CFR Part 121.571(a)(3) or (a)(4) or the safety regulations of a foreign carrier's government, as applicable, and to enable the passenger to assist in his or her own evacuation of the aircraft in the event of an emergency;
- (4) If the Carrier determines that a person meeting the criteria of paragraph E(1), (2) or (3) of this Section must travel with an assistant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the assistant while accompanying a Qualified Individual with a Disability requiring an assistant at the Carrier's discretion:
  - (a) If, because there is not a seat available on a flight for an assistant whom Carrier has determined to be necessary, an Individual with a Disability with a confirmed reservation is unable to travel on the flight, the Individual with a Disability will be eligible for denied boarding compensation under Article 105 (b) of this Contract;
  - (b) For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Individual with a Disability.
  - (c) Carrier is not required to find or provide a safety assistant.

F. Comfort and Safety - In the following categories where refusal or removal may be necessary for the comfort or safety of the Passenger(s) or other passengers:

- (1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating violent, or whose clothing is lewd, obscene, or patently offensive;

- (2) Persons who are barefoot and over five years old;
- (3) Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;
- (4) Persons who appear to be intoxicated or under the influence of drugs;
- (5) Persons with a communicable disease or infection whose condition poses a direct threat to the health or safety of others. However, Carrier will permit a passenger who meets the foregoing criteria to travel if he or she provides a medical certificate to Carrier dated within ten (10) days of the scheduled date of travel from the Passenger's physician stating that the Passenger is capable of completing the flight safely without requiring extraordinary medical assistance;
- (6) Persons who refuse to comply with instructions given by Station Management, Supervisory personnel or Uniformed Flight Crew Members prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;
- (7) Persons who have an offensive odor, except where such condition is the result of a qualified disability;
- (8) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in FAR 108.11;
- (9) Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
- (10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
- (11) Pregnant Passengers expecting to deliver within seven days, unless such Passenger provides a doctor's certificate dated no more than seventy-two (72) hours prior to departure stating that the Doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight. In the case of codeshare travel, codeshare partner may have more

restrictive terms. In the case of interline travel, interline partner may have more restrictive terms.

- (12) Passengers between the age of three (3) and fourteen (14) days, unless attending physician approves travel;
- (13) Passengers who are unwilling or unable to abide by Carrier's no-smoking rules.
- (14) However, Carrier will not refuse to provide transportation to a Qualified Individual with a Disability solely because the person's disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crewmembers or other passengers. Carrier will not provide certain extensive inflight special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the Passenger's seat with elimination functions, or provision of medical services. In the case of Codeshare travel, codeshare partner may have more restrictive terms due to aircraft operational limitations.

- G. The tickets of any Passenger refused passage or removed enroute under the provisions of this Section 24 will be refunded in accordance with Section 26 below. Such a refund shall be the sole recourse of any Passenger refused passage or removed enroute. **UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.**

## **25. Failure to Operate as Scheduled**

- A. Whenever Carrier cancels or otherwise fails to operate any scheduled flight, Carrier will, at the request of the Passenger either (i) transport the Passenger on another of Carrier's flights on which space is available at no additional charge, or (ii) provide Passenger with a full refund in accordance with Section 26 below. Except as may be provided in Section 37 below, Carrier shall have no other liability or responsibility to any Passenger as a result of a failure to operate any flight. **UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- B. Carrier will endeavor to carry passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the

reservation. All schedules are subject to change without notice. Carrier is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**26. Relief for Failure to Transport / Failure to Operate**

If Carrier cancels a flight or fails to operate a flight as scheduled, the Passenger may be entitled to relief under the provisions of Section 37 below. If Carrier denies boarding to a Passenger with a valid reservation, the Passenger will be entitled, at his or her option, to either (i) transportation at no extra charge on another of Carrier's flights to the same destination, subject to space availability, or (ii) a refund of the applicable fare paid by Passenger. When a portion of the trip has been made, the refund will be made in an amount equal to the applicable oneway fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

**27. Denied Boarding Compensation**

- A. If a Passenger holding a confirmed reservation presents him or herself for carriage at the appropriate time and place, having complied fully with Carrier's requirements as to reservations and check-in, and if the flight for which the Passenger holds confirmed reserved space is oversold and due to the oversales, JetBlue is unable to accommodate the Passenger and departs without him or her, the Passenger shall be entitled to the denied boarding compensation described in paragraph B immediately below unless (i) the Passenger responds to the Carrier's request for volunteers and who willingly accepts the Carriers' offer of compensation, in any amount; or (ii) one of the exceptions to eligibility for denied boarding compensation in paragraph D below applies. For the sake of clarify, a Passenger who responds to the Carrier's request for volunteers and who willingly accepts the Carrier's offer of compensation shall not be considered to be involuntarily denied boarding and shall not be entitled to denied boarding compensation.
- B. A Passenger who is denied boarding involuntarily, subject to the exceptions in paragraph D below, shall be entitled to One Thousand Dollars (\$1,000).
- C. Acceptance of denied boarding compensation relieves Carrier from any further liability caused by its failure to honor the Passenger's original confirmed reservation.

- D. Passengers denied boarding involuntarily are not entitled to denied boarding compensation if:
- (1) The Passenger does not fully comply with the Carrier's contract of carriage regarding ticketing, reconfirmation, check-in, acceptability for transportation;
  - (2) The flight for which the Passenger holds a confirmed reserved space is unable to accommodate that Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons;
  - (3) The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on the ticket at no extra charge, except that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund;
  - (4) Carrier arranges alternate transportation, or other transportation used by the Passenger at no extra cost to the Passenger, that at the time such arrangements are made is planned to arrive at the airport of the Passenger's next stopover or, if none, at the airport of the final destination not later than 1 hour after the planned arrival time of the passenger's original flight;
  - (5) The Passenger voluntarily relinquishes his or her confirmed reservation in exchange for compensation offered by Carrier; or (6) the Passenger is a Non-Revenue Passenger.
- E. In determining which passengers holding confirmed reservations shall be denied boarding involuntarily, Carrier shall deny boarding to such passengers in the order of its boarding priority.
- F. Immediately after a denied boarding occurs, Carrier will give a written explanatory statement to passengers who are denied boarding involuntarily.

## **28. Reservations on Other Carriers**

Carrier will only accept reservations made on, or tickets issued by, other carriers, in accordance with federal law when a carrier has ceased operations following bankruptcy.

**29. Right to Change Contract**

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract without prior notice. All changes must be in writing and must be available for public inspection at each of the Carrier's ticket offices. To the extent there is a conflict between the Contract of Carriage and the Itinerary, AskBlue, or other publications, the Contract of Carriage governs.

**30. Ground Transportation**

Ground transportation is exclusively the responsibility of Passenger.

**31. Check Acceptance**

Personal checks made payable to Carrier for exact amount of purchase must include imprinted name, mailing address and telephone number. A valid driver's license with picture (or valid passport) as personal identification is required. Carrier reserves the right to require that checks be approved by a third-party check approval system.

A service charge of Fifteen Dollars (\$15) will be assessed to the Passenger on all returned checks. This service charge is in addition to any applicable bank charges assessed against Carrier or the Passenger.

**32. Government Laws and Regulations**

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and Department of Transportation, Transportation Security Administration, and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on Carrier and all Passengers.

Immigration and Customs Regulations: It is the Passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by Passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given a Passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

### **33. Puerto Rico Travel**

For all travel to and from Puerto Rico, the following rules apply:

- A. On all flights to and from Puerto Rico, satellite TV service will be inoperative on the transoceanic portions of the flight. Carrier is not liable, in contract or otherwise, to the Passenger for any such unavailability of satellite TV.
- B. Passengers remain responsible for any and all documentation requirements and proof of citizenship. Carrier shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

### **34. International Travel**

For all international travel the following rules apply:

- A. Baggage:
  - (1) For travel to and from the Dominican Republic, carrier will not accept more than two (2) pieces of checked baggage and will not accept oversized (over sixty-two (62) inches in overall dimensions) or overweight (over fifty (50) pounds) baggage. Free baggage allowance is one (1) checked bag. Second piece of checked baggage is subject to additional fee as set forth in Section 13.
  - (2) For flights to and from Aruba, the Bahamas, Barbados, Bermuda, Colombia, Costa Rica, Jamaica, Mexico, St. Lucia and/or St. Maarten, Carrier will accept excess, overweight and/or oversized baggage on an aircraft weight (load factor) basis. If Carrier accepts excess, overweight, and/or oversized baggage, additional fees set forth in Section 13 apply.
  - (3) With respect to sporting equipment, for flights to and from the Dominican Republic and the Bahamas, animal antlers, animal horns, golf equipment, hockey sticks, skis, snowboards, water skis, and windsurfing boards will not be accepted. For flights to and from the Dominican Republic, bicycles will not be accepted. For flights to and from Santiago, Dominican Republic; Santo Domingo, Dominican Republic; and the Bahamas surfboards will not be accepted.
  - (4) No boxes will be permitted as checked baggage. If such items are accepted, Carrier may require the Passenger to sign a limited liability release form. Carrier shall not be responsible for loss, damage or

delay of such items whether or not such a limited release has been signed by the Passenger.

- (5) Carrier reserves the right to refuse to transport items that are presented to be checked as baggage less than sixty (60) minutes before scheduled flight departure.
- B. Firearms: Firearms are not permitted to be carried or checked as baggage without prior government approval and supporting documentation.
- C. Satellite TV: On all flights to and from international destinations, satellite TV service will be inoperative on the transoceanic portions of the flight. Carrier is not liable, in contract or otherwise, to the passenger for any such unavailability of satellite TV.
- D. Transit Without Visa: Carrier will not permit transit without visa.
- E. Documentation: Passengers are responsible for any and all documentation requirements and proof of citizenship. Carrier shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

### **35. Codeshare Flights**

- A. Cape Air: JetBlue places its code on certain flights operated by Cape Air. At the time of initial inquiry, you will be notified if your flight is operated by Cape Air. This information will also be contained in your JetBlue Itinerary.

Travel on Cape Air, even when the flight number is designated as "B6" or JetBlue, is governed by Cape Air's Contract of Carriage available at <http://www.flycapeair.com/common/index.php?lng=ENG&div=KK&nav=KK&page=K02>. Due to the size of Cape Air's aircraft and operational limitations, certain terms and conditions differ from those of JetBlue, including:

- (1) Baggage acceptance, including, but not limited to, size and weight and acceptance of certain items;
- (2) Carriage of unaccompanied minors;
- (3) Carriage of pets in the cabin of the aircraft;

- (4) Policies and procedures for carriage of assistive devices for qualified individuals with a disability (e.g. wheelchairs);
- (5) Policies for carriage of pregnant passengers;
- (6) Policies and procedures for qualified individuals with a disability. For example, customers must be able to climb three (3) stairs to board a Cape Air-operated flight with or without an assistant.

For more information, please see Cape Air's Contract of Carriage at <http://www.flycapeair.com/common/index.php?lng=ENG&div=KK&nav=KK&page=K02> .

- B. Lufthansa: Lufthansa may place its code on certain JetBlue-operated flights. If you have purchased a Lufthansa codeshare flight and the flight is operate by JetBlue, your flight will be governed by Lufthansa's Contract of Carriage available at <http://www.lufthansa.com/online/portal/lh/cmnn/generalinfo?l=en&nodeid=1818501>.

### **36. Interline Transportation**

Transportation on any interline partner is governed by that carrier's contract or conditions of carriage. In the case of transportation on a JetBlue flight as part of an interline itinerary, transportation is governed by JetBlue's Contract of Carriage, except in the following areas where the interline partner's rules apply:

- (1) Baggage acceptance, including, but not limited to, size and weight and acceptance of certain items;
- (2) Carriage of unaccompanied minors and/or young adults;
- (3) Carriage of pets in the cabin of the aircraft;
- (4) Policies for carriage of pregnant passengers; and
- (5) Changes, cancellations and refunds

For more information, please see the interline partner's contract or conditions of carriage. If your travel is on Aer Lingus, please refer to their Conditions of Carriage at: <http://www.aerlingus.com>.

**37. JetBlue Airways Customer Bill of Rights**

- A. GENERAL: For purposes of this section a “Customer” shall mean Passenger, as defined in Section 1, but shall exclude Non-Revenue Passengers. Capitalized terms shall have the meanings as set forth in this paragraph and Section 1, Definitions. All refunds of oneway or roundtrip travel under subsections C, D, E, or F, of this Section shall exclude taxes and fees paid at the time of purchase. All refunds will be to the original form of payment.
- B. INFORMATION: JetBlue will notify Customers of the following: known delays prior to scheduled departure, cancellations and their cause, and diversions and their cause. Notification may be given in any of the following forms: via jetblue.com, via telephone, flight information display system, airport announcement, onboard announcement, email or text message.
- C. CANCELLATIONS: All Customers whose flight is cancelled by JetBlue will, at the Customer’s option, receive a full refund or reaccommodation on the next available JetBlue flight at no additional charge or fare, except that when a portion of the trip has been made, any refund will be made in an amount equal to the applicable oneway fare for the portion of the trip cancelled or not operated as scheduled by Carrier. If JetBlue cancels a flight within four (4) hours of scheduled departure and the cancellation is due to a Controllable Irregularity, as defined in Section 1, JetBlue will also provide the Customer with a Fifty Dollar (\$50) Credit valid for future travel on JetBlue.
- D. DEPARTURE DELAY: In the case of a Departure Delay, as defined in Section 1, that is caused by a Controllable Irregularity, as defined in Section 1, Customers will receive the following compensation:
- (1) Flight delayed between 1 hour and 1 hour, 59 minutes after scheduled departure time, Customers are entitled to a Twenty-Five Dollar (\$25) Credit good for future travel on JetBlue.
  - (2) Flight delayed between 2 hours and 4 hours, 59 minutes after scheduled departure time, Customers are entitled to a Fifty Dollar (\$50) Credit good for future travel on JetBlue.
  - (3) Flight delayed between 5 hours and 5 hours, 59 minutes after scheduled departure time, Customers are entitled to a Credit good for future travel on JetBlue in the amount paid by the Customer for the oneway trip, exclusive of taxes and fees.

- (4) Flight delayed for 6 or more hours after scheduled departure time, Customers are entitled to a Credit good for future travel on JetBlue in the amount paid by the Customer for the roundtrip (or the oneway doubled), exclusive of taxes and fees.
- E. GROUND DELAYS ON ARRIVAL: In the case of a Ground Delay, as defined in Section 1, on Arrival, regardless of cause, Customers will receive the following compensation:
- (1) Ground Delay between 1 hour and 1 hour, 59 minutes after scheduled arrival time, Customers are entitled to a Fifty Dollar (\$50) Credit good for future travel on JetBlue.
  - (2) Ground Delay for 2 hours or more after scheduled arrival time, Customers are entitled to a Credit good for future travel on JetBlue in the amount paid by the Customer for the roundtrip (or the oneway doubled), exclusive of taxes and fees.
- F. GROUND DELAYS ON DEPARTURE: In the case of Ground Delays, as defined in Section 1, on Departure, regardless of cause, Customers will receive the following compensation:
- (1) Ground Delay between 3 hours and 3 hours, 59 minutes after scheduled departure time, Customers are entitled to a Fifty Dollar (\$50) Credit good for future travel on JetBlue.
  - (2) Ground Delay for 4 hours and 4 hours, 59 minutes after scheduled departure time, Customers are entitled to a Credit good for future travel on JetBlue in the amount paid by the Customer for the one-way trip, exclusive of taxes and fees.
  - (3) Ground Delay for 5 hours or more after scheduled departure time, Customers are entitled to a Credit good for future travel on JetBlue in the amount paid by the Customer for the roundtrip (or the one-way doubled), exclusive of taxes and fees.
- G. GROUND DELAYS GENERAL: JetBlue will provide Customers experiencing a Ground Delay with food and drink, access to restrooms and, as necessary, medical treatment. In addition to the relief under subsections E and F of this Section, for Customers who experience a Ground Delay for more than 5 hours, JetBlue will take necessary action so that Customers may deplane.
- H. OVERBOOKINGS: Customers who are involuntarily denied boarding as a result of an overbooking shall receive One Thousand Dollars (\$1,000), subject to the exceptions in Section 27 above. For the sake of

clarity, a Customer who responds to the Carrier's request for volunteers and who willingly accepts the Carrier's offer of compensation shall not be considered to be involuntarily denied boarding and shall not be entitled to denied boarding compensation under this section or Section 27.

**38. Section Headings/Waiver**

The section headings used in this Contract of Carriage are intended for convenience only and in no way define, limit or describe the scope or substance of any of the provisions of this document. If Carrier fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract of Carriage.

**39. Controlling Language**

English is the controlling language of this Contract of Carriage. To the extent there is any conflict between the English translation and another language translation, English controls.

*[End of Document]*