

# JetBlue Check-in for Good OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID ELSEWHERE AND WHERE PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**CONTEST NAME:** JetBlue Check-in for Good Contest (the "Contest").

**CONTEST DATES:** Contest registration is scheduled to begin at 12:00:01 am Eastern Time ("ET") on **October 16, 2018** and ends at 11:59:59 pm (ET) on **October 26, 2018** (the "Registration Period").

**ELIGIBILITY – WHO MAY ENTER:** Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry (an "Entrant"). Entrant must have a valid passport with at least one blank page for the Giving Trip destination and be able to travel on dates determined by Sponsor. Void outside the 50 United States and the District of Columbia and where prohibited and restricted by law. The following persons are not eligible to enter, participate or win:

- (a) Employees, officers, and directors of JetBlue Airways Corporation (hereafter, "Sponsor, "JetBlue", or "JetBlue Airways"), US Sweepstakes & Fulfillment Company ("Administrator"), and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion and/or prize fulfillment agencies and partners (such entities collectively "Released Parties") and the immediate families (spouse and parents, step parents, children, step children, siblings, grandparents and their respective spouses, regardless of where they reside) and/or those living in the same household of any such individual, whether or not related, are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER –** To enter, visit [www.JetBlueCheckInForGood.com](http://www.JetBlueCheckInForGood.com) ("Contest Website") during the Registration Period and follow the online instructions to complete and submit the online entry form, including your answer (in 150 words or less) to the philanthropic question ("Philanthropic Answer")(each an "Entry").

**Maximum of one (1) Entry per person during the Registration Period.** In case of multiple entries received from any person, only the first Entry received from such person will be considered. No mechanically produced or automated Entries are permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such Entries will be deemed void. False and/or deceptive Entries or acts, including misrepresentation of age, shall render such Entries ineligible. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address included in the Entry will be deemed to be the Entrant and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

**ENTRY REQUIREMENTS AND RESTRICTIONS:** All Entries must be submitted by 11:59:59pm PT on October 26, 2018 to be eligible. Partial or incomplete/piecemeal Entries may be disqualified. Entry must be in English and be original work product of Entrant. Entry must be true and verifiable. All Entries become the sole property of Sponsor and will not be returned.

**Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will have no impact on the judging. By participating and submitting an entry, Entrants agrees that Sponsor is authorized to contact Entrant via email, mail, phone or any other form of media to make Entrant aware of information pertinent to the Contest, and to distribute information regarding the Sponsors featured products, special events or promotional offers, or purchase incentives. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.**

By submitting an Entry, Entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Entry must be original. Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; is unnecessarily violent or is derogatory of any ethnic, racial, gender, religious, professional or age group; is profane or pornographic; is obscene or offensive; endorses any form of hate or hate group;

- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services or other people or companies; violates the privacy or publicity of any person or infringes upon the copyrights, trademarks rights of privacy, publicity or other intellectual property or other legal or moral rights of any person;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; contains content that is irrelevant to the purpose of the Contest;

Sponsor, in its sole discretion, may disqualify any Entry for any reason, including if it determines, in its sole discretion, that Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion. Entrant will indemnify and hold harmless the Released Parties (as defined above) from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of Entrant's representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

**ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW**

**Grant of Rights to Entries:** Entrants give Sponsor and its designees, successors, licensees and assigns a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, broadcast, edit, modify, create derivative works from, display, and otherwise exploit the Entry (and all rights embodied therein), in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose, in any manner (including, without limitation, on website and social media pages of Sponsor), including without limitation for commercial, promotional or marketing purposes, without compensation or notification to, or permission from, Entrant. Sponsor is not obligated to use any of the above-mentioned information or materials. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may take down any Entry at any time and for any reason at its sole discretion.

**JUDGING OF ENTRIES AND DETERMINATION OF WINNERS:** Following the close of the Registration Period, a panel of judges comprised of employees of Sponsor and Administrator, as solely determined and appointed by Sponsor (the "Judges"), shall review, select and designate (following the judging criteria below) the potential winners ("Potential Winner").

Entries will be judged and winners selected based on the following judging criteria:

- Connection of Philanthropic Answer to the Contest theme (30%);
- General clarity and composition of the Philanthropic Answer (20%);
- Use of creativity and originality in the Philanthropic Answer (20%);
- Suitability of Philanthropic Answer for future promotion/presentation by Sponsor (20%);
- Submitting an answer to the multiple choice questions (all complete Entries will receive the full score for Criterion E) (10%)

In case of a tie in the scoring, the tied Entry with the highest score in Criterion A, Philanthropic Answer that represents the Contest theme, will be deemed the Potential Winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the Potential Winner from among the tied entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed) will determine the Potential Winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Judging scores will not be revealed.

**WINNER NOTIFICATION/REQUIREMENTS:** Potential Winners will be notified initially by phone and/or email beginning on or about November 5, 2018. If such notification is undeliverable or the Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Winner by phone or receive a response directly by email after two attempts over a 48 hour period to the phone number or email address listed on that Entrant's Entry, then that Entrant may be disqualified, and the Entrant with the next highest score as determined by the Judges will be notified as per the procedures outlined above (*time permitting*). **Phone messages will not be left during the notification attempts.**

During the Grand Prize winner notification phone call and within the notification email, a Potential Winner will be informed that he/she is eligible to attend the Giving Trip (as defined below), and Potential Winner must confirm his/her eligibility and indicate his/her willingness and ability to accept the Giving Trip, inclusive of traveling on the required dates to the Giving Trip destination

and participation in the Activity (as defined below) assigned as part of the Giving Trip. If any Potential Winner does not meet the eligibility requirements, is unable or unwilling to travel during the designated dates, or is unable or unwilling to participate in the Activity assigned to the Giving Trip, or elects to decline the Grand Prize for any reason, s/he will be disqualified and, at Sponsor's discretion and time permitting, the Entrant with the next highest score as determined by the Judges will be notified as per the procedures outlined above (*time permitting*). Any disqualified Potential Winner will not receive any alternate Grand Prize substitution or compensation. Winner selection and participation is non-transferable.

Potential Winner (and, if at least 18 but still considered a minor in his/her state of residence, his/her parent or legal guardian) will be required to complete and return, within two (2) days of date of notification, an Affidavit of Eligibility & Publicity/Liability Release (unless prohibited by law) (the "Affidavit") including a prize acceptance form and a W-9 form. Potential Winner's travel guest (if any) will be required to complete and return along with winner's Affidavit, a Travel Companion Liability & Publicity Release (unless prohibited by law) and W-9 form. Potential Winner and Potential Winner's travel guest will be required to provide a copy of their valid passports as a condition of participating or receiving any prize.

**Potential Winners acknowledge and agree that they and their travel guests shall be required to execute an agreement as follows: (1) the Giving Trip's destination will not be revealed until Winner and guest are enroute to the destination; (2) Zika and other viruses and/or diseases may be a risk in the destination country of the Giving Trip and Winner and Guest understand they are responsible for taking any necessary precautions and/or declining the Grand Trip as they deem necessary; and (3) Winner and guest agree to release and hold harmless Released Parties (as defined below) for any medical, health or other related issues or risks that may arise from their participation in the Giving Trip. In the event that Winner or Guest fails or refuses to agree to these conditions, he or she shall not be permitted to go on, or accompany Winner on, as applicable, the Giving Trip**

Failure to collect or properly claim Grand Prize in accordance with these Official Rules will result in forfeiture of the Grand Prize.

Winners will be issued an IRS Form 1099 reflecting the actual value of all prizes won and will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on Grand Prize awarded.

Potential Winner and his/her travel guest will also be required to submit to a background check as well as a check of the No-Fly List or other flight-risk lists maintained or accessible to Sponsor to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a Potential Winner and/or travel guest on the basis of the findings resulting from such background check, if a Potential Winner cannot participate in any component of the Giving Trip, including the ability to travel to the destination, as determined by Sponsor in its sole discretion, or if a Potential Winner fails to properly authorize and/or provide the required information in connection with such background check.

**GRAND PRIZE (50):** Each Grand Prize winner will receive one (1) trip for two (2) people (*winner and one (1) guest*) to the Giving Trip destination as solely designated by Sponsor as follows:

**Giving Trip Destination** (*Maximum of fifty (50) winners*):

- Round trip economy class air transportation on JetBlue Airways for (2) (*winner and 1 travel guest*) from the New York City, NY (JFK) to a destination outside the United States, chosen at the sole discretion of the Sponsor which will be revealed once winners and guest are enroute to the destination, scheduled to depart on 11/27/2018 and return on 11/30/2018. Actual departure dates and times will be solely determined by Sponsor.
- One (1) double occupancy standard hotel room at hotel designated by Sponsor, arriving 11/27/2018 and departing 11/30/2018 (*3 nights' total*).
- Round-trip ground transportation between destination airport and hotel;
- Breakfast, lunch and dinner at Sponsor designated location during stay at destination;
- Volunteer activities ("Activities") may include, but are not limited to the following:
  - Working outdoors; painting; planting; working with basic tools to fix needs of a community center or school; reading to children; beach cleanup; working with animals; carrying boxes under 25 pounds in weight. Winner understands that the exact Activities will be determined during the Giving Trip and may be different from what is set forth here.

**NOTE: As a condition of accepting the prize, Grand Prize winner and travel guest will be required to participate in the Activities. Do not accept this prize if you or your travel guest do not wish or are physically unable to participate in these Activities. Grand Prize winner and guest may be required to sign an additional Waiver of Liability for Activity at destination prior to being able to participate in Activity.**

**By participating, each Grand Prize winner and travel guest (i) understand that Sponsor has not arranged for and does not carry any insurance of any kind for their benefit and that they will be solely responsible for obtaining and paying for any medical, life, accident, automobile, property or other insurance relative to his/her participation in the Giving**

**Trip; (ii) agree that they will obey all rules provided by Sponsor with respect to the Activities and will not otherwise expose themselves or any other individual, whether participating in the Giving Trip or not, to harm or danger; (iii) agree to release and hold harmless the Released Parties for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from participation in the Activities; and (iv) agrees to indemnify the Released Parties from any losses, liabilities or expenses, including reasonable attorneys' fees resulting from any claims, proceedings or investigations arising from or in connection with their failure to comply with section (ii) of this paragraph and/or their negligence or willful misconduct.**

**Grand Prize winner is solely responsible for any and all transportation and lodging (if applicable) costs required for travel between his/her city of residence and the Sponsor departure airport in New York City, NY (JFK). Grand Prize winner is also solely responsible for any and all expenses in destination city including, but not limited to, travel insurance, additional lodging, and any other expenses not specified as a part of the prize stated herein.**

Sponsor shall solely designate the Giving Trip destination each Grand Prize winner shall receive. Grand Prize winner may not substitute or exchange the Giving Trip destination, except at Sponsor's sole discretion. The ARV of each Giving Trip Grand Prize is \$2,000.00.

The total ARV of all Grand Prizes: \$100,000.

Released Parties not responsible for any travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, Sponsor is not responsible for awarding any compensation in lieu thereof. Each winner and his/her travel guest must travel together on the same itinerary. Each travel guest must be at least 18 years of age and of legal age of majority in his/her state of residence as of 11/26/2018. Travel guest may be designated once and may not be changed once designated. Winner and travel guest will be responsible for securing passports, photo I.D., Visas, any required vaccinations, medical records, or any other travel documents required for travel. JetBlue reserves the right to deny boarding to passengers without the proper documentation. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Actual value of the trip will depend on point of departure and any airfare fluctuations. Released Parties not responsible for late, lost, damaged or stolen luggage. Grand Prize does not include travel insurance, applicable taxes (including, but not limited to all local, state and federal taxes), tips, gratuities, any food in addition to breakfast, lunch and dinner as outlined above, alcoholic beverages, service charges, additional overnight accommodations, leisure activities, laundry service, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. Any other expenses not specified herein as being included in the Grand Prize are the sole responsibility of the winner.

If a Grand Prize winner elects to take prize trip without a guest, components of the Grand Prize will be awarded in increments/quantities suitable for the actual number of travelers and Grand Prize winner will not receive any compensation or substitute/alternate prize for same. Grand Prize winner agrees to maintain his or her behavior and the behavior of their travel guest in accordance with all applicable laws, generally accepted social practices (both domestic and local to the Giving Trip destination) and all rules and regulations applicable to any airline, hotel, venue or other entity in connection with participation in any prize activity, including, without limitation, use of a prize. Grand Prize winner understands and agrees that if Grand Prize winner (and/or his/her guest, if any) are removed from any activity at any time if the winner's (and/or his/her guest's, if any) behavior at any point is disruptive or may or does cause damage to person, property or otherwise violates the policies of an entity associated with this prize, in that event, Grand Prize winner may be required to forfeit the rest or all of his/her prize, with no substitution or compensation. In the event the Grand Prize winner is required to forfeit the rest or all of his/her prize, or the Grand Prize winner and/or his/her guest wishes to make changes to their return date for any reason, all travel changes are solely at the winner's expense and Sponsor is not responsible for awarding any additional compensation. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct.

All aspects of the Giving Trip may be videotaped, photographed or otherwise recorded by Sponsor ("Giving Trip Footage") and the Giving Trip Footage and all other materials documenting the process shall be owned by Sponsor. Grand Prize winner and travel guest understands that Sponsor, its designees, successors, assigns and licensees, shall have the right to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Giving Trip Footage and all elements embodied therein, along with their names, biographical information, likeness, performance, voice or image, in whole or in part, together with other materials, in any manner or media now known or hereafter devised (including, without limitation, posting the Giving Trip Footage on Sponsor websites (including, but not limited to, its social media pages or accounts)), throughout the world in perpetuity for advertising, promotional and other purposes, without further compensation, notification or permission. Sponsor has no obligation to make use of the rights granted herein. Released Parties are not responsible for any unauthorized use of Giving Trip Footage by third parties.

**PUBLICITY GRANT:** Each Grand Prize winner grants to the Released Parties the right to publicize his/her name (first name and last initial), address (city and state of residence), Entry (or any portion thereof), photograph, video recording, voice, statements and/or other likeness and prize information in any and all media now known or hereafter devised, for advertising, trade and other purposes, throughout the world, in perpetuity, in any manner, without limitation and without additional compensation, consideration, notification or permission, unless prohibited by law.

**GENERAL RESTRICTIONS:** By participating, Entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Contest. In the event an Entrant wins a prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize.

By participating, Entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to Entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or Activity related thereto), and to assume all liability therefor. Released Parties shall not be liable to winner or travel guest or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Released Parties disclaim all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. Released Parties disclaim any liability for entries not received due to technical difficulties or transmission errors. Released Parties disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Entrant's ability to participate in the Contest, and any injury or damage to Entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the Contest, the processing or judging of Entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest Website.

Sponsor reserves the right to cancel, modify or terminate the Contest for reasons including, but not limited to fraud, misconduct, regulatory, or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine prize winners from among all eligible, non-suspect Entries received as of the time/date of such termination using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor.

**IN CASE OF DISPUTES :** By participating, each Entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Contest, 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 (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**USE OF INFORMATION:** The information that you provide in connection with the Contest may be used by Sponsor in accordance with its Privacy Policy, which is found at <http://www.jetblue.com/legal/privacy/> and which may be updated from time to time without notice.

**Official Rules & Winners List:** For a copy of these Official Rules or the name of prize winners, send a self-addressed stamped envelope to be received by December 1, 2018 to: JetBlue Check-in for Good, P.O. Box 25466, Rochester, NY 14625-0466. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Sponsor:** This Contest is sponsored by JetBlue Airways Corporation, 27-01 Queens Plaza North, Long Island City, NY 11101.

**Administrator:** This Contest is administered by US Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625.