

## JETBLUE SOAR WITH READING NOMINATION PROGRAM

### TERMS AND CONDITIONS

**NO PURCHASE, DONATION OR PAYMENT NECESSARY TO PARTICIPATE. BY SUBMITTING A NOMINATION, YOUR NOMINATION MATERIALS, AS DEFINED BELOW, MAY BE INCLUDED IN SPONSOR'S COMMERCIAL MATERIAL, AS WELL AS AT SPONSOR'S WEBSITE OR SOCIAL MEDIA PLATFORMS.**

- 1. PROMOTION PERIOD:** The JetBlue Soar with Reading Nomination Program ("Program") begins on or about August 2, 2021 at 12:00:00 AM Eastern Time ("ET") and ends on August 31, 2021 at 11:59:59 PM ET ("Program Period").
- 2. SPONSOR:** The Sponsor of this Program is JetBlue Airways Corporation, located at 27-01 Queens Plaza North, Long Island City, New York 11101 (hereafter, "**Sponsor**", "**JetBlue Airways**" or "**JetBlue**").
- 3. ELIGIBILITY:** The person who submits the nomination will be referred to herein as the "**Nominator**". In order to participate by submitting a nomination as a Nominator in the Program, you must be a legal resident of the fifty (50) United States including the District of Columbia and Puerto Rico and eighteen (18) years of age or older at time of nomination. Employees of Sponsor who hold a position as a Crewmember and are in good standing at the time of nomination [and maintain good standing Crewmember status until the end of the Program Period] (hereinafter, a "**JetBlue Crewmember**") are eligible for this Program. The charitable organization that you nominate must be recognized as a non-profit organization with tax-exempt status under section 501(c)(3) of the Internal Revenue Code as of August 2, 2021 [and maintain its tax-exempt status (i.e., good standing) until the end of the Program Period] with established Corporate Offices located in Domestic JetBlue cities within the fifty (50) United States including the District of Columbia and Puerto Rico (or outside the United States only in the event the charity sponsors an office in an International JetBlue city) and not politically connected nor discriminatory (hereinafter, the "**Charity Organization**" or "**Nominee**"). For a complete list of JetBlue Domestic and International cities, visit [www.jetblue.com/destinations](http://www.jetblue.com/destinations). All other officers, directors, shareholders, agents and representatives of Sponsor, Don Jagoda Associates Inc. (hereinafter, the "**Program Administrator**"), Company 20 ("**Agency**") and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion and/or fulfillment agencies (hereinafter, the "**Related Entities**") 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 participate in this Program. Program is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.
- 4. HOW TO SUBMIT A NOMINATION:** During the Program Period, visit [SoarwithReading.com](http://SoarwithReading.com) ("**Website**") and follow the on-screen instructions to complete and submit the registration form by providing your complete name, a valid email address, complete name of Charity Organization you wish to nominate, Charity Organization website URL and city and state of Charity Organization's Corporate Office, in order to receive one (1) nomination into the Program ("**Nomination**"). Nominators must provide a brief description (in English and no more than one

hundred (100) words or less) telling us why their Nominee is deserving of the Soar with Reading Virtual Vending Machine. Nominations must be received by 11:59:59 PM ET on August 31, 2021. Limit one (1) Nomination per person, per email address throughout the Program Period. Multiple Nominators are not permitted to share the same email address. Any attempt by any Nominator to obtain more than the stated number of Nominations by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Nominator's Nominations and that Nominator may be disqualified. The Nomination must comply with the following "**Nomination Requirements**":(i) the Nomination or portion thereof, must not contain obscene, profane, lewd, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor's sole discretion; (ii) Nomination must be in keeping with Sponsor's image, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's or entity's personal or proprietary rights; (iii) Nominators may not copy or otherwise plagiarize the Nomination from any source; and (iv) the Nomination must be the submitting Nominator's original, previously unpublished work and should not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties. Any Nomination or portion thereof that violates the Nomination Requirements, as determined by Sponsor in its sole discretion, may be disqualified

Failure to comply with any of the aforementioned requirements will result in disqualification. Sponsor, in its sole discretion, may disqualify any Nomination for any reason, including if it determines, in its sole discretion, that Nomination fails to conform to these Terms and Conditions in any way or otherwise contains unacceptable content as determined by Sponsor, in each of their sole discretions.

Use of robotic, automatic, or macro devices is not valid for Nomination. **Any Nomination that is submitted with the use of a robotic, automated or macro device will be void.** All Nominations become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Nominations at Sponsor's discretion. If you submit a Nomination using a wireless device with a data plan, data rates may apply. See your wireless service provider for pricing plan details and capabilities. By submitting a Nomination, Nominator agrees to abide by the terms of these Terms and Conditions, the decisions of the Sponsor, Program Administrator, Agency and the Related Entities, and the Sponsor's Privacy Policy available at <http://www2.jetblue.com/legal/privacy/>.

- 5. GRANT OF RIGHTS:** Nominators give JetBlue and each of their 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 Nomination (and all rights embodied therein), along with Nominator's name, likeness, and biographical information, 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 the Program Site, Sponsor's website and social media pages of Sponsor), including without limitation for commercial, promotional or marketing purposes, without compensation or notification to, or permission from the Nominator. Sponsor is not obligated to use any of the above-mentioned information or materials. The use of a Nomination for Sponsor's commercial, promotional or marketing purposes or at any of Sponsor's

social media networks or on its website shall have no bearing on the Award recipient determination process.

6. **DIGITAL MILLENNIUM COPYRIGHT ACT:** Nominations will be deemed made at the direction of the Nominator within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH NOMINATOR REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, Nominator will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Nominator is granting to use the submission.
7. **TRADEMARKS:** All trademarks, logos, characters and service marks at Program Site and at [www.jetblue.com](http://www.jetblue.com) are trademarks of Sponsor ("**Sponsor's Trademarks**"). Sponsor hereby grants Nominators the right to use Sponsor Trademarks solely for the purpose of submitting a Nomination in this Program, pursuant to the terms of this Agreement. All rights and goodwill in any Nomination using a Sponsor Trademark shall inure solely to Sponsor.
8. **JUDGING CRITERIA / AWARD RECIPIENT DETERMINATION:**

Each Nomination will be judged immediately following the conclusion of the Program Period by a panel of Sponsor-selected judges ("**Judges**") to determine the top five (5) highest scoring Nominations based on the following criteria:

- 40% - Social Impact
- 30% - Originality
- 30% - Relevance to Theme

The Charity Organizations in the top five (5) highest scoring Nominations based on the above criteria will each be deemed an Award recipient, subject to verification, for a total of five (5) "**Award Recipients.**" In the event of a tie, tied Nominations will be re-judged by the Judges based 100% on Social Impact. In the event that there is an insufficient number of eligible Nominations, Sponsor reserves the right not to award all Awards.

Sponsor/Judges' decisions are final with respect to all matters relating to the Program. By participating, Nominators agree to the decisions of the Judges, which shall be final and binding in all respects. No information regarding Nominations or judging will be disclosed to any third party not involved in the conduct of the Program.

9. **FIVE (5) AWARD RECIPIENT NOTIFICATIONS/RELEASES:** An authorized representative of each potential Award Recipient will be notified via email on or about five (5) days following the end of Program Period by Program Administrator informing them that their Charity Organization has been judged a potential Award Recipient. Such authorized representative will be required to digitally execute and submit a Declaration of Eligibility, Award Acceptance, Liability, and, unless prohibited by law, Publicity Release ("**Release**") within seven (7) days from attempted date of notification to claim an Award. Sponsor will make two (2) attempts via email to reach a potential Award Recipient. If a potential Award Recipient is (i) disqualified, (ii) email notification is returned as undeliverable, (iii) Release is not received by Program Administrator in a timely manner, (iv) a potential Award Recipient is ineligible per these Terms and Conditions or is otherwise not in

compliant with these Terms and Conditions, or (v) a potential Award Recipient declines their Award, that potential Award Recipient will be disqualified and the Award will be awarded to the next highest scoring Nomination. A potential Award Recipient will not be an official Award Recipient until all required documentation has been returned, and eligibility has been formally verified. Each Award Recipient must be established with corporate offices in a Domestic JetBlue city within the fifty (50) United States including the District of Columbia and Puerto Rico (or outside the United States only in the event the Award recipient sponsors an office in an International JetBlue city) and provide a copy of their 501(c)(3) certificate in order to receive the award. For a complete list of JetBlue Domestic and International cities, visit [www.jetblue.com/destinations](http://www.jetblue.com/destinations). Sponsor is not responsible for fraudulent calls or emails made to Nominators or Award Recipients not by Sponsor or Program Administrator.

- 10. FIVE (5) AWARDS:** Each Award consists of access for the Charity Organization and its members to an online virtual book vending machine loaded with one thousand (1,000) children's books (available titles curated by Sponsor and its publishing partners in their sole discretion). All books must be redeemed via the virtual book vending machine by December 31, 2021. Books will be shipped in bulk to Charity Organization's authorized representative who will be responsible for distributing all books. Any books not redeemed via the virtual book vending machine by December 31, 2021 will be forfeited. **The approximate retail value ("ARV") of each Award is up to \$5,000. The total ARV of all Awards to be awarded is up to \$25,000. THERE IS NO AWARD FOR THE NOMINATOR. NOMINATORS HAVE NO TAX IMPLICATIONS FOR AWARDS. AWARDS ARE NOT TAX DEDUCTIBLE BY NOMINATORS.**
- 11. GENERAL AWARD RESTRICTIONS:** The specifics of all elements of the Awards stated herein shall be solely determined by Sponsor. Awards may not be substituted except that Sponsor in its discretion may substitute the Award, or portion thereof, with an award or portion of comparable or greater value in Sponsor's sole and absolute discretion. Awards are being offered is provided "as is" with no warranty or guarantee either express or implied by Sponsor. The Sponsor has not made, and will not be responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any award, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Limit one (1) Award per Charitable Organization.
- 12. WAIVER OF LIABILITY AND RELEASE:** By participating in the Program and submitting a Nomination, each Nominator waives, discharges and fully releases Sponsor, Program Administrator, Agency, the Related Entities, and the officers, directors, shareholders, agents and representatives of each (hereinafter, the "**Released Parties**") from any and all liability, injury, damage or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Program or from the receipt or use of any Award or from any activity related to the receipt or use of any award. By receipt of any award, each Award Recipient agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of any Award.
- 13. PUBLICITY:** Except where prohibited, Nominators (and Award Recipients by acceptance of an Award), grant to the Released Parties the right to publicize the Nominator's complete name, the complete name of the Charity Organization, Charity Organization website URL, and city and state of Charity Organization's Corporate Office, and Nomination (or any portion thereof), photograph,

voice, statements and/or other likeness and award 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.

**14. LIMITATIONS OF LIABILITY:** Released Parties are not responsible for stolen, late, incomplete, inaccurate, stolen, misdirected, lost, damaged, garbled, delayed, incomplete or garbled Nominations, or email or other communications of any kind; for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines; or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or judging of Nominations, the announcement of the Awards, functionality of the Program Site or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program. Persons who tamper with or abuse any aspect of the Program or attempt to undermine the legitimate operation of the Program by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Nominator or any representative of Sponsor and/or the Released Parties, or who are in violation of these Terms and Conditions, as solely determined by Sponsor, will be disqualified and all associated Nominations will be void. Any attempt to deliberately damage the content or operation of this Program is unlawful and subject to legal action by the Sponsor, and their respective agents. Sponsor shall have the sole right to disqualify any Nominator for violation of these Terms and Conditions or any applicable laws relating to the Program and to resolve all disputes in its sole discretion. Notwithstanding anything in these Terms and Conditions to the contrary, Released Parties (i) make no warranty, guaranty or representation of any kind concerning any award, and (ii) disclaim any implied warranty.

**15. GENERAL CONDITIONS:** Sponsor reserves the right, in its sole discretion, to cancel or suspend the Program (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Program (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Award Recipients and award the Awards based on the Judging Criteria stated herein from among all non-suspect, eligible Nominations received up to the time of such cancellation or in another manner otherwise deemed fair and appropriate by Sponsor.

**16. CAUTION: ANY ATTEMPT BY AN NOMINATOR TO DELIBERATELY DAMAGE THE PROGRAM SITE OR TO UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR WILL DISQUALIFY ANY SUCH NOMINATOR AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH NOMINATOR TO THE FULLEST EXTENT PERMITTED BY LAW.**

In case of multiple Nominations received from the same Nominator, only the first nomination received from such Nominator will be considered. In the event of dispute as to the identity or eligibility of Nominator based on the email account, the Award-winning Nomination will be declared made by the “**Authorized Account Holder**” of the email account used to submit the Nomination provided he/she is eligible according to these Terms and Conditions. The “**Authorized Account Holder**” is defined as the natural person assigned the account. A potential Award recipient may be asked to provide Sponsor with proof that he/she is the authorized account holder of the email account. If a dispute cannot be resolved, the Nomination will be deemed ineligible. Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**17. DISPUTES:** By participating in this Program, each Nominator agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Program, or the awards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program, and in no event will Nominator be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will any Nominator be permitted to obtain any award for, and Nominator hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Nominators and Sponsor in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Program or relating to these Terms and Conditions shall be instituted only in the federal or state courts located in the State of New York, County of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Terms and Conditions. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

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

**19. LIST OF AWARD RECIPIENTS:** For a list of Award recipients, available after September 30, 2021 (or after all Awards are awarded), send a stamped, self-addressed envelope by September 30, 2021, to: Soar with Reading Award Recipients, 100 Marcus Drive (Dept. CC), Melville, NY 11747.

**NATURE OF SPONSOR’S BUSINESS:** Air Transportation.