

TARIFF CONTAINING

WESTJET CREDIT FREQUENT GUEST PROGRAM

TERMS AND CONDITIONS

ISSUE DATE
February 26, 2010

ISSUED BY
Lorne Mackenzie
Director Regulatory Affairs
WestJet, an Alberta Partnership
22 Aerial Place N.E. Calgary, AB. T2E 3J1

EFFECTIVE DATE
March 4, 2010
Per SP# 54859

CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff, effective as of the date shown thereon:

Page Number	Number of Revision
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original

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RULE 1 GENERAL TERMS AND CONDITIONS

1 GENERAL TERMS AND CONDITIONS

- i Thank you for joining the WestJet Frequent Guest Program™ (“FGP”). The FGP is a guest rewards program offered by WestJet, an Alberta partnership (“WestJet”). The following terms and conditions (hereinafter “FGP Rules” or “Rules”) apply to the FGP. By gaining access to, using this site, or enrolling in the FGP, you agree to be bound to by these FGP Rules. WestJet reserves the right to revise or change the FGP Rules at any time and without notice to you by posting updated text on this site. You are responsible for periodically visiting this site to view any changes. By your continued participation in the FGP, you are deemed to accept any change or update to the FGP Rules.

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RULE 2 MEMBERSHIP**2 MEMBERSHIP**

- i Membership in the FGP is limited to natural persons and no corporation, trust, partnership, household, animal or other entity may hold membership in the FGP.
- ii You must enrol for membership in the FGP individually, only once, and using your name exactly as it appears on your government-issued identification used for air travel. Applications for enrolment can be completed at www.westjet.com.
- iii Proper legal documentation will be required for any name change on your account.
- iv If you are an agent who is enrolling an individual, you represent and warrant that you have the authority to act as agent for the individual.
- v You must have a valid email address to enrol. Minor children may register using their parent's email address. All communications from WestJet to you will be made via email.
- vi You will be issued a membership number which will be e-mailed to you after your enrolment. It is your responsibility to record and retain your membership number. WestJet will not issue membership cards.
- vii You must advise WestJet immediately of any change of postal or email address by updating your profile online at www.mywestjet.com.
- viii Qualifying spend and WestJet dollars (as defined below) accumulated by a minor will be deposited in the minor's account. The minor's account and WestJet dollars may be administered by the minor's parent or legal guardian. Reward notifications will be sent to the email address on record (not necessarily the email address of the parent who purchased the ticket for the minor). In a divorce situation, either parent or guardian who wishes to challenge the email address on record will be required to provide WestJet with court orders indicating which parent or guardian has the legal right to establish the address of the minor.
- ix Upon receiving notice or becoming aware of the death of a WestJet Frequent Guest Member who has accumulated WestJet dollars in the FGP, WestJet will terminate the membership, the account will be closed and the WestJet dollars in the WestJet Frequent Guest Member's account will be available for redemption by the WestJet Frequent Guest Member's estate. A copy of the death certificate and proof of executor or administrator, satisfactory to WestJet, may be required. The executor or administrator must advise WestJet of who the beneficiary of the WestJet dollars will be and provide the beneficiary's account number (or a new WestJet Frequent Guest Member account will be opened for the beneficiary if the beneficiary does not already hold an account). WestJet will not be liable or responsible in any manner for any tax consequences which may flow from the inheritance of WestJet dollars. WestJet dollars that have not been claimed as of ninety (90) days after the deceased WestJet Frequent Guest Member's account is closed, will automatically be cancelled and may not subsequently be redeemed, consolidated, converted, exchanged, combined or transferred. WestJet dollars will not be exchanged for cash.
- x WestJet dollars are not divisible in case of separation or divorce.
- xi FGP membership is granted in WestJet's sole discretion, and may be withdrawn in WestJet's sole discretion with or without notification.
- xii If, in WestJet's sole opinion, you abuse any of the FGP's privileges, fail to follow any of its terms and conditions or make any misrepresentation to WestJet, WestJet may, in its sole discretion, revoke any or all of the WestJet dollars in your account and/or revoke the your membership in the FGP, with or without notification.
- xiii WestJet will not be liable or responsible in any manner for any tax consequences which may flow from participation in the FGP. You will be solely responsible for the reporting of any income tax benefits and the payment of any taxes.

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RULE 3 PRIVACY**3 PRIVACY**

- i WestJet may provide FGP related information about you to other parties, such as participating partners, merchants or service providers, as required to administer the FGP or to fulfill your redemption requests under the FGP. All collection, use or disclosure of personal information about you shall be in accordance with the WestJet Privacy Policy that is available on www.westjet.com.
- ii Account information will only be given to the account holder, the parent or guardian of record in the case of a minor, or a person designated by you in writing as defined earlier or pursuant to a court order or request from a government agency holding legislative power to compel such disclosure.

RULE 4 ACCOUNT ACTIVITY**4 ACCOUNT ACTIVITY**

- i Annual qualifying spend or WestJet dollars (as defined below) in an account belong to the account holder and not to the person or company who paid for the transaction giving rise to the qualifying spend or WestJet dollars.
- ii Electronic account statements will be issued to you monthly when available and sent to the email address on record (unless you opt out).
- iii Your profile and rewards account will remain active if: (1) there are unexpired WestJet dollars on your account; or (2) at WestJet's discretion, your profile has had activity within the preceding 12 month period. In addition, WestJet will deactivate any account that has had fraudulent activity.
- iv Each year, you may receive an email asking you to validate your account. You must take the steps outlined in the notice to ensure that your account is validated and that you continue to receive correspondence from WestJet regarding your rewards account.
- v If there is any discrepancy between account statements, WestJet reservation system or any other source, WestJet FGP records are final, conclusive and binding.

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RULE 5 QUALIFYING SPEND**5 QUALIFYING SPEND**

- i You may earn qualifying spend in connection with each dollar paid for an eligible published fare (as defined below) and certain fees identified by WestJet purchased in your name on WestJet flights. For greater certainty, annual qualifying spend does not include spend on taxes, surcharges, insurance or fees paid which are not specifically stated as qualifying spend by WestJet, in its sole discretion.
- ii Qualifying spend will be accumulated to the WestJet Frequent Guest Member who is the individual traveller and whose name and membership number appears on the ticket.
- iii Qualifying spend is accumulated on an annual basis (a "Qualifying Year"). The first Qualifying Year will begin on the date that you enrol and end on the last day of the month, one year from the date that you enrol. Each subsequent Qualifying Year will be a 12 month period. For example, if you enrol on March 15, 2010, the qualifying spend accumulated in your account, will be reset and the WestJet dollars which have not been redeemed will be posted to your account as of March 31, 2011. In subsequent years, the qualifying spend total will continue rebuild as of April 1st until March 31st of the following year.
- iv Only the amount actually paid to WestJet will be considered Qualifying Spend. If multiple seats are purchased or reserved for one traveller on the same flight, only the amount actually paid to WestJet will be considered Qualifying Spend.
- v Eligible fares are published fares less any discounts. Eligible published fares exclude: reward program redemption; tour operator fares; charters; other carrier marketed or operated flights; WestJet or WestJet Vacations group bookings.
- vi Qualifying Spend will be updated once the flight has been completed. Please allow 30 business days for the Qualifying Spend and WestJet dollars, if applicable, to be posted into your account after the completion of travel.
- vii If you are re-accommodated by WestJet or WestJet Vacations, Qualifying Spend will be based on the original eligible dollar value of your flight.
- viii WestJet may also offer incentives based on accumulated qualifying spend in a Qualifying Year. Qualifying Spend will continue to accrue in a Qualifying Year if earned in that Qualifying Year, even if any or all of the WestJet dollars associated earned on that Qualifying Spend have been redeemed. Please visit www.westjet.com/frequentquest to find out more about the specific incentives and corresponding qualifying spend thresholds required to obtain each incentive. WestJet reserves the right to change the available incentives and thresholds at any time with or without notice.
- ix You must provide your member number at the time of booking. WestJet will consider requests to retroactively apply your membership number for up to three (3) months from the date that the flight is completed. You are responsible for providing all documentation evidencing the transaction within such timeframe. WestJet has the sole discretion to make any adjustments and WestJet's decision is final.
- x Qualifying spend does not include non-flight purchases such as gift certificate purchases, car rentals, hotel bookings or insurance, regardless of whether such purchases were made directly through WestJet.

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RULE 6 REWARDS**6 REWARDS**

- i WestJet dollars are maintained with Canadian dollar equivalency. WestJet dollars and qualifying spend are rounded to the nearest dollar. See www.westjet.com/frequentguest for details regarding WestJet dollar earning and redemption.
- ii Once you have met the Qualifying Spend threshold (the "Annual Qualifying Spend"), you will begin earning WestJet dollars. These WestJet dollars will be banked to your member account as WestJet dollars. Each Qualifying Year, you must meet the Minimum Qualifying Spend before WestJet dollars can be earned in that Qualifying Year.
- iii In addition, once you meet the Annual Qualifying Spend, WestJet dollars will be awarded for a set percentage of the total qualifying spend on the base package value of a WestJet Vacations package booked by a household. WestJet dollars on WestJet Vacations will only be awarded to the WestJet Frequent Guest Member who booked the vacation, but will be based on the total qualifying spend of the household.
- iv You may also earn WestJet dollars through other offers, promotions or incentives that may be offered by WestJet from time to time. WestJet reserves the right to make offers on specific dates, times or routes and to modify such offers, at its sole discretion.
- v Once you earn WestJet dollars, those WestJet dollars are posted and are available to be redeemed for a period of five years from the end of the Qualifying Year in which the WestJet dollars were earned. After this time, the WestJet dollars expire and cannot be redeemed in accordance with these terms and conditions. You can choose to extend WestJet dollars that are about to expire for a fee as determined by WestJet in its sole discretion. Such an extension must be completed prior to the expiration date for the WestJet dollars in question. No reinstatement of WestJet dollars will be available once expired.
- vi Except as specifically provided in these terms and conditions, WestJet dollars have no cash value, and are not exchangeable for cash. WestJet dollars are not available for purchase.
- vii WestJet may change the basis on which WestJet dollars are awarded (including the rate at which qualifying spend is accumulated / WestJet dollars are earned) at any time, with or without notice, in WestJet's sole discretion.
- viii Specific details regarding Annual Qualifying Spend, the specific conditions for accumulating qualifying spend and rewards levels are available at www.westjet.com/frequentquest.

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RULE 7 TRANSFERABILITY**7 TRANSFERABILITY**

- i WestJet dollars are personal and cannot be assigned, traded, willed or otherwise transferred except in accordance with these terms and conditions. Any assignment or transfer in violation of these rules will be void and may, at the discretion of WestJet result in the loss of membership in the FGP or the cancellation of any WestJet dollars.
- ii Combining qualifying spend between two or more different WestJet Frequent Guest Members is not allowed. Your account will only hold the qualifying spend associated to your individual travel.
- iii You may transfer a WestJet dollars amount to another member, subject to a transfer fee as determined by WestJet in its sole discretion.
- iv You may use your WestJet dollars to purchase a booking for another individual so long as you make the booking on behalf of the other individual.

RULE 8 REDEMPTION**8 REDEMPTION**

- i You may redeem WestJet dollars accumulated in your account at the time of booking against eligible WestJet published fares or toward a WestJet Vacations package. WestJet dollars redeemed toward WestJet Vacations are subject to a maximum amount. No retroactive application of WestJet dollars will be permitted. Unless specifically specified by WestJet, WestJet dollars cannot be redeemed toward taxes, surcharges, insurance or other fees. Eligible published fares exclude: reward program redemption; tour operator fares; charters; other carrier marketed or operated flights; WestJet or WestJet Vacations group bookings.
- ii WestJet dollars must be redeemed through one of the following channels: westjet.com, westjetvacations.com or WestJet call centres.
- iii Given the nature of the WestJet dollars, no blackout periods or inventory management apply for WestJet dollars redemption. There are no open-jaw, multi-city or stop-over restrictions.
- iv Once WestJet dollars are accumulated in your account, as described above, they are available to be used until such time as they expire as described in these terms and conditions.
- v Changes to bookings towards which WestJet dollars were applied are permitted, subject to WestJet's standard change promise. Standard change fees will apply and any additional amount owing (including base fare) may not be paid using WestJet dollars.
- vi Cancellations to bookings toward which WestJet dollars were applied are permitted, as per WestJet's standard cancel promise. Standard cancellation fess will apply. The WestJet dollars amount redeemed towards that booking will be reinstated to your account. The original expiration date associated with those WestJet dollars will continue to apply.

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RULE 9 PROGRAM CHANGES AND TERMINATION

9 PROGRAM CHANGES AND TERMINATION

- i WestJet may, in its sole discretion, terminate the FGP at any time. Termination of the FGP will be made by providing thirty (30) days notice.
- ii WestJet may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the FGP or certain aspects of the FGP, with or without notice.
- iii Where notice is given pursuant to any section of these terms and conditions, it will be via email notification and/or a notice posted on the WestJet website (found at www.westjet.com). Notwithstanding the foregoing, publication of the current terms and conditions on the website shall be deemed notice of such terms and conditions.
- iv All decisions regarding the interpretation of these terms and conditions and the administration of the FGP, and any disputes arising there from, shall be resolved by WestJet in its sole discretion.

RULE 10 LIMITATION OF LIABILITY

10 LIMITATION OF LIABILITY

- i WestJet assumes no liability to you whatsoever, including without limitation, liability by reason of the termination of or amendment to the FGP in whole or in part, limitations on the use of WestJet dollars or any change to reward levels
- ii WestJet is not liable for the product or delivery of service of any partner, including the issuer for the WestJet Credit Cards.
- iii In no event shall WestJet's liability with respect to the FGP, including liability for negligence or breach of contract, be greater than the WestJet dollars accumulated to your account at the time the dispute arose.

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RULE 11 WAIVER

11 WAIVER

- i Any waiver by WestJet of the strict observance, performance or compliance of these terms and conditions and any extension of time or other indulgence granted by WestJet, either expressly or by course of conduct, shall not alter, affect or prejudice any of WestJet's rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of WestJet's rights and remedies arising in respect of any other breach of these terms and conditions. No delay or omission by WestJet in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

RULE 12 GOVERNING LAW

12 GOVERNING LAW

- i The FGP shall be governed by the laws of the province of Alberta and the laws of Canada applicable therein. Any disputes regarding the FGP or in any way arising out of membership in the FGP shall be submitted to the courts of Alberta whose courts shall have jurisdiction to hear such disputes, or the Canadian Transportation Agency who can resolve disputes related to the terms and conditions of carriage set out in this tariff.
- ii WestJet dollars, qualifying spend and special offers are subject to applicable government regulations and are void where prohibited by law.

RULE 13 ACCEPTANCE OF TERMS AND CONDITIONS

13 ACCEPTANCE OF TERMS AND CONDITIONS

- i By completing the enrolment forms and/or using or accumulating qualifying spend or WestJet dollars for the first time, you: (1) certify that you are over the age of majority in the province in which you reside, or are the parent or legal guardian of the minor applicant; (2) consent to WestJet's collection and use of the certain personal information as set out in these terms and conditions and WestJet's privacy policy; and (3) agree to the terms and conditions of the FGP, as they may be amended from time to time.

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