

**September to Remember Sweepstakes
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR
PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Eligibility:** The September to Remember Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and District of Columbia (the "Territory"); who are 18 years of age or older; and who are located in the Territory at the time of entry. Avelo Airlines ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion. Sponsor or Promotion Administrator may require proof of consent at any time and in any manner they deem appropriate.
2. **Promotion Period:** The Promotion begins at 6:00 a.m. Pacific Time ("PT") on September 1, 2022 and ends, at 11:59 p.m. PT on September 30, 2022 (the "Promotion Period").
3. **How to Enter:**
 - a. **Flight Entry:**
 - i. Between September 1, 2022 and September 30, 2022 (the "Purchase Period"), purchase a "Ticket" from Avelo for a flight between an airport in any city serviced by Sponsor to a destination airport in a city serviced by Sponsor.
 - ii. During the Promotion Period (September 1, 2022 through September 30, 2022), use your Ticket to travel on an Avelo flight. Must complete travel segment on Avelo flight during the Promotion Period.

When the above steps are completed successfully, you will receive one (1) entry in the Promotion for each one-way flight segment flown and two (2) entries for each round-trip flight segments flown during the Promotion Period (a "Flight Entry").

- b. **Mail-in Entry:** To enter the Promotion by mail, without having to fly, during the Promotion Period, hand print (in the following order) your full name, complete street address, daytime telephone number, email address and birth date, on a 4" x 6" postcard (with no outer envelope) and mail it to: September to Remember Sweepstakes, PO Box 2923, San Jose, CA 95158 (a "Mail-in Entry") to receive ten (10) entries into the Promotion. Postcards must be received by October 7, 2022. All Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope and have sufficient postage. LIMIT ONE (1) POSTCARD PERSON/EMAIL ADDRESS.

LIMIT OF TEN (10) TOTAL ENTRIES PER PERSON/EMAIL ADDRESS REGARDLESS OF METHOD OF ENTRY. By entering, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at, <https://www.aveloair.com/privacy-policy>. You may unsubscribe from these email announcements without affecting your chances of winning this Promotion. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will be void and will not be entered into the Promotion's prize drawing. Entries made in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the

responsible entrant. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

4. **Prize Drawings:** On or about October 14, 2022, the Promotion Administrator will conduct the random drawing among all eligible entries received during the entire Promotion Period.
5. **Prize, Approximate Retail Value ("ARV") & Odds of Winning:** The following prize will be awarded: One (1) Grand Prize: One winner will receive twelve (12) pair of round-trip, non-stop Avelo Airline tickets (ARV \$398 / pair) for the winner and one (1) companion to fly from an airport in any city serviced by Sponsor to a destination airport in a city serviced by Sponsor. Total ARV of the Grand Prize is \$4,776. Prize must be accepted as awarded. Prizes are non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination. No substitution, cash redemption, sale or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). Arrangements for delivery of prize(s) will be made after winner validation. Odds of winning a prize depend on the number of eligible entries received. Prize will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prize that is not claimed properly in accordance with these Official Rules may not be awarded.
6. **Additional Prize Conditions: Grand Prize winner must complete all the prize trips on Avelo Airlines by December 31, 2023 or the travel portion of the prize will be forfeited in its entirety.** Grand Prize winner travel companion(s) may be required to complete a Travel Release. All travel accommodations at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. If applicable, winner and travel companions are responsible for procuring adequate documentation for travel, if required, or personal travel insurance prior to departure, if desired.

Travel restrictions, conditions and limitations may apply. Avelo tickets are subject to space availability and blackout dates. Additional Avelo Air terms and conditions apply. The actual value of a prize will depend on the actual departure and destination locations. Winners will not be awarded the difference between the actual and maximum retail value of their prize. Once travel documents are issued, neither travel arrangements nor travel companion may be changed without the approval of Sponsor.

Sponsor is not responsible for flight cancellations, weather conditions or any other circumstance beyond its control, or for inability of winner to travel in accordance with these Official Rules. Winners' guest must be 18 years of age or older, unless the winner is the parent/legal guardian of the guest. Winners and guests must be available to travel on the same itinerary. Travel arrangements of winners must be booked/ticketed at least three (3) weeks prior to travel through Sponsor.

All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport, ground transportation, gas, meals, parking fees, insurance, tolls, beverages, activities, incidental hotel expenses, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the sole responsibility of each winner and, where applicable, must be paid by winner with a credit card at the time of booking. The winner is responsible (at his/her expense) for ensuring that he/she has a valid required travel documentation. Each winner must comply with all airline and security requirements.

7. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline

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specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

8. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
9. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail through the contact information provided during the initial flight reservation, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within five (5) working days. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries.
10. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion or administration of this Promotion; or (x) cheating or fraud by any participant.
11. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination. Thereafter, Sponsor reserves the right to accept no further entries and award no further prizes.
12. **Releases:** By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties, and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the

acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

13. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
14. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.aveloair.com/privacy-policy>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
15. **Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2022 Promotion Administrator.
16. **Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
17. **Winners' List:** To view the winners' list for this Promotion, please visit <http://certified.promotrust.com/Avelo/SeptembertoRememberSweepstakes/winners/>. The winners' list will be available after winner validation has been completed.
18. **Third Party Rights:** All trademarks used herein are the property of their respective owners.
19. **Sponsor:** Avelo Airlines, Houston, Texas.
20. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070.

