RNO WAITING LOT GIVEAWAY SPONSORED BY THE RENO-TAHOE AIRPORT AUTHORITY

OFFICIAL RULES, TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS PROMOTION. The RNO Waiting Lot Giveaway (the "Promotion") is open to all legal residents of California and Nevada who are eighteen (18) years of age or older at the time of entry. Void where prohibited by law. Individuals employed by the Reno-Tahoe Airport Authority (the "Sponsor"), and Spirit Airlines, Inc. ("Spirit Airlines"), including their immediate families, may not enter or participate. Immediate family members are defined as a parent, spouse, sibling, child or anyone sharing the same residence as the applicable employee. By participating, entrants agree to be bound by these Official Rules, Terms and Conditions (the "Official Rules") as may be modified or amended by Sponsor, and the decisions of the Sponsor, which are final and binding.

How to Enter: The Promotion begins on November 1, 2022_{*} at 12:01 AM PDT and concludes on December 31, 2022_{*} at 11:59 PM <u>PST</u> (the <u>"Promotion Period"</u>). All entries must be submitted within the Promotion Period. Entries received after the end of the Promotion Period will be void.

To enter the Promotion, participants must scan the QR code located in the free waiting lot at RNO to complete the online entry form. Sponsor has no obligation to preserve or return any entry materials. By entering this Promotion, entrants give their express permission to be contacted by Sponsor by telephone, email, overnight delivery and/or postal mail for any purpose. Participants who opt in to receive future Sponsor emails regarding airport/airline information are hereby notified that personal data may be transferred and managed within the country, with the following people, companies, organizations, officials and commercial partners for publicity purposes: Sponsor.

Winner Selection: Subject to further verification and compliance with these Official Rules, a prize will be awarded to one (1) individual randomly selected by the Sponsor from among entrants who completed and submitted an eligible entry form during the Promotion Period (the "Winner"). Sponsor will randomly select the Winner by 11:59 PM PST on January 6, 2023. The identity of the Winner will be announced the week of January 9, 2023, and posted online at ********.renoairport.com. ENTRANTS NEED NOT BE PRESENT TO WIN.

<u>**Prize:**</u> The one (1) <u>Winner</u> will receive the following items with an approximate retail value (<u>*ARV</u>") of \$1,000.00.

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Two (2) Spirit Airlines vouchers provided by Spirit Airlines (the "**Prize**"). Each ticket is valued at \$500 and includes an assigned seat, one checked bag, one carry-on bag and priority boarding. The Winner must comply with the \$500 per ticket range when booking their flight.

Vouchers are valid for one year beginning January 9, 2023, and are for travel from RNO to wherever Spirit <u>Airlines</u> flies as a nonstop or connection from RNO.

If the actual value is less than the stated ARV, the difference in Prize value will not be awarded. Additional terms and conditions may apply. Terms will be provided at the time the Prize is awarded. Any Prize details that are not specified above will be determined by Sponsor, in its sole discretion. A Prize is not transferable and not redeemable for cash except at the sole discretion of Sponsor. In the sole discretion of Sponsor, the Prize is subject to change without notice, but will be substituted with a prize of equal or greater ARV. Sponsor will not replace any lost or stolen Prizes. A Prize is awarded "as is" with no warranty or guarantee by Sponsor.

The odds of winning any Prize will depend upon how many eligible entries Sponsor receives for the Promotion and are not reasonably calculable.

Air Travel Restrictions:

Air travel is subject to Spirit Airlines voucher terms and conditions; certain restrictions may apply.

Once travel is booked, <u>the Winner</u> shall be responsible for all other travel related expenses <u>associated</u> with <u>redemption</u> and <u>use</u> of the <u>Prize</u>,

including but not limited to: (i) any air travel cancellations and associated fees; (ii) any changes to the travel itinerary and associated fees; and, (iii) any changes to the Winner's or its travel guest names and associated fees. Taxes, meals, gratuities, travel upgrades, airline baggage fees, ground transportation fees, and any other expenses not specifically listed herein are the responsibility of the Winner. Any and all lodging, ground transportation, parking, meals and other incidentals associated with the redemption and use of the Prize are the sole responsibility of the Winner. Except as specifically provided in these Official Rules the Winner is responsible for all expenses and costs that the Winner may incur to receive, own, use and enjoy a Prize. The Winner assumes any and all liability for any injury or damage caused, or claimed to be caused, by participating in this Promotion or use or redemption of the Prize.

Limitations: One (1) entry into the Promotion per individual, per day; one (1) Prize per entrant. Attempts made by the same individual to enter the Promotion in the name of another individual will be disqualified. In the event of a dispute over the identity of an entrant, validity of entry will be determined in the sole discretion of Sponsor. Any violation of these Official Rules by a Winner (as determined by and at Sponsor!'s sole discretion) will result in the Winner!'s disqualification from this Promotion.

Sponsor, including its directors, officers, employees, and agents, and any third-party providers of services or goods are not responsible for incorrect or inaccurate entry information, or for any human mistake, technical error, lost or delayed data, or failures or malfunctions of any network, software or other computer equipment and technology used in connection with the Promotion. The Sponsor is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Entry materials that have been tampered with or altered are void. Sponsor reserves the right to disqualify any entrant or participant whose conduct appears in any way to inhibit the enjoyment of other entrants; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner.

Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Promotion (or any portion thereof) for any reason, including without limitation, equipment failure or malfunction, acts of God, natural causes, labor disputes, <u>pandemic</u>, fire, flood or other casualties.

<u>Taxes:</u> ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE <u>WINNER</u>. The Winner will receive a 1099 tax form, when applicable, provided by Sponsor.

Notification and Prize Delivery: The Winner will receive notice of the Prize once by email during the week of January 9. 2023; notification will be sent to the email address provided to Sponsor at the time of entry. If a Winner cannot be reached or does not respond within five (5) calendar days, or if contact is made, and the Prize offered is refused, that individual will be disqualified and the Prize will be awarded to an alternate entrant selected by a random selection method determined in the sole discretion of Sponsor. The Winner may be required to provide identification and sign an affidavit of eligibility; the Prize will only be awarded to a verified Winner. Once a Winner's identification is verified, the Winner must pick up their Prize at the Reno-Tahoe International Airport located at 2001 E. Plumb Lane, Reno, NV by 5:00 PM PST by January 31, 2023. If Winner refuses to execute the required documents or rejects his/her Prize, or in the event of noncompliance with these Official Rules, the Prize will be forfeited.

Release: By entering, entrants agree to release, waive, and hold harmless the Sponsor from and against any and all claims, losses, damages, and liability arising from injuries (including death), damages, costs, or expenses of any kind (including without limitation attorneys! fees) incurred as a result of the entrant! participation in this Promotion and/or their acceptance, use, or misuse of any Prize or element thereof. The Sponsor is not responsible for incomplete or misdirected entries, technical malfunctions or failures, or causes beyond its control. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor. The Sponsor is not responsible for printing or typographical errors or problems in any materials related to the Promotion.

Publicity: Except where prohibited by law, entrance into the Promotion grants the Sponsor and its affiliates, agents, successors and assigns a royalty-free, fully paid, non-exclusive, sublicensable, transferable, irrevocable, perpetual, unrestricted, worldwide license to use, publish, transmit, display, store, distribute, your name, likeness, photograph, voice, biographical information, Prize information, hometown, and state for promotional purposes in any media whatsoever. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor is not obligated to use any of the above-mentioned information, but may do so and may edit such information or materials, in Sponsor!'s sole discretion, without further notice obligation or compensation, unless prohibited by law.

<u>Change of Address Policy:</u> It is the sole responsibility of <u>all entrants</u> to notify Sponsor if his or her contact information changes.

<u>**Disputes:**</u> Except where prohibited, each entrant agrees that: (i) all issues and questions concerning these Official Rules, shall be governed

exclusively by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any Prize awarded (excluding air travel) shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Washoe County, Nevada, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys! fees; and, (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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. Each entrant agrees that (i) any and all disputes, claims and causes of action arising out of or in connection with the Prize described in these Official Rules or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Sweepstakes, but in no event attorneys" fees.

<u>Severability:</u> 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

<u>Who Won:</u> For the name of the <u>Winner</u>, available after the conclusion of the Promotion, please mail a request for the list to Reno-Tahoe Airport Authority, ATTN: Nicole Price, P.O. Box 12490 Reno, Nevada 89510-2490. <u>The Winner's names will be available for 30 days following the RNO free waiting lot drawing.</u>

Sponsor: Reno-Tahoe Airport Authority P.O. Box 12490 Reno, Nevada 89510-2490

(775) 328-6404 ******renoairport.com/