

## 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 "<u>Promotion</u>") 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 "<u>Sponsor</u>") 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 "<u>Official Rules</u>") 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, 2023 at 12:01 AM PT and concludes on December 31, 2023 at 11:59 PM PT (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 and 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, Notification, and Requirements:** Subject to further verification and compliance with these Official Rules, the Sponsor will randomly select three (3) individuals from among entrants who completed and submitted an eligible entry form during the Promotion Period (each a "Winner" and collectively, the "Winners") to receive a prize, as well as three (3) alternates. Sponsor will randomly select the Winners by 11:59 PM PDT on January 8, 2024 and contact the Winners within (3) days. Winners will receive notice of the Prize once by email and the notification will

be sent to the email address provided to Sponsor at the time of entry. The identity of the Winners will be announced the week of January 8, 2024 and posted online at https://www.renoairport.com/parking-transportation/drop-off-pick-up. ENTRANTS NEED NOT BE PRESENT TO WIN. Each Winner must contact the Sponsor by no later than January 15, 2024 to acknowledge award of the Prize. In the event any Winner fails to: a) contact Sponsor by January 15, 2024; b) refuses the Prize; or c) fails to comply with these Official Rules, that Winner will be deemed to have forfeited their Prize and the Prize will be awarded to an alternate. If a Winner forfeits their Prize, Sponsor will randomly select one of the alternates to receive the Prize (upon selection the alternate shall be deemed a "Winner" for purpose of compliance with these Official Rules) within three (3) days of a Winner's forfeiture. After being contacted by the Sponsor, the alternate must acknowledge receipt of the Sponsor's correspondence within ten (10) days. If the Alternate fails to acknowledge receipt of the Sponsor's contact within that time frame, refuses the Prize, or fails to comply with these Official Rules. the Prize shall be deemed forfeited and will not be awarded to anyone.

**<u>Prize:</u>** The Winners will each receive the following item with an approximate retail value ("ARV") of \$100.00 (the "<u>Prize</u>").

- Southwest Airlines \$100 Gift Card

If the actual value is less than the stated average retail value ("ARV"), 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(s) are 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.

**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, or fire, flood or other casualties.

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

<u>Verification</u>: Winner will be required to provide identification and proof of residential eligibility.

**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's 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.

**Change of Address Policy:** It is the sole responsibility of the entrant to notify Sponsor if his or her contact information changes.

Disputes: 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 the Prize section above 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.

**Severability:** 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 Winners, available after the conclusion of the Promotion, please visit <u>https://www.renoairport.com/parking-transportation/drop-off-pick-up/</u> or mail a request for the list to Reno-Tahoe Airport Authority, ATTN: Marketing and Public Affairs, P.O. Box 12490 Reno, Nevada 89510-2490. Winners' names will be available for at least 30 days following the RNO free waiting lot drawing.