

## Avelo 3 Year Anniversary 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 Avelo 3 Year Anniversary Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia (the "Territory") who are 18 years of age or older and are located in the Territory at the time of entry. Avelo Air Inc. ("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 and is void outside the Territory and where prohibited by law. 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.
2. **Promotion Period:** The Promotion begins at 12:00 a.m. Central Time ("CT") on April 28, 2024 and ends at 11:59 p.m. CT on May 18, 2024 (the "Promotion Period").
3. **How to Enter:**
  - a. **Registration Entry:** During the Promotion Period, visit [www.aveloair.com/3YearAnniversarySweepstakes](http://www.aveloair.com/3YearAnniversarySweepstakes) (the "Website") and locate the official entry form. Follow the instructions, complete all required fields, and submit the entry form to receive one (1) entry in the Promotion (a "Registration Entry"). **LIMIT ONE (1) REGISTRATION ENTRY PER PERSON/EMAIL ADDRESS.**
  - b. **Instagram Entry:** To receive an Instagram entry, entrant will need to have his/her own individual Instagram account. If you don't already have an Instagram account and wish to enter via Instagram, download the Instagram app on your mobile device and follow the directions to create an account; creating an Instagram account is free. Please note that you must agree to comply with the Instagram terms (<http://instagram.com/about/legal/terms/#>) to create an Account. **When posting on Instagram using a mobile device, message and data rates may apply. Consult your service provider's plan prior to entering via a mobile device.** Your Instagram account must be personal and publicly viewable. Your Instagram account may not be a corporate or shared account.

To enter via Instagram (an "Instagram Entry") you must complete the following steps:

- i. Follow [@aveloair](https://www.instagram.com/aveloair/) on Instagram: [www.instagram.com/aveloair/](https://www.instagram.com/aveloair/).
- ii. On the official Avelo Airlines sweepstakes post, submit a single comment with the following:
  - 1) Tag three (3) friends, and
  - 2) Use the hashtag #Avelo3YearSweepstakes.

You will receive one (1) entry into the Promotion for the Instagram Entry. Instagram Entries must comply with all further requirements and content restrictions set forth in these Official Rules. **LIMIT ONE (1) INSTAGRAM ENTRY PER PERSON / INSTAGRAM ACCOUNT.** Posts will not be judged.

Instagram Entries must follow the submission requirements set forth below and comply in all respects with these Official Rules. Instagram Entries may be posted on Sponsor's websites

and/or social media accounts. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. respects with these Official Rules. Instagram Entries may be posted on Sponsor's websites and/or social media accounts. All Instagram Entries are subject to a review by Promotion Administrator and Sponsor prior to posting online.

By submitting your Instagram Entry, you represent that your Instagram Entry conforms to the Submission Guidelines set forth below and with all of these Official Rules, and agree that the Promotion Administrator, in its sole discretion, may disqualify your Instagram Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Instagram Entry fails to conform to the Submission Requirements or to these Official Rules in any way.

**LIMIT OF TWO (2) TOTAL ENTRIES PER PERSON: ONE (1) REGISTRATION ENTRY AND ONE (1) INSTAGRAM 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. 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. **Conditions of Submission:**

##### a. **Submission Guidelines:**

1. The Instagram Entry submitted must be created by the entrant alone.
2. The Entry must be entrant's original creation; modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.
3. Instagram Entries must include the hashtag #Avelo3YearSweepstakes.
4. All Entries must be in English.

- b. **Additional Conditions of Submission:** Any Entry which Promotion Administrator or Sponsor, in their sole opinion, deem to be inappropriate for publication or inclusion in this Promotion will not be considered or displayed and the corresponding entrant will be disqualified. Entry cannot, in the opinion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) **except for incidental usage, as determined solely by Promotion Administrator, contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission;** (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (ix) be in violation of any law.

By submitting an Entry each entrant represents and warrants that: (i) his/her Entry is the sole and exclusive property of the entrant; (ii) the Entry is an original creation of the entrant; (iii) entrant owns or otherwise has rights to use all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright,

trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the participants depicted in the Entry (if any) have given written consent to its submission into the Promotion and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (vii) entrant is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in the Entry (other than entrant, if applicable); (viii) the Entry has not been previously published; (ix) publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless, the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITES, IN SPONSOR'S DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize. **Rights Granted: To the maximum extent permitted by law, your Entry will be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. This means you irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Promotion. You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry.**

By entering the Promotion, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to any voting or judging period.

5. **Prize Drawing:** On or about May 27, 2024, the Promotion Administrator will conduct a random drawing from among all eligible entries received during the entire Promotion Period.
6. **Prizes, Approximate Retail Value ("ARV"):** One (1) Grand Prize: a four (4) pack of roundtrip Avelo Airlines flight tickets for the winner from an airport in any city serviced by Sponsor to a destination airport in a city serviced by Sponsor (ARV: \$996). Eight (8) First Prize winners: Two (2) roundtrip Avelo Airline tickets for the winner from an airport in any city serviced by Sponsor to a destination airport in a city serviced by Sponsor (ARV: \$498 each winner). Total ARV of all Prizes is \$4,980. 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. Prizes must be accepted as awarded. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets or merchandise, Avelo Airlines Roundtrip Ticket Vouchers or certificates. Trips must be booked at least twenty-one (21) days prior to departure. Trip is subject to space availability and blackout dates. Additional Avelo Air Terms and Conditions apply. If

applicable, winner and travel companions are responsible for procuring adequate documentation for travel if required. Once travel documents are issued, neither travel arrangements nor travel companion may be changed without the approval of Sponsor. All travel expenses not specifically listed are winner's responsibility. Each prize must be accepted as awarded. Prize is 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 and Ground Prize Sponsor reserve 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. **LIMIT ONE (1) PRIZE PER PERSON/INSTAGRAM ACCOUNT.** Odds of winning a prize depend on the number of eligible entries received for each drawing. Prize(s) 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(s) that are not claimed properly in accordance with these Official Rules may not be awarded.

- 7. Additional Prize Conditions: Prize winners must complete their trip on Avelo Airlines by March 31, 2025 or the travel portion of the prize will be forfeited in its entirety.** 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. Dates of trip, location, and travel arrangements are at Sponsor's sole discretion, and are subject to availability and change.

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.

- 8. Odds of Winning:** Odds of winning a prize depend on the number of eligible entries received.
- 9. 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 natural 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 specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

10. **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), as determined by the Promotion Administrator in its sole and absolute discretion. 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 or who otherwise fails to comply with these Official Rules.
11. **Notification & Validation of Winners:** Potential winners, at Promotion Administrator's discretion, will each be contacted by telephone, email, regular mail or overnight mail, 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 a stated amount of time. 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 and forfeiture of any prize, and the selection of an alternate winner in a random drawing from among the remaining eligible entries.
12. **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.
13. **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, human error, 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, including the selection of winners in a manner the Promotion Administrator deems fair and reasonable, including the selection of winners in a random drawing from among applicable eligible, non-suspect entries received prior to such modification, suspension or termination. Thereafter, the Sponsor reserves the right to accept no further entries and award no further prizes.
14. **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.

15. **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.
16. **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.
17. **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. 2024 Promotion Administrator.
18. **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.
19. **Winners' List:** To view the winners' list for this Promotion, please visit <https://certified.promotrust.com/Avelo/Avelo3YearAnniversarySweepstakes/winners>. The winners' list will be available after winner validation has been completed.
20. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor and not to Instagram.
21. **Sponsor:** Avelo Air Inc., 12 Greenway Plaza, Suite 400, Houston, TX 77046.
22. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.