

**Allegiant Travel Voucher 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 Allegiant Sweepstakes ("Promotion") is open only to legal residents of the 50 United States and the District of Columbia and Canada (excluding Quebec) (collectively the "Territory"), who are 21 years of age or older and located in the Territory at the time of entry. Hector International Airport ("Sponsor") and their respective parents, 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 and agents (collectively, "Promotion Parties"), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible. 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 Sponsor, which shall be final in all matters relating to the Promotion, including but not limited to validation of the judging process. Other eligibility requirements and conditions of participation are set forth below in these Official Rules for the Promotion ("Official Rules").
2. **Promotion Period:** Promotion begins at 11:00 a.m. Central Time ("CT") on Nov. 29, 2018, and ends at 5:00 p.m. CT on December 13, 2018 (the "Promotion Period").
3. **How to Enter the Promotion:** During the Promotion Period, visit the Fargo Hector Airport Facebook page and add a comment to the post asking for you to tag someone and share a travel destination. This process, when properly completed, will constitute your "Entry" into the Promotion. Entries must follow the submission requirements set forth below and comply in all respects with these Official Rules. All Entries are subject to a review by Sponsor prior to posting online.

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and you agree that the Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. **LIMIT ONE (1) ENTRY PER VALID FACEBOOK PAGE.** In the event of a dispute regarding the identity of the person submitting an Entry, Entries will be declared made by the person in whose name the Entry was submitted.

4. **Conditions of Submission:**

a. **Submission Guidelines:**

1. The Promotion Entry submitted must be created by the entrant alone.
2. All Entries must be in English.

- b. **Additional Conditions of Submission:** Any Entry which Sponsor, in its 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 sole opinion of the 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 trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including 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 Sponsor, 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; and (ix) depict, or be in violation of any law. By submitting an Entry each entrant represents and warrants that: (i) his/her Entry is the sole and original creation of the entrant and Entry has not been copied in whole or in part from any other work; (ii) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Entry is the sole and exclusive property of the entrant; (iv) 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 Sponsor; (v) the Entry has not been previously published; (vi) entrant owns or otherwise has rights to use all elements of the Entry; (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); (ix) Entry has not won previous awards; and (x) 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 OR SOCIAL MEDIA PLATFORMS, 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: 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, or 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. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to the end of any judging period.

5. Prizes and Approximate Retail Values ("ARV"):

- a. Two Allegiant travel vouchers will be awarded to one winner during the Promotion Period, consisting of: Two roundtrip flights on Allegiant (awarded as two one-time use Allegiant travel vouchers with a maximum value of \$200 per voucher, \$400 total).

No substitution, cash redemption or transfer of prize is permitted except at Sponsor's sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a

prize of equal or greater value. All federal, state and local taxes on the prizes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. LIMIT ONE (1) WINNER PER PERSON / FACEBOOK PAGE / EMAIL ADDRESS / HOUSEHOLD. At Sponsor's discretion, unclaimed prizes may not be awarded.

Prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Prizes will be emailed to email address provided when winners are contacted. No refund or compensation will be made in the event of the cancellation or delay of any flight. Allegiant travel vouchers must be used within one year from the issue date listed on the voucher or prize will be forfeited. Allegiant travel vouchers are subject to the terms and conditions set forth in this Promotion, and those set forth by Allegiant as detailed in the voucher and ticket contracts and on www.allegiantair.com. Prizes consist only of the items described above. All expenses and incidental costs not expressly stated in the prize descriptions above, including but not limited to, ground transportation, lodging, meals, incidentals, gratuities, baggage fees and personal charges at lodging are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

6. **Notification & Validation of Winners:** All potential winners (and/or their parent/legal guardian if a minor) will be notified by private Facebook message 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 (collectively, the "Prize Claim Documents") within a stated amount of time. If any required Prize Claim Documents or information are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Sponsor, the potential winner will be disqualified and at Sponsor's discretion, an alternative potential winner may be selected based on the results of the original judging.
7. **Limitations:** Promotion Parties are not responsible for any change of Facebook page address, email address, mailing address and/or telephone number of entrants. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete Entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind, including but not limited to human errors. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and/or illegible Entries will be disqualified.
8. **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, or any other causes beyond the control of Sponsor 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, Sponsor 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 Sponsor may select any remaining winners from among all eligible, non-suspect entries received as of the time/date of termination using the selection procedures listed in these Official Rules.
9. **Disqualification:** Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who acts in a disruptive or unfair manner, or who attempts to enter using any automatic or programmed entry method, or any entry service. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **Publicity:** Except where prohibited, by accepting prize, winner grants permission for Sponsor, Allegiant Travel Company and their respective agents to use his/her name, video/photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

11. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://fargoairport.com/>. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy. In the event there is a conflict between the Sponsor's Privacy Policy and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
12. **Releases:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release, discharge and hold harmless Promotion Parties, Allegiant Travel Company, their respective affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, advertising and promotion agencies and the officers, directors, employees and agents of each of the foregoing, from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, or the use of any photo, video or other Entry (b) that under no circumstances will an entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim (to the extent allowed by applicable law), punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) 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; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred to participate, excluding attorneys' fees and court costs.
13. **Choice of Law and Jurisdiction:** This Promotion is offered only in the Territory and is governed by the laws of the State of North Dakota. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Nevada located in the county of Las Vegas for any action, suit or proceeding arising out of or relating to this Promotion.
14. **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 and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
15. **Winners' List:** To receive a copy of the winners names (available after December 17, 2018, and subject to confirmation of winners) send an email (no later than December 31, 2018) to email@fargoairport.com with the subject line: "Winners List Request, Fargo Airport Giveaway."
16. **Sponsor:** The Promotion is sponsored solely by Hector International Airport in Fargo, ND. Mail-in entries are not accepted at this address.