

## **Spirit Airlines Official Rules Lexington Barbeque Festival Contest**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Spirit Airlines Contest (the "contest") is open only to legal residents of North Carolina and Virginia that have attained the age of majority in their state of residence. Employees of Spirit Airlines, the immediate family (spouse, parents, siblings and children), and household members of each such employee are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entries are made by filling out entrant's name and email and submitting it electronically with the tablet or phone. Rules may be found at [www.flyfrompti.com/contestrules](http://www.flyfrompti.com/contestrules). Prize includes two tickets on Spirit Airlines from PTI Airport to Orlando, Tampa or Ft. Lauderdale only valued up to \$500 each including an assigned economy seat, one checked bag and one carry-on.

**2. Sponsor:** Spirit Airlines, 2800 Executive Way, Miramar, FL 33025.

**3. How to Enter:** Entrants are required to submit a first and last name, and valid email address. An entry will not be eligible to win a prize if the entrant does not have a valid e-mail address. Entries will be taken from 8 am to 8 pm on October 27, 2018. By entering you are opting-in for emails from Spirit Airlines Marketing.

Limit: Each participant may submit a total of one (1) contest entry. Any additional entries requested in excess of this amount will not be included in the drawing pool.

**4. Winner Selection:** One (1) potential winner will be chosen at random from among all eligible entries on October 29 at approximately 10 am. The winner does/does not have to be present to win. If the winner is not present they will be contacted via phone or email within 7 days following the winner being picked.

Selection of the potential winner is final and binding in all matters related to the contest. The potential winner will be notified by email, subject to the entry requirements noted above. If a potential winner cannot be contacted, fails to respond to the notification, or fails to sign and return the required Affidavit of Eligibility and Liability/Publicity Release within 10 days of the notification, he/she forfeits prize. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**5. Prizes/Odds:** Prize includes two tickets on Spirit Airlines from PTI Airport to Orlando, Tampa or Ft. Lauderdale **only** valued up to \$500 each including an assigned economy seat, one checked bag and one carry-on. Odds of winning the prize depend on the number of eligible entries received during the Lexington Barbeque Festival held on October 27, 2018.

No cash value will be given or paid out. The voucher awarded (prize) is non-transferable and no substitution will be made. Sponsor reserves the right to substitute the prize for one of equal or greater value if it should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All costs and expenses associated with the Prize acceptance and use not specified here, including but not

limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. Prize will be delivered approximately 7 days after the notification and Affidavit is signed and returned.

**6. Release:** As a condition to receiving the prize, the winner will be required to sign a release by which he/she releases and holds harmless Sponsor, its respective affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. Sponsor provides no warranties of any type, express or implied, including, but not limited to, the fitness of the prize and quality.

**7. Publicity:** As a condition to receiving the prize, the winner will be required to sign a release by which he/she authorizes the use winner's name, biographical data, photograph, portrait, voice, and likeness for promotional purposes in any media, worldwide, without further payment or consideration. Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, if such an attempt is made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-

awarded, eligible prize claims.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, in the appropriate North Carolina State Court located in Guilford County, North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and 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. 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 Contest, shall be governed by, and construed in accordance with, the laws of North Carolina without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of North Carolina.

**11. Winners List:** Sponsor will contact winner as results become available.

© 2017 Piedmont Triad International Airport, Inc. All rights reserved.