

Visit Austin's Flyaway Sweepstakes 2024 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ELIGIBILITY: The following Sweepstakes is intended for legal residents of the 50 United States of America (USA) and D.C., who are 21 years of age or older, only and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the USA at the time of entry. The Sweepstakes is not open to Austin residents. Employees of Visit Austin as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored and administered by Visit Austin, 111 Congress Avenue, Suite 700, Austin, Texas 78701 (the "Sponsor" and "Administrator".)

AGREEMENT TO OFFICIAL RULES: By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning any Prize is contingent upon fulfilling all requirements set forth herein.

TIMING: The Sweepstakes begins on July 15, 2024 at 12:00 a.m. Central Time ("CT") and ends on September 30, 2024 at 12:00 a.m. CT (the "Promotion Period").

HOW TO ENTER: During the Promotion Period, visit www.visitaustin.org/events/flyaway-sweepstakes/ and follow the links and instructions to complete and submit the registration form, including a valid email address and zip code. Entry is free.

Entries will be considered ineligible if, at the sole discretion of the sponsor, they do not follow the directions described in these Official Rules, or if they contain language or images that are in any way threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable or which constitutes or encourages conduct that would be considered a criminal offense or otherwise contrary to any law or appear contrary to the spirit of the Sweepstakes.

Limit: Each participant may enter once (1) during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the

natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

GRAND PRIZE DRAWING: Visit Austin will randomly select the potential Sweepstakes winner from all eligible entries received during the Entry Period, on or around October 4, 2024. The potential winner will be notified by email. If a potential winner cannot be contacted, or prize is returned as undeliverable, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. In the event that a 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. Must be redeemed by October 2025. Some restrictions apply.

PRIZE: One Winner will receive (2) nights at The Loren Hotel for two, (1) \$100 food and beverage voucher to Nido (1) \$1000 gift card to go towards airline tickets to Austin, (1) \$100 gift card to Bill's Oyster and (2) concert tickets to a show at ACL Live at the Moody Theater. The approximate retail value ("ARV") of Prize is \$2,820.

PRIZE CONDITIONS: By accepting any prize, the prize winner agrees to release the Sponsor from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. All local, state and federal taxes are solely the responsibility of the winner and/or any other fees/costs associated with the receipt of any prize. Sponsor is not responsible for any service provider fees that may apply. No substitution or transfer of prize or election of cash in lieu of prize or if of a lower ARV then stated will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) business days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. The winner will also be required to disclose his/her social security number and address via a Form W-9 for the purpose of issuance of a 1099 Form for tax purposes. All taxes, if applicable, are the sole responsibility of the winner. The winner's entry, and acceptance of the prizes offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, address (city and state), in all forms of media, in perpetuity, without notice or further compensation.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize using all non-suspect eligible entries received as of,

or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, the Administrator and their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) errors in the administration of the Sweepstakes or the processing of entries; (d) any changes in third party terms of conditions; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

GENERAL: By accepting a Prize, where permitted by law, Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Prize Winner's full name, likeness and/or biographical information for advertising, trade and promotional purposes without further

payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON INTELLECTUAL PROPERTY OR PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Prize Winners acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: All information submitted by entrants will be treated according to Sponsor's privacy policy, available at <http://www.austintexas.org/terms-of-use-privacy-policy/>. By participating in the Sweepstakes and providing your email address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants' and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding in which Sponsor is a party shall take place in the State of Texas; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.