

## AOPA'S 2024 FLIGHT TRAINING EXPERIENCE SURVEY SWEEPSTAKES Official Rules

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

ENTRY PERIOD: AOPA'S 2024 FLIGHT TRAINING EXPERIENCE SURVEY SWEEPSTAKES ("SWEEPSTAKES") begins at 12:00:00 PM "Noon" Eastern Time ("ET") on 9/1/2023 and ends at 11:59:59 PM "Midnight" ET on 10/31/2023 ("Entry Period").

ELIGIBILITY: Open only to legal residents of the 50 United States & District of Columbia, Puerto Rico, and the U.S. Virgin Islands, age 16 years or older at date of entry. Minors, or those who have not reached the age of majority as legally mandated by the entrant's jurisdiction of residence may participate only with the consent of their parents or guardian. Void where prohibited by law. Sweepstakes governed by U.S. law. Trustees, officers, and employees of the Aircraft Owners and Pilots Association ("AOPA"), its advertising and promotion agencies, and their respective parent companies, affiliates, retailers, subsidiaries, sales representatives and/or distributors and their immediate families (parents, children, spouse, siblings) and those living in the same household, whether related or not), are not eligible to enter or win.

TO ENTER: There are two methods of entry. Method #1: An individual who fully completes a flight training experience survey at <a href="http://aopa.org/ftsurvey">http://aopa.org/ftsurvey</a> during the Entry Period, (a "Registrant") will be eligible for one (1) entry ("Registration Entry") into the Sweepstakes. Method #2: To enter without completing the flight training experience survey, whether you are an AOPA member or not you may enter via Alternate Method of Entry by entering your name, address, email, and phone number into the form located here (2024 Flight Training Experience Survey Sweepstakes) and selecting the option to enter without completing the survey. An eligible entrant who submits a valid Alternate Method of Entry in accordance with these Official Rules during the Entry Period will receive one (1) entry into the Sweepstakes. EQUAL LIMIT: Entries by Method #1 or by Method #2 are limited to one (1) total entry per person. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected, or undelivered entries. Sponsor is not responsible for any third party's failure to act in accordance with its instructions pertaining to Sweepstakes implementation. Regardless of entry method, incomplete entries will be considered void. All entries become Sponsor's property and will not be returned or acknowledged.

CONSUMER DISCLOSURES: No purchase or registration of any kind is necessary to enter or win. You have not yet won. Begins 09/01/2023; ends 10/31/2023. Prizes/Approximate Retail Values ("ARV"): Thirteen (13) Grand Prizes: A. Sporty's: One (1) Sporty's Pilot Training + Radio, Retail value of \$250, B. Pilot Workshops: One (1) PilotWorkshops: Real World VFR program on Flash Drive - retail value is \$149, C. Avis: Five (5) free rental (day coupon) certificates, Approximate ARV per certificate value of \$70 each, D. Boeing: Three (3) Boeing Flight Bags, ARV \$50 each, E. Hertz: Two (2) Gift Certificates, ARV, \$100 each. F: AOPA Pilot Gear

Store: One (1) One Buffalo Plaid Fleece and Sherpa Blanket, retail value of \$60. Maximum ARV of all prizes: \$1,159.00. All prize ARVs are stated in US dollars. Odds of winning depend on the total number of eligible entries received.

WINNER SELECTION AND NOTIFICATION: Thirteen (13) winners will be selected from among all eligible entries received during the Entry Period by random drawing conducted at approximately noon ET on or about 12/20/2023 at the offices of the Sponsor. Limit-one (1) prize per person. Prizes will be awarded in the sequence winners are drawn. Sponsor's decisions are final & binding in all respects. Winner need not be present to win. Potential winners will be notified within ten (10) days by email, mail, commercial courier, or by phone. If a prize notification or prize is returned as undeliverable, or if prize is declined or forfeited, the corresponding prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Sponsor reserves the right to award a prize of equal or greater value if prize is unavailable as determined by Sponsor at its sole discretion. Winners are solely responsible for all applicable taxes.

SWEEPSTAKES CONDITIONS: By entering, each entrant agrees: (a) to be bound by these Official Rules and by the decisions of the Sponsor, (b) to the extent permitted by law, to release, indemnify, defend and hold harmless the Sponsor, and its officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by entrant during or in connection with his/her participation herein, and, (c) not to sue Sponsor for any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant ever had, now have, or in the future may have against Sponsor, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from (i) participation in the Sweepstakes or any Sweepstakes related activity, (ii) the acceptance, possession, misuse or use of the prizes, (iii) the use of any of the rights granted herein (including, without limitation, the use and exploitation of the entrant's name, address [city and state], biographical information, statements, voice, video-taped recording, photograph and/or other likeness), (iv) any malfunction or other problem with the Sweepstakes website, (v) any error in the collection or retention of entry information, and (vi) any typographical or other error in the printing, offering or announcement of any prize. The Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, as determined by Sponsor in its absolute and sole discretion. In such event, Sponsor reserves the right to award the prize(s) (per the winner determination procedures in these Rules) from among the eligible entries received up to the time of the impairment.

DISPUTE RESOLUTION: Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Maryland; (b) any and all claims, judgments, and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Sweepstakes, but in no event shall such damages include attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to, punitive, incidental, or consequential damages, or any other damages other than actual out-of-pocket expenses. Entrant shall not claim or receive any damages subject to being 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 participants and AOPA in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

By participating in this Sweepstakes, each entrant expressively waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES.

DATA PRIVACY: Information participants provide to AOPA will be used to communicate with participants regarding this Sweepstakes and otherwise as set forth in AOPA's Privacy Policy, as it appears at www.aopa.org. Each winner's name, city and state of residence may be posted on the AOPA web site and printed in the AOPA Pilot and AOPA Flight Training magazines, and AOPA ePilot newsletter, among others, at Sponsor's sole discretion. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, statements, voice, video-taped recording, photograph and/ or other likeness for purposes of advertising, promotion, and publicity without additional compensation.

WINNERS LIST: For a copy of the winners list (available after 12/20/2023), send a self-addressed, stamped envelope by 02/28/2024 to: AOPA Flight Training Experience Survey Sweepstakes Winners List Request, 421 Aviation Way, Frederick, MD 21701.

SPONSOR: Aircraft Owners and Pilots Association, 421 Aviation Way, Frederick, MD 21701. This sweepstakes is in no way promoted, endorsed, administered, or sponsored by, any social media entity including but not limited to: Facebook, YouTube, Twitter, or Instagram.

OPT-OUT: To opt-out of Sponsor's future sweepstakes or contest mailings send a written request to: AOPA, Attn: Membership Division (Opt-out), 421 Aviation Way, Frederick, MD 21701.

NOTICE TO ONLINE ENTRANTS In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disgualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disgualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system

malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.