

The Fly Direct to #PRdise With Avelo Airlines: The Sweepstakes

Official Rules

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

Sweepstakes may only be entered in or from Rhode Island, Massachusetts, Vermont, New York, New Jersey, Pennsylvania, Delaware, Virginia, Connecticut, and Maryland and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States.

IF YOU ARE A WINNER OF A SWEEPSTAKES PRIZE, IN ORDER TO CLAIM YOUR PRIZE, YOU MUST TRAVEL TO ONE OF THE FOLLOWING AIRPORTS THAT PROVIDE AVELO FLIGHTS TO PUERTO RICO (SJU) AS OF NOVEMBER 15, 2023: NEW HAVEN, CT (HVN) AND PHILADELPHIA/WILMINGTON, DE (ILG).

1. How to Enter. To enter the *Fly Direct to #PRdise With Avelo Airlines: The Sweepstakes* (the “Sweepstakes”), during the Sweepstakes Period (defined below):

- Access the Instagram application on your mobile device;
- Follow the links and instructions to become a follower of both Avelo Airlines @aveloair and Discover Puerto Rico @discoverpuertorico on Instagram;
- Locate Sponsor’s post promoting this Sweepstakes pinned to the top of Discover Puerto Rico's Instagram profile @discoverpuertorico (“Sweepstakes Post”); and Tag another Instagram user in a comment to Sponsor’s Sweepstakes Post.

You must have an Instagram account to enter this Sweepstakes (which is free) and you must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. By tagging another user, you hereby represent that you have permission to tag such user in connection with this Sweepstakes.

If you enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, comments, captions, and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission (except Sponsor’s elements included therein); (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties tagged in the Submission have given entrant appropriate consent to be tagged for purposes of this Sweepstakes in accordance with these Official Rules.

Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

Limit one (1) Submission per person throughout the Sweepstakes Period. Entrants are not permitted to submit a Submission more than once during the Sweepstakes Period. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, 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 Instagram account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

2. Sweepstakes Entry Start/End Dates. Sweepstakes begins at **06:00:01 PM** Eastern Time ("ET") on October 23, 2023 and ends at **11:59:59 PM ET** on October 29, 2023 ("Sweepstakes Period").

3. Eligibility. Participation open only to legal residents of Rhode Island, Massachusetts, Vermont, New York, New Jersey, Pennsylvania, Delaware, Virginia, Connecticut, and Maryland, who are at least eighteen (18) years of age. Void outside of Rhode Island, Massachusetts, Vermont, New York, New Jersey, Pennsylvania, Delaware, Virginia, Connecticut, Maryland, and where prohibited, taxed or restricted by law. Employees, officers and directors of Discover Puerto Rico ("Sponsor"), Avelo Airlines, and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Sweepstakes if you are not located within the states of Rhode Island, Massachusetts, Vermont, New York, New Jersey, Pennsylvania, Delaware, Virginia, Connecticut, **or** Maryland (the "Territory"). All federal, state and local laws and regulations apply.

4. Submission Guidelines and Content Restrictions: By entering the Sweepstakes, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Sweepstakes if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Random Drawing/Odds. Winners will be selected in a random drawing from all eligible entries received on or about **November 3, 2023**. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor's agency.

6. Prizes. Five (5) winners will receive roundtrip tickets for two (2) people (i.e., winner and guest) to San Juan, Puerto Rico on Avelo Airlines. The prize includes priority boarding, one carry-on, one checked bag, and seat assignment up to \$20. The prize must be completed by June 30, 2024. Approximate retail value ("ARV") of each prize: \$1,000 (U.S.); but actual value may vary depending on air flight fluctuations and distance between departure and destination. Winners will not receive difference between actual and approximate retail value.

Total ARV of all prizes combined.: \$5,000 (U.S.). Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one prize per person or household.

NOTE: AVELO FLIGHTS TO PUERTO RICO (SJU) ARE ONLY AVAILABLE FROM NEW HAVEN, CT (HVN) AND PHILADELPHIA/WILMINGTON, DE (ILG) AS OF NOVEMBER 15, 2023 (EACH AN “AVELO AIRPORT”).

NO OTHER AIRPORTS IN THE TERRITORY OFFER AVELO AIRLINES FLIGHTS TO PUERTO RICO.

WINNERS ARE RESPONSIBLE FOR THEIR OWN HOTEL ACCOMMODATIONS AND ALL TRANSPORTATION IN PUERTO RICO AND TO AND FROM AN AIRPORT THAT OFFERS AVELO AIRLINES FLIGHTS TO PUERTO RICO. SPONSOR WILL NOT BE RESPONSIBLE FOR ANY HOTEL ACCOMODATIONS OR ADDITIONAL TRANSPORTATION BEYOND THE ROUNDTRIP AIRLINE TICKETS.

Trip consists of a airline tickets on Avelo airlines for two (2) people to San Juan, Puerto Rico from New Haven, CT (HVN) or Philadelphia/Wilmington, DE (ILG). Taxes, meals, gratuities, travel upgrades, hotel accommodations, ground and airport travel (to and from airport), or any other expenses not specifically listed herein are the responsibility of winner. Tickets are subject to availability; certain restrictions and blackout dates may apply. Winners must book and complete travel by June 30, 2024 or prize will be forfeited and may be awarded to an alternate in Sponsor’s sole discretion (time permitting). Winner must contact the Customer Support Center to book, change and/or cancel the trip . Winner must book a minimum of 14 days prior to travel. Winner cannot use cash, credit or other refund value if cancelled or moved to a different state. The ticket is non-transferable, subject to availability, and no cash value can be provided if service is terminated. Winner and guest must travel on the same itinerary and guest must sign travel release prior to ticketing. Guest must be of the age of majority unless the winner is guest’s parent or legal guardian. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and guest will be solely responsible for obtaining valid identification relating to acceptance and use of the prize. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Released Entities (defined below) are not responsible if the prize listed above (“Prize”) or any part thereof is delayed, postponed or cancelled due to events outside of its reasonable control, including due to COVID 19 restrictions. If in the event the Prize or any part cannot be awarded, including as a result of epidemics, pandemics or other public health concerns, including COVID 19, the Prize may be awarded at another time or as another trip or as another prize, such as cash prize (collectively “Substitute Prize”), all as determined by Sponsor in its sole and absolute discretion. If potential winner chooses not to accept the Prize or the Substitute Prize (as applicable), the Prize or Substitute Prize may be awarded to an alternate (time-permitting). As a condition of accepting the Prize or Substitute Prize (as applicable), potential winner and guest may be required to agree to comply with Sponsor’s and/or any prize supplier’s COVID safety protocols (collectively, “Sponsor’s Safety Protocols”), including, but not limited to, testing, mask wearing, social

distancing and quarantining, all as applicable and as determined by Sponsor and/or prize supplier, or the Prize (or Substitute Prize, as applicable) will be forfeited. Potential winner and guest agree to execute any documents provided by Sponsor to confirm such compliance.

7. Notification. Potential winners will be notified on or about **November 3, 2023** and may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt.

Potential winners will be notified by a direct message from Sponsor and/or by Sponsor posting a comment to the potential winner's Submission on his/her Instagram account. Potential winners will be required to email Sponsor within five (5) calendar days in order to claim their prize.

If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions. BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AVELO AIRLINES, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions,

errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, epidemics, pandemics, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the

American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.

13. Use of Data Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.discoverpuertorico.com/info/privacy-policy>. By participating in the Sweepstakes, 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.

14. Name of Winner/List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by November 30, 2023 to: Winner's List Request, Discover Puerto Rico Social Media Manager, Discover Puerto Rico, 500 Calle De La Tanca, Ochoa Building, Suite 402B, San Juan, PR 00901-1969.

14. Sponsor. Discover Puerto Rico, 500 Calle De La Tanca, Ochoa Building, Suite 402B, San Juan, PR 00901-1969.

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