

## AIRCRAFT OWNERS AND PILOTS ASSOCIATION | AOPA 172 SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN IN THIS SWEEPSTAKES.**

**A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**THE AOPA 172 SWEEPSTAKES (“SWEEPSTAKES”) BEGINS AT 9:00 AM Eastern Time (“ET”) ON 2/1/16 AND ENDS AT 11:59 PM ET ON 5/31/17 (“ENTRY PERIOD”).**

**ELIGIBILITY:** Open only to legal residents of the 50 United States & District of Columbia, Puerto Rico, the U.S. Virgin Islands, and Canada (excluding residents of the Province of Quebec), age 19 years or older (or at least the age of majority as legally mandated by the entrant’s jurisdiction of residence if greater than 19) at date of entry. Grand Prize winner must be certificated by the U.S. Federal Aviation Administration as a Student, Recreational, Sport, Private, Commercial or Airline Transport pilot as of 5/31/17. A current medical certificate is not required. Void outside of the aforementioned geographic areas and where prohibited by law. Sweepstakes governed by U.S. law. Employees of the Aircraft Owners and Pilots Association (“AOPA”) (the “Sponsor”), Ventura Associates International LLC (“Sweepstakes Administrator”), their advertising & promotion agencies, & their respective parent companies, affiliates, retailers, subsidiaries, sales representatives and/or distributors (collectively, including the Sponsor & Sweepstakes Administrator, the “Sweepstakes Entities”), & their immediate families (parents, children, spouse, siblings) & those living in the same household, whether related or not, are not eligible to enter or win.

**TO ENTER:** There are multiple methods of entry. **Method #1:** A qualified, voting member of AOPA as of 5/31/17 (an “AOPA Member”) will be awarded one (1) automatic membership entry (“Automatic Membership Entry”); if such AOPA Member is enrolled in AOPA’s Automatic Annual Renewal Program as of 5/31/17, then such member will receive five (5) additional Automatic Membership Entries, & if such AOPA Member is considered an AOPA Plus, Premier, Premier Plus, Life, or Premier Plus Life Member as of 5/31/17, then such member will receive ten (10) additional Automatic Membership Entries. To enter without any or all of the AOPA membership options described immediately above, whether you are an AOPA member or not you may enter via Alternate Membership Method of Entry by printing, completing and mailing (to the address indicated) the Alternate Membership Entry Form found at [www.aopa.org/sweeps/enterbymail](http://www.aopa.org/sweeps/enterbymail). An eligible entrant who submits a valid Alternate Membership Entry in accordance with these Official Rules that is postmarked by 5/31/17 & received by 6/7/17 will be granted a total of sixteen (16) entries ONE TIME ONLY during the Sweepstakes Entry Period. Alternate Membership Entry Forms must be completely hand written and mailed separately in a #10 envelope. **EQUAL LIMIT: Method #1 Entries (whether made by Automatic Membership Entry or by Alternate Membership Method of Entry) are limited to a one-time accumulation of sixteen (16) during the Entry Period. Method #2:** To enter via mail (“mail-in entry”), print, complete and mail (to address indicated) the Official Entry Form found at [www.aopa.org/sweeps/enterbymail](http://www.aopa.org/sweeps/enterbymail). An eligible entrant who submits a valid mail-in entry in accordance with these Official Rules that is postmarked by 5/31/17 & received by 6/7/17 will be granted one (1) entry. Official Entry Form must be completely hand written and mailed separately in a #10 envelope. **Method #3:** If the option to enter via personalized direct mail (“Personalized direct mail entry”) is offered to you, complete & return the Official Entry Form per instructions stated in the offer by the deadline stated in the offer. **Method #4:** If the option to enter online (“online entry”) is offered to you, visit the URL indicated (or if applicable click on the link provided in the email you received or the online ad you saw) & follow all online entry instructions to enter the Sweepstakes by the deadline indicated, with or without a donation. In some instances but only if indicated in the email you received or online ad you saw, online entry is automatic when making a contribution. (To enter without making a contribution, see Method #2 above.) There is a limit of one (1) online entry per person per day. All online entry notices posted at website apply, including but not limited to the Sponsor’s Privacy Policy. **For all entry methods:** Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, unreceived, illegible, misdirected or postage due mail/entries. Sponsor will not assume responsibility for any third party’s failure to act in accordance with its instructions pertaining to Sweepstakes implementation. Regardless of entry method, incomplete and/or mechanical reproductions of entries will be considered void. All entries become Sponsor’s property and will not be returned or acknowledged. Automatic Membership entries & online entries must be received by 11:59 PM ET on 5/31/17.

**AOPA 172 SWEEPSTAKES: PRIZE GIVEAWAY CONSUMER DISCLOSURES:** No purchase or donation of any kind necessary to enter or win. You have not yet won. Begins 2/1/16; ends 5/31/17. Prizes/Approximate Retail Values (“ARV”): One (1) Grand Prize: A Cessna 172 Aircraft refurbished to the specifications of the Sponsor. ARV: \$150,000; Two (2) 1<sup>st</sup> Prizes: ARV: \$1,000 each; Five (5) 2<sup>nd</sup> Prizes: ARV: \$500 each; Ten (10) 3<sup>rd</sup> Prizes: ARV: \$250 each; Fifteen (15) 4<sup>th</sup> Prizes: ARV: \$100 each; Fifty (50) 5<sup>th</sup> Prizes: ARV: \$60 each; Ninety (90) 6<sup>th</sup> Prizes: ARV: \$15 each. First through 4<sup>th</sup> Prizes may offer a variety of prize choices (e.g., aviation and navigation-oriented equipment or merchandise, gift cards, etc.), which may vary in creative presentations but will be approximately the same value. First through 4<sup>th</sup> Prize winners may choose any prize offered at level won. Fifth & 6<sup>th</sup> Prizes may offer a variety of AOPA fraternal or gift items, to be distributed at Sponsor’s discretion of choice subject to current availability. In all cases, the actual prize awarded may not be the one featured in the offer to which you responded. Maximum value of all prizes: \$162,850. All prize ARVs are stated in US dollars. Odds of winning depend on the total number of eligible entries received, estimated at 1:1,722,000 for the Grand Prize; 1:861,000 for a 1<sup>st</sup> Prize; 1:344,400 for a 2<sup>nd</sup> Prize; 1:172,200 for a 3<sup>rd</sup> Prize; 1:114,800 for a 4<sup>th</sup> Prize; 1:34,440 for a 5<sup>th</sup> Prize; and 1:19,133 for a 6<sup>th</sup> Prize. **SPONSOR: Aircraft Owners and Pilots Association, 421 Aviation Way, Frederick, MD 21701.**

**WINNER SELECTION AND NOTIFICATION:** A random drawing from among all eligible entries received during the Entry Period will be conducted at approximately 3:00 PM ET on or about 6/14/17 at the offices of the Sweepstakes Administrator, an independent judging organization located at 60 East 42<sup>nd</sup> Street, New York, NY 10165. Sweepstakes Administrator’s decisions are final & binding in all respects. Potential winners will be notified within ten (10) days by email, mail, commercial courier, or by phone. Three attempts will be made to contact potential prize winners within a ten (10) day period. If any potential winner fails to respond within ten (10) days of the first notification attempt, or if email, mail, commercial courier, and/or phone attempt is returned as undeliverable, the corresponding potential winner may be disqualified at the judges’ discretion and an alternate may be selected. If a prize notification or prize is returned as undeliverable, or if prize is forfeited, the corresponding prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. In order to receive a prize, any potential winner (at the discretion of the Sponsor) may be required to complete an Affidavit or Declaration of Eligibility & Release of Liability which must be signed & returned (along with any other documentation the Sponsor reasonably requires for prize fulfillment, such as, but not limited to providing proof of identity, various licenses, certifications, permits and insurance) within ten (10) days of date printed on notification or prize will be considered forfeited. Canadian residents, in order to win any prize, must first correctly answer unaided a time-limited mathematical skill-testing question administered by phone. Prizes awarded within approximately 30 days of winner verification, except in cases of delay of

availability. Sponsor is not responsible for such delays. No substitutions are permitted except by Sponsor who reserves the right to award a prize of equal or greater value if prize is unavailable as determined by Sponsor at its sole discretion. All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs, duties, fees and like amounts in connection with a winner's award, acceptance, or use of a prize arising from this Sweepstakes will be the sole responsibility of each winner. Winners are solely responsible for all fees and expenses not specifically set forth herein associated with claiming, registering and/or using any prize. For non-U.S. winners: 30% of the prize value may be withheld pursuant to IRS regulations. Winners acknowledge that neither Sponsor nor the Sweepstakes Entities make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prizes except that the prize shall be subject to manufacturer's stated warranty, if any. Prizes are not redeemable for cash or exchange and are not transferable or assignable, except at Sponsor's sole discretion. Limit: One prize per person or household.

**The following applies to the Grand Prize winner:** Grand Prize winner must be certificated by the U.S. Federal Aviation Administration as a Student, Recreational, Sport, Private, Commercial or Airline Transport pilot as of 5/31/17 and provide such proof as requested. In the event the selected potential Grand Prize winner does not meet the certificated criteria, the entry will be disqualified and the Grand Prize will be awarded in a random drawing to an alternate winner. Grand Prize will be delivered to the general aviation airport nearest to the Grand Prize winner's home. Delivery date will depend upon airport availability. Failure to accept possession of the aircraft within thirty (30) days of notification of availability may result in prize forfeiture. Grand Prize winner acknowledges that neither the AOPA nor its Sweepstakes Administrator has made nor is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the Grand Prize described herein, including, but not limited to, its quality, merchantability, mechanical condition or fitness for use. All warranties for the Grand Prize are hereby disclaimed by AOPA and the Grand Prize winner will accept the prize "as is." Grand Prize winner is solely responsible for all applicable taxes (including, without limitation, sales tax and income tax), insurance costs, surcharges, registration, title, license fees, storage, and any other costs incurred in claiming, registering or using the aircraft not specified herein as being awarded. The aircraft displayed or pictured in promotional/advertising materials may not be the actual aircraft awarded.

**SWEEPSTAKES CONDITIONS:** By entering, each entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor herein and by the decisions of the Sponsor and Sweepstakes Administrator, and to waive any right to claim ambiguity in this Sweepstakes, the Official Rules or any other documents required by Sponsor herein, (b) to indemnify, defend and hold harmless the Sweepstakes Entities and their respective officers, directors, employees, shareholders, 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/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and, (c) not to sue and to hereby irrevocably and unconditionally release, waive and forever discharge the Released Parties, from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, 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.

**PROMOTION CANCELLATION:** Sponsor reserves the right, at its sole discretion, to cancel, suspend and/or terminate this Sweepstakes in whole or in part at any time during the Entry Period for any reason whatsoever, including without limitation, in the event that the Sweepstakes is not capable of running as planned or as intended by these Official Rules due to causes beyond the Sponsor's control (including but not limited to delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages or acts of terrorism) which corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of suspension and/or cancellation, Sponsor will conduct the Sweepstakes drawing from eligible entries received to date and determine the winners in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Notice of any such action shall be posted at [www.aopa.org](http://www.aopa.org). Sponsor is not responsible for any typographical errors in the advertising of any prize included in the Sweepstakes or the Official Rules or other promotional materials.

**DISPUTE RESOLUTION:** Each entrant agrees that: (1) 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; (2) 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 shall such damages include attorneys' fees; and (3) 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.

**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](http://www.aopa.org). Each winner's name, age, 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 and likeness for purposes of advertising, promotion and publicity without additional compensation.

**WINNERS LIST:** For a copy of the winners list (available after 8/31/17), send a self-addressed, stamped envelope by 5/31/17 to: AOPA Sweepstakes Winners List Request, P.O. Box 972, Frederick, MD 21705-0972.

**OPT-OUT:** To opt-out of Sponsor's future Sweepstakes mailings write to: AOPA, Attn: Membership Division (Opt-out), P.O. Box 972, Frederick, MD 21705-0972