

**Aircraft Owners and Pilots Association  
2022-2023 AOPA Sweepstakes  
Official Rules**

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

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

**THE AOPA SWEEPSTAKES (“SWEEPSTAKES”) BEGINS AT 9:00 AM Eastern Time (“ET”) ON 5/21/22 AND ENDS AT 11:59 PM ET ON 12/29/23 (“ENTRY PERIOD”).**

**ELIGIBILITY:** Open only to legal residents of the 50 United States & District of Columbia, Canada (excluding residents of the Province of Quebec), Guam, Puerto Rico and the U.S. Virgin Islands, 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 12/29/23. 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” or the “Sponsor”), Ventura Associates International LLC (“Sweepstakes Administrator”), their respective parent companies, affiliates, retailers, subsidiaries, advertising & promotion agencies, sales representatives and/or distributors (collectively, 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:** An individual who is a qualified, voting member of AOPA any time between 5/21/22 and 12/29/23 (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 12/29/2023 then such member will receive five (5) additional Automatic Membership Entries. If such AOPA Member is an AOPA Life Member any time between 05/21/22 and 12/29/23 then such member will receive five (5) additional Automatic Membership Entries. However only one of these sets of (5) five additional Automatic Membership Entries will occur per individual; not 10 entries for both. To enter without one 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 entirely by hand and mailing (to the address indicated) the Alternate Membership Entry Form found at: <http://download.aopa.org/sweeps/2022SweepsAltEntryForm1.pdf>. An eligible entrant who submits a valid Alternate Membership Entry in accordance with these Official Rules that is postmarked by 12/29/23 & received by 1/5/24 will be granted a total of six (6) entries ONE TIME ONLY during the Sweepstakes Entry Period. Alternate Membership Entry Forms must be completely hand written and mailed to the address on the form separately in a hand-addressed #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 six (6) during the Entry Period.** **Method #2:** An individual who on 12/29/23 holds an AOPA World Mastercard® issued by Commerce Bank will be awarded one (1) automatic entry (‘Automatic Cardholder Entry’). (To enter without holding an AOPA World Mastercard, see Method #5 below.) Commerce Bank is not affiliated with the AOPA Sweepstakes. Mastercard® is a registered trademark of Mastercard International, Inc. Mastercard International, Inc. is not affiliated with the AOPA Sweepstakes. **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: <https://www.aopa.org/sweeps> (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. Online entries will require a donation, and in some instances (but only if indicated in the sweepstakes message/email you received or online sweepstakes announcement/ad you saw), online entry is automatic when making an online contribution. (To enter without making an online contribution, see Method #5 below.) 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. **Method #5:** To enter via mail (“mail-in entry”), print, complete and mail (to the address indicated) the Mail-In Entry Form found at: <http://download.aopa.org/sweeps/2022SweepsAltEntryForm2.pdf>. An eligible entrant who submits a valid mail-in entry in accordance with these Official Rules that is postmarked by 12/29/23 & received by 1/5/24 will be granted one (1) entry for each mail-in entry received. Limit: one Mail-in Entry Form per envelope. Mail-in Entry Form must be completely hand written and mailed to the address on the form separately in a hand-addressed #10 envelope. Entries that are incomplete or not prepared as stated herein will be disqualified.

**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. **Deadlines:** For Methods #1, #2 and #4: Automatic entries & online entries must be received by 11:59 PM ET on 12/29/23. For Methods #3 and #5: Must be postmarked by 12/29/23 & received by 1/5/24.

**CONSUMER DISCLOSURES:** No purchase or contribution of any kind necessary to enter or win. You have not yet won. Begins 5/21/22 ends 12/29/23. One (1) prize will be awarded. Prize/Verifiable Retail Value (“VRV”): One (1) Grand Prize: A Vintage Cessna 170 Aircraft with backcountry safety enhancements and avionics installed to the specifications of the Sponsor plus a complimentary one-year membership to AOPA. VRV: \$150,000. Odds of winning depend on the total number of eligible entries received, estimated at: 1:1,500,000. **SPONSOR: Aircraft Owners and Pilots Association, 421 Aviation Way, Frederick, MD 21701.**

Winner must be certificated by the U.S. Federal Aviation Administration as a Student, Recreational, Sport, Private, Commercial or Airline Transport pilot as of 12/29/23 and provide such proof as requested. In the event the selected winner does not meet the certificated criteria, the entry will be disqualified and the prize will be awarded in a random drawing to an alternate winner. Grand Prize will be delivered to the general aviation airport in the lower 48 states nearest to the Grand Prize winner’s home or other mutually agreeable airport. 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. Winner acknowledges that neither AOPA nor its Sweepstakes Administrator nor Sweepstakes Entities 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 winner will accept the prize “as is.” 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. No substitution is 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. Prize is not redeemable for cash or exchange and are not transferable or assignable, except at Sponsor's sole discretion.

**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 2/6/24 at the offices of the Sweepstakes Administrator, an independent judging organization located at 494 Eighth Avenue, New York, NY 10001. Sweepstakes Administrator's decisions are final & binding in all respects. Potential winner will be notified within ten (10) days by email, mail, commercial courier, phone or in-person. Three attempts will be made to contact potential prize winner within a ten (10) day period. If 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 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, potential winner will be required to complete an Affidavit or Declaration of Eligibility & Release of Liability and an IRS W-9 Form 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. If potential winner is a resident of Canada, in order to win, must first correctly answer unaided a time-limited mathematical skill-testing question administered by phone. Prize awarded within approximately 30 days of winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays.

**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. Furthermore, Sponsor and/or its agents may film, record and/or take photographs of the winner when he/she takes possession of prize and may use the resulting footage, recordings, or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or its products and services. No additional compensation will be provided for any resulting footage.

**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, pandemics, medical outbreaks, 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.

By participating in this Sweepstakes, each entrant expressly 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.

**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 likeness for purposes of advertising, promotion and publicity without additional compensation.

**WINNERS LIST:** For a copy of the winners list (available after 3/6/24), send a self-addressed, stamped envelope by 12/29/23 to: 2022-2023 AOPA Sweepstakes Winners List Request, 421 Aviation Way, Frederick, MD 21701.

**OPT-OUT:** To opt-out of Sponsor's future Sweepstakes mailings, write to: AOPA, Attn: Membership Division (Opt-out), 421 Aviation Way, Frederick, MD 21701.

Please see our privacy notice at [www.aopa.org](http://www.aopa.org) which explains how AOPA will use any personal information collected for the Sweepstakes.

**This Sweepstakes is in no way promoted, endorsed or administered by sponsored by, or associated with any social media entity, including but not limited to: Facebook, YouTube, Twitter or Instagram®. Entrants and Sponsor release the aforementioned from any and all liability related to this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to Sponsor.**

### **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 disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify 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.