

**Aircraft Owners and Pilots Association  
AOPA Backcountry Flying Sweepstakes  
Official Rules**

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

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

**THE AOPA BACKCOUNTRY FLYING SWEEPSTAKES (“SWEEPSTAKES”) BEGINS AT 9:00 AM EASTERN TIME (“ET”) ON 4/1/18 AND ENDS AT 11:59 PM ET ON 6/30/18 (“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, and certificated by the U.S. Federal Aviation Administration as a Student, Recreational, Sport, Private, Commercial or Airline Transport pilot as of 6/30/2018. A current medical 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:** 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 a contribution and/or by joining AOPA or renewing your AOPA membership. (To enter without contributing and/or joining AOPA or renewing your AOPA membership, see Method #2 below.) All online entry notices posted at website apply, including but not limited to the Sponsor’s Privacy Policy. Online entries must be received by 11:59 PM ET on 6/30/18.

**Method #2:** To enter via mail (“mail-in entry”), print, complete and mail (to the address indicated) the [Mail-In Entry Form](#) found at the URL indicated. [Mail-In Entry Form](#) must be completely hand written and mailed to the address on the form separately in a hand-addressed #10 envelope with no other contents, to be postmarked by 6/30/18 & received by 7/7/18. Entries that are incomplete or not prepared as stated herein will be disqualified.

**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, to be postmarked by 6/30/18 & received by 7/7/18.

**Method #4:** If the option to enter onsite at an event (“Onsite entry”) is offered to you, complete & return the onsite Official Entry Form, including a contribution, &/or personal information for joining AOPA or

renewing your AOPA membership. Official entry forms can be found at the AOPA exhibit at the event & must be returned to an authorized AOPA representative during the posted hours to be eligible. Incomplete onsite Official Entry Forms will not be accepted. To enter without contributing, and/or joining AOPA or renewing your AOPA membership, please see Entry Method #2.

**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.

**CONSUMER DISCLOSURES:** No purchase or contribution of any kind necessary to enter or win. You have not yet won. Begins 4/1/18; ends 6/30/18. Prize: One (1) winner will receive a backcountry flying experience in McCall, Idaho including a 2-day instruction course (collectively, "Experience"), and \$1,499 cash stipend to be used for travel, accommodations, and incidentals. Winner will have the option to receive \$4,999 cash in lieu of Experience and its \$1,499 cash stipend. Verifiable retail value: \$4,999. All prize values stated in and awarded in U.S. dollars. Odds of winning depend on the total number of eligible entries received, estimated at 1:10,700. **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 7/18/18 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 or commercial courier. Three attempts will be made to contact potential prize winner 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, or commercial courier is returned as undeliverable, or in the event the selected potential winner does not meet the certificated criteria, the potential winner will be disqualified, and an alternate potential winner will be selected. In order to receive a prize, any potential winner will 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 and/or certifications) within ten (10) days of date printed on notification or prize will be considered forfeited. Canadian residents, in order to win the prize, must first correctly answer unaided a time-limited mathematical skill-testing question administered by phone. No substitutions are permitted except by Sponsor who reserves the right to award a prize of equal or greater value if the prize or a prize component 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, fees and like amounts in connection with a winner's award, acceptance, or use of the prize arising from this Sweepstakes will be the sole responsibility of the winner. Winner is solely responsible for all fees and expenses not specifically set forth herein associated with claiming and/or using the prize. A U.S. winner must supply Social Security number to Sponsor or Sweepstakes Administrator as requested before prize award and an IRS 1099 form will be issued in the name of the winner for the \$4,999 value of the prize. For a non-U.S. winner: 30% of the prize value may be withheld pursuant to IRS regulations. Prize is not redeemable for exchange and is not transferable or assignable, except at Sponsor's sole discretion.

Should winner choose to receive the Experience, the following will apply: Experience will include a minimum of three (3) hours flying time accompanied by a flight instructor over a 2-day period at McCall Mountain and Canyon Flying Seminars LLC in McCall, Idaho ("Company"). Winner is responsible for making all travel and accommodation arrangements and is responsible for all incidentals, including meals (excluding a Company-provided welcoming dinner), gratuities, and any expense not specifically awarded as part of the prize and/or in excess of the \$1,499 stipend provided. Experience must be redeemed within one (1) year of notification and must take place on dates specified by the Sponsor or Experience portion of prize will be forfeited. Blackout dates and some restrictions may apply. If winner cannot travel or partake in Experience after booking, Experience portion of prize will be forfeited. If weather or other factors prevent any portion of the prize to be canceled by the Company and/or Sponsor, such portion(s) of the prize will not be awarded with no further obligation by the Sponsor to the winner.

Should winner choose to receive \$4,999 cash in lieu of entire Experience prize (which includes the \$1,499 cash stipend), a corporate check payable to winner will be issued within thirty (30) days of winner verification.

**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 liabilities, 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 prize, (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 the 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 winner 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). Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, statements, voice, video-taped recording, photograph, and/or other likeness for purposes of advertising, promotion and publicity without additional compensation. Winner's name, age, city and state of residence may be posted on the AOPA website and printed in the AOPA Pilot and AOPA Flight Training magazines, and AOPA ePilot newsletter, among others, at Sponsor's sole discretion.

**WINNERS LIST:** For the name of the winner (available after 8/31/18), send a self-addressed, stamped envelope by 6/30/18 to: AOPA Backcountry Flying 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

### **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 winner 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.