

WHY FLY PGD PHOTO PROMOTION OFFICIAL RULES

The following Promotion is intended for legal residents of the United States of America and D.C. only and shall only be construed and evaluated according to U.S. law and the laws of the State of Florida. Do not enter this Promotion if you are not located in the USA at the time of entry.

SPONSOR/ADMINISTRATOR: The “Why Fly PGD” Promotion (the “Promotion”) is sponsored by the Charlotte County Airport Authority, 28000 A-1 Airport Road Punta Gorda, FL 33982, (the “Sponsor”) and administered by Punta Gorda Airport (PGD) staff.

ELIGIBILITY: The Promotion is open and offered to any adult age 18 or older at the time of entry. No purchase necessary. Void where prohibited.

Employees of the Charlotte County Airport Authority (CCAA), their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with the Promotion, are not eligible to win prizes.

In addition, other employees are not eligible for drawings for prize(s) offered by their respective employer. This includes employees & immediate families (parent, child, sibling or spouse) of the following organizations:

- CCAA – not eligible to win any prize drawings
- Allegiant Ai, LLC – not eligible to win Allegiant travel vouchers
- Worldwide Flight Services – not eligible to win Allegiant travel vouchers

However, all are encouraged to submit a photo online and/or post and share examples on social media.

AGREEMENT TO OFFICIAL RULES: By participating, those who enter the Promotion (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

TIMING AND SELECTION OF WINNER: The Promotion will be defined by the following time periods:

1. The “Submission Period” is 12:01 a.m. ET Eastern Time (“ET”) on November 1, 2019 through May 31, 2020 ~~March 31, 2020~~ 11:59 p.m. ET.
2. A “Qualified Entry” received by the sponsor should include a written description that is 75 words or less, and a photo or video.

3. Qualified Entries will be randomly selected each month, approximately, to win one of several available prizes. Limit one (1) prize per person during the entire Submission Period.

Facebook's database clock is the official time-keeping device for the Promotion.

HOW TO ENTER THE PROMOTION: During the Submission Period, Entrants can enter by submitting an original photo ("**photo**") with an original written description ("**caption**") describing "why you fly PGD."

Entrants can enter the Promotion in four (4) different ways ("Mediums"). Each Qualified Entry in each Medium will result in one (1) Promotion Entry. Sponsor has the right to not accept/approve submissions deemed inappropriate or not applicable. Limit four (4) Entries, up to one (1) in each Medium, per person during the entire Submission Period. Limit one (1) prize per person during the entire Submission Period.

ACCEPTABLE ENTRY MEDIUMS:

VIA WEBSITE: Entrants can enter the Promotion by visiting www.WhyFlyPGD.com ("**Website**"), and following the instructions to complete the on-screen entry form and upload their original photo and caption to the Website (collectively, "**Website Entry**" or "**Entry**").

VIA FACEBOOK: Entrants can enter the Promotion via Facebook by posting their photo or video to their Facebook feed with a caption that includes the hashtag #WhyFlyPGD and tagging @PuntaGordaAirport (collectively "**Facebook Entry**" or "**Entry**"). Entries pertaining to Allegiant should also hashtag #TogetherWeFly and tag @Allegiant. Entrants are encouraged, but not required, to tag other on-airport businesses and entities as appropriate. Entrants that choose to enter the Promotion via Facebook must have a valid Facebook account and have their associated Facebook post set to public (so entry can be shared by Sponsor). If Entrant does not already have a Facebook account, one can be opened for free by visiting www.facebook.com or by downloading the Facebook application from the Apple Store or Google Play. Entrant must also be a follower of the Punta Gorda Airport Facebook account at @PuntaGordaAirport. Entry must be publicly posted on Entrant's Facebook feed for the duration of the Submission Period. Entry must comply with Facebook's Terms of Service, which Entrants can access at <https://www.facebook.com/terms.php>.

VIA TWITTER: Entrants can enter the Promotion via Twitter by tweeting their photo to their Twitter feed with a caption that includes the hashtag #WhyFlyPGD and tagging @PuntaGordaAir (collectively "**Twitter Entry**" or "**Entry**"). Entries pertaining to Allegiant should also hashtag #TogetherWeFly and tag @Allegiant. Entrants are encouraged, but not required, to tag other on-airport businesses and entities as appropriate. Entrants that choose to enter the Promotion via Twitter must have a valid public Twitter account and have their Twitter Feed privacy options noted as unprotected (so entry can be retweeted by

Sponsor). If Entrant does not already have a Twitter account, one can be opened for free by visiting www.twitter.com or by downloading the Twitter application from the Apple Store or Google Play. Entrant must also be a follower of the Punta Gorda Airport Twitter account at @PuntaGordaAir. Entry must be publicly posted on Entrant's Twitter feed for the duration of the Submission Period. Entry must comply with Twitter's Terms of Service, which Entrants can access at <https://twitter.com/en/tos>.

VIA INSTAGRAM: Entrants can enter the Promotion via Instagram by uploading their photo to their Instagram account and including the hashtag #WhyFlyPGD and tagging Fly_PGD (collectively "Instagram Entry" or "Entry"). Entrants that choose to enter the Promotion via Instagram must have a valid Instagram account and have their privacy settings set to public (so entry can be reposted by Sponsor). If Entrant does not already have an Instagram account, one can be opened for free by visiting www.instagram.com or by downloading the Instagram application from the Apple Store or Google Play. Entry must be publicly posted on Entrant's Instagram account for the duration of the Submission Period. Entry must comply with Instagram's Terms of Use which Entrants can access at <http://instagram.com/about/legal/terms/>.

By entering the Promotion and providing their contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they may receive newsletters, marketing or promotional materials and other information that may be of interest to Entrants. Entrants may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us at news@flypgd.com.

ENTRY REQUIREMENTS/RESTRICTIONS: Once submitted, an Entry cannot be deleted, canceled or modified during the Submission Period. In order to be eligible, Entries must actually be received by Sponsor during the Submission Period. Entries received by Sponsor before the start of the Submission Period or after the end of the Submission Period will be discarded and deemed VOID. Those who do not follow all of the instructions, do not provide the required information in their Entry, or do not abide by these Official Rules or other instructions of Sponsor will be disqualified. All Entries become property of Sponsor and will not be returned or acknowledged. An Entrant's submission of an Entry constitutes their representation of eligibility, consent to participate in Promotion and consent for Sponsor to obtain, use, and transfer their name, email address, photograph and other information for the purpose of Promotion administration.

Entrants represent and warrant that their submitted Entry is the original work of the Entrant, has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the Entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to

permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the entry (collectively, the "Clearances"). By submitting an Entry, an Entrant warrants and represents that he or she consents to the submission and use of the Entry in the Promotion.

By submitting an Entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media, including without limitation edit, rearrange, and/or copy the Entry for use in the Promotion of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the Entry is entirely the original creation/work of the Entrant and that use of the Entry as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the Entry. Entries may not contain any image or depiction of the following: (i) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (ii) inappropriate behavior for a general audience; (iii) any depiction of real or simulated sexual acts; (iv) violence in any form; (v) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (vi) materials which are derogatory to Sponsor, or any affiliated entity or person; (vii) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (viii) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (ix) materials which do not comply with all other requirements in these Official Rules. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any Entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Promotion's, or another's image or reputation. Sponsor reserves the right to delete, disregard, or blur any content from a submission without disqualifying the Entry where, in Sponsor's determination, such change does not materially alter the submission and the Entrant has otherwise attempted in good faith to comply with these Official Rules.

GENERAL CONDITIONS: If for any reason the operation or administration of this Promotion is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion in whole or in part, at any time, without notice and award prizes using all non-suspect eligible Entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to

be (a) tampering or attempting to tamper with the entry process or the operation of the Promotion or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Promotion, Entrants agree to release and hold harmless the Sponsor or their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, prize sponsors, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry; (b) unauthorized human intervention in the Promotion; (c) printing errors; (d) errors in the administration of the Promotion or the processing of Entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

PROMOTION PRIZES: Throughout the five-month Submission Period, various prizes will be collected and awarded as listed below.

There will be two (2) winners each receiving one \$250 Travel Voucher from Allegiant Air. Winner is responsible for transportation to and from an airport in which Allegiant Air operates. Travel subject to terms and conditions listed on the voucher and those posted on www.allegiantair.com.

There will be one (1) winner of ½ Hour Flight Experience for 2 in the Ford Tri-Motor.

There will be one (1) winner of ½ Hour Sightseeing Plane Ride for 2 with Harborside Aviation.

There will be one (1) winner of a VIP Stay at Seminole Casino Hotel Including a \$200 Dining Credit.

There will be five (5) winners of \$20 gift certificates redeemable at The Junction at PGD.

There will be five (5) winners of \$25 vouchers for Gulf Coast Car Service at PGD.

There will be five (5) winners of a week of free long-term parking at PGD.

There will be four (4) winners of 20 Gallons of Avgas fuel at PGD's FBO.

The winner(s) will be contacted and qualified (via messaging, telephone and/or email) by the Sponsor throughout the five-month Submission Period. Unless otherwise specified, or otherwise allowed by the Sponsor to be transmitted electronically, winners must be physically present with verifiable identification to pick up the prize at Sponsor's administrative offices during [regular office hours](#) within 30 days of being notified the prize is ready to be picked up.

No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute the prize or any prize component with another of comparable or greater value.

ADDITIONAL PRIZE CONDITIONS: By accepting a prize, the winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the prize. The winners will be responsible for all local, state, and federal taxes associated with the receipt of their prize.

If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if a potential winner cannot be reached or does not comply with the Sponsor's notification instructions within three (3) days from the first notification attempt, or if a potential prize winner fails to return requisite document(s) within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person(s) shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the prize at issue.

Winners grant the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Promotion or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the prizes. The prize winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Promotion, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in Courts of Charlotte County, Florida; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Promotion and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant,

whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor and Entrant.

Allegiant Travel Company and its subsidiaries and employees (collectively "Allegiant") are not parties to this Promotion and are solely contributing a portion of the prizes. Allegiant shall not be liable for the administration of the Promotion and the selection of the winners. IN NO EVENT WILL ALLEGIANT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

Instagram, Facebook and Twitter are not affiliated with the Promotion in any way and are not responsible for the administration of the Promotion or the awarding of the prizes. Entrants understand that they are providing their information to Sponsor and not to Instagram, Facebook or Twitter. Becoming a fan, following or liking Punta Gorda Airport does not constitute an Entry into the Promotion. No endorsement or approval of Promotion by Instagram, Facebook or Twitter are expressed or implied.