

OFFICIAL RULES – WINTER WANDERLAND 2019 PRIZE DRAWING

Roundtrip Tickets for Delta Air Lines Flights from Portland International Airport to Tokyo, Japan

By entering this drawing or accepting a prize, entrants agree to be bound by these Official Rules.

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW.

Deadlines: The Winter Wanderland 2019 Prize Drawing (the “**Drawing**”) begins at 8:00 a.m. PST on November 10, 2019 and ends at 8:00 a.m. PST on January 5, 2020 (the “**Entry Period**”). The sole determinant of time for purposes of the Drawing will be the computer clock of the Port of Portland (“**Sponsor**”) or its service provider.

Who May Enter: The Drawing is open to legal residents of the United States of America who are 18 years of age or older as of the date of entry except as stated in this paragraph. The following are not eligible to enter or win: (1) employees, officers, commissioners, and directors of the Sponsor or of its advertising, travel, or promotional agencies; (2) immediate family and members of the same household of any of the foregoing (the term “immediate family” includes spouses, parents, grandparents, siblings, children, and grandchildren); (3) previous winners of the Sponsor’s prize promotions within the 90 day period preceding the earliest date of the Entry Period; and (4) any others associated with the Drawing.

How to Enter: Complete and submit an entry form at www.flypdx.com (the “**Drawing Website**”) during the Entry Period and complete the online registration form. No purchase or payment is required to enter or win. Limit one entry per person; multiple entries from the same person are void. Entrants may receive promotional e-mail messages from Delta Air Lines and the Sponsor unless the “opt-out” box is checked when completing the entry form or online registration form.

Winner Selection and Notification: The Sponsor will select the winner through a random drawing on January 22, 2020, from all entries received during the Entry Period. The Sponsor’s selection of a winner shall be final and binding in all respects. The potential winner will be contacted within 14 calendar days from the date of the prize drawing. The potential winner must meet all eligibility requirements set forth in these Official Rules to qualify for the prize. Entrants that do not win will not be notified.

Odds of Winning: Odds of winning are dependent on the number of eligible entries received.

Prize: One eligible winner will be given Certificates for two (2) tickets for travel on Delta Air Lines for round trip flights in the main cabin from Portland International Airport (PDX) to Tokyo, Japan. Some fees may apply; see below.

Prize Terms and Conditions:

- Tickets must be redeemed by October 23, 2020.
- Air travel will be awarded in the form of Certificates that may be redeemed for round-trip travel on Delta Air Lines from PDX. Certificates are non-transferable, are not redeemable for cash and are void if sold or bartered. Any tickets obtained through such sale or barter are void and will not be honored for travel. Tickets may be cancelled or reissued without penalty for a period of 24 hours after reservation is made. After this cancellation/reissue privilege expires, date, time and routing changes are permitted (subject to the availability booking class) however a \$200.00 fee applies. Based on availability, passengers holding confirmed reservations and tickets may confirm earlier/later same day flight within 3 hours from scheduled departure time between same origin/destination for a non-refundable fee of \$50.00.
- Certificates do not include the September 11th Security Fee of at least \$5.60 one way which will be imposed on each flight segment in the passenger’s ticketed itinerary and international taxes and fees of up to \$349.00 for an economy ticket. A flight segment is defined as a takeoff and a landing. Baggage fees may apply, depending on itinerary. Allowances subject to size/weight limits. Taxes and fees are subject to change. Any taxes, fees, or charges paid at the time of ticket issuance will be refunded if ticket is not used. However, once redeemed, Certificates are void and will have no further value. Certificate travel will not qualify for SkyMiles mileage. Stopovers/Upgrades/Waitlisting/Open Returns are not permitted for tickets booked with Certificates. Lost, stolen or otherwise destroyed Certificates will not be replaced. Schedules are subject to change without notice. Additional restrictions may apply. It is the responsibility of the passenger to be in possession of all necessary documentation (e.g., valid passport,

visa where applicable) at the time and place of departure. Delta Air Lines reserves the right to deny boarding to any passengers without proper documentation.

- The eligible winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents. If the eligible winner's guest is a minor (as determined by his/her state of residence), the eligible winner must be the minor's parent/legal guardian and must complete required paperwork on behalf of the minor as applicable. The guest must execute the liability/publicity release described under "To Claim Prize" below prior to issuance of prize documents. The eligible winner and guest are responsible for all costs and expenses associated with prize acceptance and use not specified herein as being provided, including without limitation additional ground transportation, meals and gratuities.

Prize Value: The verifiable retail value of the prize is \$1,550.00 per ticket (\$3,100.00 total). Actual retail value may vary based on dates of travel, city of departure, airfare fluctuations, and distance between departure and destination. The eligible winner will not receive the difference between the verifiable and actual retail value. An IRS Form 1099 may be issued for prizes exceeding \$600.00 in value.

To Claim Prize: The potential winner and their travel companion will each be required to complete and return a Prize Eligibility Certificate and Acceptance Agreement (the "**Acceptance Certification**") in substantially the form included below, and an IRS Form W-9, within 10 calendar days after notice of selection. All results are unofficial until the Sponsor accepts the potential winner's executed Acceptance Certification. The prize Certificates will be emailed to the eligible winner at the email address provided when entering the Drawing. In the event of noncompliance with these Official Rules, or if the entrant cannot be contacted, or if the potential winner cannot or does not truthfully certify to the content of the Acceptance Certification, the prize will be forfeited, and an alternate winner will be randomly selected.

Conditions: The Sponsor reserves the right, in its sole discretion, to: (1) cancel, suspend, and/or modify the Drawing, or any part of it, if any fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing; (2) modify these Official Rules at any time, to waive minor entry informalities without liability, or to otherwise modify, suspend, or terminate the Drawing at any time; and (3) disqualify any individual found to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of law. 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. The Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or of any other provision. The Sponsor will not be responsible for any: (a) telephone, computer, hardware, software, programming, or interrupted or unavailable network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsor, including inability to access the Drawing Website, submit entries, or other disruption related to Internet traffic, virus, bug or non-authorized intervention; or (c) damage caused by computer virus or otherwise resulting to any computer from entrant's access of the Drawing Website, whether human, mechanical, or electronic. If such malfunction, error, disruption, or damage occurs and impairs the administration, security, fairness, integrity, or proper play of the Drawing, the Sponsor may, in its sole discretion, suspend or terminate the Drawing by posting a notice at the Drawing Website. If the Drawing is terminated before the end date stated above the Sponsor may, but are not obligated to, determine a winner from all potentially eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of this Drawing, or whom the Sponsor believes to be causing malfunction, error, disruption, or damage will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method and to disqualify any individual using such a method. Entrants and winners agree to be bound by the decisions of the Sponsor in interpreting these Official Rules and administering the Drawing, which decisions will be final and binding in all respects.

Legal: By entering or accepting a prize, entrants release and hold harmless the Sponsor, Delta Air Lines, Inc. and their respective commissioners, directors, officers, employees, and agents from any and all liability for any injuries, loss, or damages of any kind arising from or in connection with the Drawing or any prize. The Drawing is subject to all federal, state, and local laws and regulations and is void where prohibited by law. The laws of the State of Oregon will govern the Drawing. The Drawing is not intended to be construed as a contest, sweepstakes, or other prize promotion under Oregon law; the sole act required for entry and participation is that participants deposit or submit the entry form with the Sponsor, and no payment of anything of value, purchase of anything, or donation is required to enter or win a prize. Any action or proceeding arising out of the Drawing will be litigated in courts located in Multnomah County, Oregon. The Drawing and all the related pages, contents, and code are copyright © 2019 Port of Portland. The Sponsor's name, designs, and logos are trademarks of the Port

of Portland. Delta Air Lines' name, designs, and logos are trademarks of Delta Air Lines. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

Sponsor:

Port of Portland
PO Box 3529
Portland, OR 97208
(Copies of Official Rules and list of prize winners available at such address)

Prize Eligibility Certificate and Acceptance Agreement

[* NOT REQUIRED FOR ENTRY – SAMPLE ONLY – REQUIRED FOR PRIZE ACCEPTANCE*]

In consideration of my acceptance of a prize or use of air travel tickets awarded in the Winter Wanderland 2019 Prize Drawing (the "**Drawing**"), I certify and agree as follows:

Official Rules: I confirm my previous agreement, made by my entry in the Drawing, to comply with and be subject to all terms, conditions, and obligations set forth in the Official Rules of the Drawing (not applicable to travel companion).

Eligibility: I am a legal resident of the United States of America (address below). As of the date the entrant entered the Drawing I was at least 18 years of age. I will provide proof of residence and age upon request. I am not a commissioner, director, officer, or employee (or immediate family member or member of the same household thereof) of the Port of Portland, Delta Air Lines (collectively, the "**Grantees**"), or of the advertising or promotional agencies of either, or of any others associated with this Drawing.

Image Consent: The Grantees and all others acting with the permission of the Grantees may use without restriction or limitation (including but not limited to reproduction, display, broadcast, television, publishing, posting and distributing) my name, signature, biographical information, performance, voice, portrait, photograph and/or any other likeness of me obtained in connection with the Drawing, either in whole or in part, in any form, style, size or color, as edited by a Grantee or its designee (collectively, my "**Image**") for any purpose whatsoever without additional compensation in any and all media.

Release of Liability and Indemnification: I release the Grantees from all liability arising out of my participation in the Drawing, my use of the air travel tickets awarded in the Drawing, or the use of my Image by the Grantees. I waive any right that I may have to inspect or approve any promotional materials relating to the Drawing, or to determine the use to which my Image may be put. I assign to the Grantees all my copyrights, rights of privacy, publicity, or any other property rights, if any, as necessary relating to the use of my Image consistent with the consent given herein. I will defend, indemnify, reimburse, and hold harmless the Grantees for, from, and against any and all losses, claims, damages, expenses, or liabilities of any kind, including court costs and reasonable attorneys' fees, arising from my participation in the Drawing, my use of the air travel tickets awarded in the Drawing, or the Grantees' use of my Image. I acknowledge that the consent, release, and indemnity given herein does not represent the payment of anything of value, purchase of anything, or making of a donation.

Prize Winner:

X _____, 2020
Signature Date signed

Full name of prize winner (print legibly) Address: _____
Phone: _____

Travel Companion:

X _____, 2020
Signature Date signed

Full name of prize winner's travel companion (print legibly) Address: _____
Phone: _____