

Volaris Airlines Economy Round-Trip Flight for Two to Mexico City, MX Auction GIVEAWAY OFFICIAL RULES

- 1. GENERAL: Purchase of bid(s) is NOT eligible for a charitable tax deduction per IRS Regulations. Please consult your tax advisor.**
2. Void where prohibited or restricted by law. This Giveaway is subject to all applicable federal, state, and local regulations. The **“Volaris Airlines Economy Round Trip Flight for Two to Mexico City, Mexico”** (“Giveaway”) is sponsored by **the Ontario International Airport Authority** (“Sponsor”).
- 3. PRIZES AND ODDS OF WINNING:** Two (2) prizes (each a “Prize” and collectively the “Prizes”) will be awarded during the Promotion Period.

Prize Winner (each a “Winner,” and collectively, the “Winners”) will receive two (2) Round Trip Flights on Volaris Airlines, Economy Class, to and from ONT. **The Approximate Retail Value (“ARV”) of flights is up to \$ 800.00).** All prize details not specified in the Official Rules will be determined in Sponsor’s or Giveaway Entities (as defined below) sole and absolute discretion. The difference in value will not be awarded to the winner. One item of merchandise per winner.

If Winner elects to partake in any or all portions of his/her Prize, the Prize will be awarded to Winner. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Unless child/legal ward of winner, each winner must be eighteen (18) years of age or older. Prize must be claimed no later than (60) days after the Prize being awarded by contacting winner@flyontario.com. ARV of Prize may vary depending upon the item; any difference between stated ARV and final ARV of Prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, taxes, meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Winner. Once issued, prize is nontransferable and may not be reissued once prize has been claimed. All Prize elements must be redeemed at the same time. Neither Sponsor nor Giveaway Entities will replace any lost, mutilated, or stolen prizes. Prizes are non-transferable and no substitution will be made except as provided herein at the sole discretion of Sponsor or Giveaway Entities. Sponsor and Giveaway Entities reserve the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Winner will be contacted by phone or email by an employee or agent of Giveaway Entities. Winner is subject to verification. Prizes are non-transferable by Winner.

Odds of winning Prize depend on the number of valid entries submitted during the Entry Period.

Winners and guests must have all necessary identification (e.g., a valid U.S. driver's license) required for identification and are solely responsible for obtaining such valid identification (e.g., a valid U.S. driver's license or a valid U.S. passport) prior to claiming prize and the associated costs for these requirements. Giveaway Entities shall not be liable for any loss or damage to personal property. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Giveaway Entities shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Each winner and guest is responsible for obtaining his/her own medical and life insurance and the associated costs. Each winner and guest agrees to comply with all applicable venue regulations in connection with the concert. Giveaway Entities and the applicable representatives reserve the right to remove or to deny prize to winner who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or in any other objectionable behavior. Additional prize award details to be provided to the winner at the time of notification. Lost, stolen, or damaged merchandise, certificates or concert or event tickets will not be replaced or exchanged.

4. **ELIGIBILITY:** Giveaway is offered only to legal residents of California who participated in Ontario International Airport's RT giveaway at San Antonio Hospital Foundation's Mexican Riviera Event 2021 and who are 18 years of age or older at the time of entry. Current and former employees of Sponsor, The San Antonio Hospital Foundation and each of their respective parents, subsidiaries, affiliates, franchisees, licenses, directors, owners, employees, agents, affiliated companies, and their advertising or promotional agencies (collectively, the "Giveaway Entities"), and their immediate families or members of the same households of such individuals are not eligible. The term "immediate families" refers to spouses, parents, children, siblings, grandparents, and grandchildren. No groups, clubs, or organizations may participate in this Giveaway or reproduce or distribute any portion of these Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsors upon request. All entry form information must be complete and accurate. No Prize will be awarded to anyone not meeting eligibility requirements at the time of entry. Sponsors and Giveaway Entities reserve the right to disqualify any entrant if these Giveaway Rules are not followed. By entering, you agree to comply with all applicable laws and these Giveaway Rules, and you agree to abide by all decisions of the Sponsors and/or Giveaway Entities. Internet access is necessary in order to enter. Void where prohibited.

HOW TO ENTER: You participate by voluntarily and successfully opting in for auction item at SAHF Mexican Riviera Event 2021.

Entry Period begins September 24th, 2021 and ends September 25th 2021 ("Entry Period"). All times in these rules refer to Pacific Time.

Sponsor and Giveaway Entities may not verify receipt of entries. Entries become property of Sponsor and Giveaway Entities. Incomplete entries are ineligible. Sponsor and Giveaway Entities are not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Entries generated by any automated means and detected as such are void. In the event of dispute, electronic and email entries will be deemed to have been submitted by the authorized account holder of the email address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the email address.

- 5. HOW TO WIN:** One (1) Winner will be selected on or about September 25, 2021, from all eligible entries and need not be present to win. The Winner will be offered the Prize.

Winner must contact the Sponsor representative within forty-eight (48) hours following the date of first attempted notification. Prize must be claimed by email or in person during normal business hours between 8:30am and 5:00 pm at Ontario International Airport Authority, via email to winner@flyontario.com. Prize certificate must be claimed by 5:30p.m. on November 25th, 2021. To claim prize, Winner must provide a valid driver's license, state identification card, or other valid government-issued photo identification satisfactory to Sponsor in its sole discretion. Winner is required to sign and return appropriate forms and/or documentation to claim the Prize. Failure to sign and return required forms within the requisite timeframe could result in disqualification.

Neither Sponsor nor Giveaway entities is responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor or Giveaway Entity is unable, after making a reasonable effort, to contact a selected potential winner, that potential winner will be disqualified and a new potential winner will be selected from remaining entries until all qualified Winners are chosen.

- 6. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION:**

By participating, and where allowed by law, all participants and winner(s) grant Sponsor and/or Giveaway Entities exclusive permission to use their names, characters, photographs, voices, videotape, and likenesses in connection with the promotion of this and other contests or giveaways, and waive any claims to royalty, right, or remuneration for such use. By participating in the contest or giveaway, and where allowed by law, participants agree that Sponsor and/or Giveaway Entities may disclose personal information obtained from participants in the contest or giveaways to third parties and use such information for marketing and other purpose.

- 7. TERMS AND CONDITIONS; LIMITATION OF LIABILITY:** Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper

administration of the Giveaway will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Giveaway. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SPONSOR AND GIVEAWAY ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS GIVEAWAY, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY GIVEAWAY-RELATED OR PRIZE-RELATED ACTIVITY. Sponsor and Giveaway Entities are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the Prize. Winner's guest(s), if applicable, may be required to execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsors and Giveaway Entities retain the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsors and Giveaway Entities are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor and Giveaway Entities, in their sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winners.

Winner and guest agree that acceptance of any item taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS AND GUEST ACCEPT THE INHERENTLY DANGEROUS NATURE SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND GIVEAWAY ENTITIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

8. DISCLAIMER/INTERNET:

All dates and times are subject to change in the event of human error or technical issues affecting Sponsors or Giveaway Entities or entry process, or any other condition that warrants, in Sponsor's or Giveaway Entities' sole discretion, a delay, suspension, revision, or termination of the Giveaway. If for any reason, the Giveaway is not capable

of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, human error, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsors or Giveaway Entities which corrupt or affect the administration, security, fairness, integrity of the Giveaway, the Sponsors and/or Giveaway Entities reserve the right in their sole discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Giveaway. Sponsors and Giveaway Entities reserve the right to select winners from eligible entries received as of any termination date. Sponsors and Giveaway Entities may prohibit an entrant from participating in the Giveaway if it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made; Sponsors and Giveaway Entities reserve the right to seek damages from any such participant to the fullest extent of the law. The Sponsor and Giveaway Entities: (i) 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 alternation of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by the Sponsors and/or Giveaway Entities on account of technical problems, human error or traffic congestion on the Internet or at any website; or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSORS AND GIVEAWAY ENTITIES MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSORS AND GIVEAWAY ENTITIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

9. ARBITRATION/CHOICE OF LAW:

EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with

the Giveaway shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than California. Arbitration in San Bernardino County, California shall be the exclusive forum and venue for any dispute relating to these Rules and for this Giveaway. If arbitration is prohibited, then and in such event, the courts of San Bernardino County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the courts of San Bernardino County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. OFFICIAL RULES AND LIST OF WINNERS. To receive a copy of these official Giveaway Rules, email winner@flyontario.com or send an SASE to or visit Ontario International Airport Authority, 1923 E. Avion Street, Ontario, CA 91761, Attn: Giveaway Rules. Official Rules supersede all other published editions. Sponsors and Giveaway Entities reserve the right to change, alter, or amend these Giveaway Rules as necessary, in their sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law. For a list of the winners' names, send a SASE for receipt by November 25th, 2021 to: "Giveaway Winners' List," at the address listed above.

11. SPONSOR:
San Antonio Hospital Foundation

12. GIVEAWAY ENTITY:

OIAA
1923 E Avion Street
Ontario, CA 91761