OFFICIAL RULES – Cincinnati Bengals – Ultimate Air Shuttle Promotion/Trip Giveaway

These are the Official Rules for the Cincinnati Bengals – Ultimate Air Shuttle Promotion ("Promotion"). The Promotion is sponsored by Ultimate Air Shuttle- 4700 Airport Road, Cincinnati, Ohio 45226 ("Ultimate Jet Charters, LLC"). Ultimate Air Shuttle flights are Public Charters sold and operated by Ultimate JetCharters, LLC as direct air carrier.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASING FLIGHTS WILL NOT INCREASE THE ODDS OF WINNING.

### **ELIGIBILITY**

The Promotion is open to legal residents of the fifty United States and the District of Columbia, who: (a) are 18 years of age or have reached the age of majority in their jurisdiction of residence at the time of entry, whichever is greater, and (b) are legally able to work in the United States. No purchase is necessary.

Employees and agents of Ultimate Air Shuttle (Ultimate JetCharters, LLC), the Cincinnati Bengals and the NFL Entities (defined as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees), their affiliates, subsidiaries, advertising and promotion agencies, and any entity involved in the development, production, implementation, administration or fulfillment of the Promotion (all of the foregoing, collectively referred to as "Promotion Entities") and their immediate family members and/or those living in the same household of such persons, whether related or not, are not eligible to enter the Promotion.

# HOW TO ENTER

The Promotion begins Tuesday, November 6, 2018 at 12:00 p.m. Eastern Standard Time ("EST") and ends Monday, November 19, 2018 at 12:00 p.m. EST (the "Promotion Period").

To enter, during the Promotion Period complete the registration form on the Bengals.com landing page

(www.Bengals.com/fans/promotions/Ultimateairshuttle). All entries in the Prize drawing have an equal chance of winning. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

Limit (1) entry in the Prize drawing, per person during the Promotion Period. Multiple entries will not be accepted. Entrants will remain in the contest for the duration of the Promotion Period unless they are selected as a Prize winner.

Entry constitutes consent to participate in Promotion and for Ultimate Air Shuttle to obtain, use, and transfer the entrant's name, photograph and/or other likeness and prize information for advertising, trade and promotional purposes without compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Ultimate Air Shuttle will not be responsible for lost, incomplete, illegible, late, misdirected, stolen, or mutilated entries; technical or mechanical malfunctions; errors in the Official Rules, in any related ads or materials; or processing error.

Ultimate Air Shuttle can void the entry of any entrant who it believes has attempted to tamper with or impair Promotion administration, security, fairness, or proper play.

#### **DRAWING**

One (1) winner will be selected for one (1) regular season game, (November 25<sup>th</sup>, Bengals vs. Browns). Winner will be notified by direct

message, phone or email after the applicable Drawing, from all eligible Prize drawing entries received during the Promotion Period.

Winner will be notified by Cincinnati Bengals approximately 24 hours post drawing to the game to which entrant has won tickets. If a Prize winner is not eligible to win, or if the Bengals are unable to contact the winner after a good faith effort, the prize will be forfeited and an alternate winner may be selected. Odds of winning depend on number of eligible entries received.

The Bengals will select one (1) winner for one (1) preseason game (1 total winner throughout the preseason), provide all related prizes, and coordinate game day logistics with the winner.

## **PRIZES**

Two (2) game tickets and two (2) pre-game sideline passes to one (1) Cincinnati Bengals preseason home game and two (2) round-trip tickets on Ultimate Air Shuttle, valid to any destination Ultimate Air Shuttle flies,. Approximate Prize Value: \$1658.00

Prize winners are responsible for any expenses incurred in connection with the prizes. Prize recipients must provide their own transportation to and from Paul Brown Stadium. No substitution or transfer of prizes is permitted, except that the Promotion Entities reserve the right to substitute a prize of equal or greater value, in the event that an offered prize is unavailable. All federal, state and local taxes on prizes are the sole responsibility of the winner. Prize details not set forth herein are the sole discretion of the Promotion Entities.

If requested, winners must execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three business days of notification. Failure to do so may result in disqualification, forfeiture, or award to alternate winner.

# MEDIA CONSENT AND RELEASE

Bengals staff will photograph promotional winner at above game and

may post photo on the Bengals.com/Ultimate Air Shuttle landing page provided the photo meets the Photo Guidelines (as defined below) and complies with applicable laws. Winner agrees to allow the Promotion Entities, and their subsidiaries, affiliates, and respective agents, employees and officers, and associated advertising and promotion agencies the right to use name, likeness, image and contents in association with the Cincinnati Bengals – Ultimate Air Shuttle Trip Giveaway Promotion for any commercial, advertising and any promotional purposes at their sole discretion, without any further notification, authorization or compensation.

Winner acknowledges that any photo that contains any of the following may not be eligible for use on the landing page, at the sole discretion of Promotion Entities:

- Presence of alcohol, drugs, tobacco;
- Obscenity or profanity;
- Brand names, trademarks, or any other intellectual property, including copyrighted works;
  - Images or artwork not created by winner;
- The image, likeness, or other identifying information of any person or group which has not given the express permission for the photo to be published in any media;
- Material that is unlawful, in violation of or contrary to the laws or regulations in any state where the photo is created;
- Disparaging or offensive comments about the National Football League, its Clubs, and/or Players and personnel ("NFL");
- Any other material deemed inappropriate in Promotion Entities' sole discretion, including but not limited to material that is indecent, hateful, tortuous, defamatory, slanderous or

libelous; All of the foregoing collectively referred to as "Photo Guidelines". Promotion Entities are under no obligation to use any contents of photos taken and reserve the right to reject and/or remove photos at any time if, in Promotion Entities' sole discretion, it deems the content inappropriate for the Promotion.

### RELEASE

By entering this Promotion you agree to release and hold harmless the Promotion Entities from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

# **GENERAL RULES**

Promotion is governed by and subject to the laws of the United States and the state of Ohio. All federal, state and local laws and regulations apply. Void where prohibited by law. Prize Winner may receive an IRS 1099 form for the value of their prizes. By participating in a Promotion and/or accepting any prize, entrants grant the Promotion Entities permission to use their name, likenesses, image in connection with the Promotion for purposes of advertising, publicity and promotion purposes, without further compensation to the entrant, unless prohibited by law. Entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding on all matters relating to the Promotion. The Promotion Entities are not responsible for any typographical or other errors in the printing of the offer; administration of the Promotion or the announcement of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal entries. Promotion Entities reserve the right to modify the rules of the Promotion in any way, at any time, subject to state or federal law or to comply with rules and regulations of the NFL. The Promotion Entities reserve the right at their sole discretion to disqualify any

entrant found to be (a) tampering or attempting to tamper with the entry process or (b) violating the Official Rules.

# DISPUTES/GOVERNING LAW

Except where prohibited, as a condition of participating in the Promotion, entrant agrees that any and all disputes that cannot be resolved between the parties, and all claims and causes of action arising out of or connected with the Promotion or any prize awarded, or the determination of winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

All issues and questions rights and obligations of entrant in connection with the Promotion shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to the conflict of laws rules thereof.

#### PRIVACY

By entering the Promotion, you agree to Ultimate Air Shuttle's use of your personal information. Your information may be used for sales and marketing purposes by Ultimate Air Shuttle (Ultimate JetCharters, LLC).

#### COPY OF OFFICIAL RULES OR WINNERS LIST

For a copy of the Official Rules or a list of the Winners after the end of the Sweepstakes, please send a self-addressed, stamped envelope to: Cincinnati Bengals, Attn: Madison Fennell, One Paul Brown Stadium, Cincinnati, OH 45202