

## **Paul and Fran Burger WINGS Sweepstakes**

### **Official Rules**

1. **Eligibility.** The Paul and Fran Burger WINGS Sweepstakes (sometimes referred to herein as the “Sweepstakes”) is open to legal residents of the United States who sign up at the website: [www.wingsindustry.net/sweepstakes](http://www.wingsindustry.net/sweepstakes). All Entrants must be at least sixteen (16) years old and either: (i) general aviation pilots who complete a Phase of the Federal Aviation Administration Safety Team WINGS Pilot Proficiency Program (“WINGS PPP”) during the Entry Period (defined in Section 4), or (ii) Certificated Flight Instructors who validate a phase of WINGS PPP for a pilot during the Entry Period. This Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law. [Insert Entrant’s and Entrant’s company name]'s employees, its subsidiaries, affiliates, suppliers, officers, members, shareholders, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of the Employees' immediate family and/or those living in the same household of the Employees are ineligible to participate in the Sweepstakes.
2. **Sponsorship.** The sponsor is the WINGS Industry Network, Inc. (the “Sponsor”), located at 9 Owenoke Park, Westport, Connecticut 06880. The Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.
3. **Agreement to Rules.** By entering this Sweepstakes, each Entrant agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding upon all Entrants in all respects. The Sponsor reserves the right to refuse, rescind, reject, terminate, withdraw, or disqualify the entry of any Entrant at any time at the Sponsor’s sole and absolute discretion. By entering this Sweepstakes each Entrant represents and warrants that such Entrant is eligible to participate based on the eligibility requirements explained and set forth in these Official Rules. Each Entrant also agrees to accept and abide by all decisions of the Sponsor, which decisions shall be final and binding as they relate to the content, and an Entrant’s participation in, the Sweepstakes.

4. **Entry Period.** This Sweepstakes begins on January 1, 2021 and ends at 11:59 p.m. on December 31, 2021 Eastern Standard Time (the “Entry Period”.) To be eligible for the Sweepstakes, all entries must be received within the specified Entry Period.

5. **Participation.** Eligible Entrants can participate in the Sweepstakes by submitting an entry via the online form provided at [www.wingsindustry.net](http://www.wingsindustry.net) or via selection of the Sweepstakes entry on the faasafety.gov website. As a participant, in order to be eligible to win a prize an Entrant must fully meet and abide by all the Sweepstakes requirements as specified in these Official Rules. Incomplete entries or those that do not adhere to these Official Rules will be disqualified at the Sponsor's sole and absolute discretion.

6. **Prizes.** A total of ten (10) cash prizes will be awarded to ten (10) Entrants during the Sweepstakes. There will be four (4) \$1,500 prizes, four (4) \$750 prizes and two (2) \$500 prizes. (each a “Winner”). Each winning Entrant will be awarded one of the ten (10) cash prizes. The order of selection of each prize will be determined solely by the Sponsor in the Sponsor’s absolute discretion. There will be no prize substitution permitted except at the Sponsor’s sole and absolute discretion. Each Winner, upon acceptance of any prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. A Winner shall not transfer, assign or gift the prize to others nor shall a Winner request a prize substitution. By accepting a prize, the selected Winner grants permission for the Sponsor to use the Winner’s likeness, name, and entry information for purposes of advertising and trade without further compensation unless prohibited by law (see Section 8 hereof).

7. **Winning Odds, Selection and Notification.** The total number of eligible entries received during the Entry Period will determine the odds of winning. Each Winner will be selected by a random drawing from all Entrants under the supervision of the Sponsor. The Sponsor will notify each Winner by phone and/or email within fifteen (15) days following the date each Winner is selected. The Sponsor is not responsible for, nor shall have no liability for, any Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. In addition the Sponsor shall not be liable for any incorrect or otherwise non-functioning contact information provided by any Entrant. If a Winner 1) fails to claim the prize within thirty (30) days from the date the award notification was sent, or 2) is found ineligible, the

prize shall be forfeited and at the Sponsor's sole and absolute discretion an alternate Winner may or may not be selected. Receipt of any prize by a Winner is conditioned upon the Winner's compliance with any and all federal, state, and local laws and regulations. IF A WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER, IN THE SPONSOR'S SOLE AND ABSOLUTE DISCRETION, MAY BE DISQUALIFIED, AT WHICH TIME ALL PRIVILEGES AND BENEFITS AS SUCH WINNER WILL BE FORFEITED AND IMMEDIATELY TERMINATED.

8. **Rights Granted by an Entrant.** By submitting an entry, and without limitation all personal information, texts, videos, photos, portraits, voice recordings, likenesses, images, biographical information and statements about the Sweepstakes (collectively, the "Information"), an Entrant acknowledges and agrees that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute, disseminate, and use an Entrant's Information for news, publicity, advertising, promotional purposes, trade, and public relations, all without notice to an Entrant or an Entrant's review, consent, compensation or remuneration, via any media, now known or hereafter developed, in perpetuity, worldwide without limitation.

9. **Terms & Conditions:** In its sole and absolute discretion, the Sponsor reserves the right to modify, suspend, postpone, cancel, or terminate the Sweepstakes, for any reason or no reason at all, should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Entrants who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or who violate these terms & conditions will be disqualified by the Sponsor in its sole and absolute discretion. In addition in its sole and absolute discretion, the Sponsor has the right to maintain the integrity of the Sweepstakes to void entries into the Sweepstakes for any reason, including, without limitation, the use of bots, macros, scripts, or

other technical means for entering the Sweepstakes. Attempts by any Entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages from said Entrant to the fullest extent permitted by law.

10. **Limitation of Liability.** An Entrant's entry into this Sweepstakes shall constitute such Entrant's agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, members, contractors, employees, officers and affiliates against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly, from participation in the Sweepstakes and/or 1) the Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or internet service; 4) unauthorized intervention in any part of the entry or Winner selection process; or 5) electronic or human error in the administration or the processing of entries, or in the promotion of the Sweepstakes.

11. **Disputes.**: This Sweepstakes IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. An Entrant agrees, as a condition of participating in this Sweepstakes, that if any disputes cannot be resolved between the Entrant and the Sponsor, or if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court having jurisdiction in the State of Connecticut, without resorting to any form of class action. Under no circumstances in any such dispute shall an Entrant be permitted to, and by participating in the Sweepstakes an Entrant specifically waives the right to, obtain awards associated with entering the Sweepstakes, and in addition an Entrant waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than such Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes.) In addition, by participating in the Sweepstakes an Entrant waives all rights to have damages

multiplied or increased.

12. **Privacy Policy**. Except as set forth in Section 8 hereof, the Sponsor will not rent, sell or, offer any Winner's Information to any third party.

13. **Winners List**. Any Entrant may obtain a copy of the names of all Winners and/or a copy of these Official Rules, by sending a written request via email to [info@wingsindustry.net](mailto:info@wingsindustry.net). Expect up to ten (10) business days for a response.