

## **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Eligibility:** The Breeze Airways™ Kindness Week (the “Sweepstakes”) is open only to individuals who are legal residents of the fifty (50) United States of America or the District of Columbia who are eighteen (18) years of age or older or the legal age of majority for your state, if older than 18 at the time of entry (“entrant”). Employees, officers and directors of Breeze Aviation Group, Inc. and their immediate family members (spouse, parents, siblings, and children) and members of the same household (whether or not related), are not eligible.

**Sponsor:** The Sweepstakes is sponsored by Breeze Aviation Group, Inc., 6340 South 3000 East, Suite 400, Cottonwood Heights, Utah 84121 (“Breeze Airways” “Breeze” or “Sponsor”). This Sweepstakes is not sponsored, endorsed or administered by, or associated with Facebook or Instagram.

**Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant’s full and unconditional acceptance of these Official Rules and the decisions of Sponsor, which are final and legally binding. The Sweepstakes is subject to all applicable federal, state, and local laws. Void outside the United States and where prohibited by law.

**Sweepstakes Period:** The Sweepstakes begins on November 14, 2022 and ends at 11:59:59 p.m. ET on November 19, 2022 (the “Sweepstakes Period”). Breeze’s computer system is the official time-keeping device for the Sweepstakes.

### **Entry:**

How to enter:

#### **a. Enter on Social Media.**

1. FOLLOW @savhairport and @breezeairways
2. Like the post
3. TAG a friend in the comments and tell us which destination you'd travel to!

b. Limitations on Entry: Limit one (1) entry per social media account. Any attempt by any entrant to enter by using fake social media accounts, identities, registrations and logins, or any other methods will void that entrant's entry and that entrant may be disqualified. In the event of a dispute as to any entry, the authorized account holder of the social media account used to enter will be deemed to be the entrant and he/she must comply with these Official Rules. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to the social media account by an organization responsible for assigning social media accounts.

Invalid Entries. Use of any script, macro, or other mechanical or automated program to enter will result in disqualification and all such Submissions will be void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, inaccurate, delayed, stolen, garbled,

unintelligible or misdirected entries, all of which will be disqualified. Proof of submission is not proof of receipt by Sponsor.

**Ownership of Entries:** All entries become the exclusive property of the Sponsor, and none will be acknowledged or returned.

**Drawing:** On or about November 22, 2022, Sponsor will randomly select 1 (one) winner from all entries received during the Sweepstakes Period as the potential winner. Odds of winning depend on the total number of eligible entries received. Decisions of the judges are final and binding. Only winners will be notified.

**Prizes:** 120,000 BreezePoints. No travel accommodations are included.

**Prize Conditions:** Prizes are not transferable or refundable and must be accepted as awarded. No cash or other substitution will be made by Sponsor. Winner is responsible for any applicable fees, surcharges, service charges or other costs associated with receipt or use of a prize. Winner is fully responsible for all applicable taxes (including income and withholding taxes). All other expenses and costs not expressly stated in the prize description above including, but not limited to, transportation, meals, beverages, incidentals, taxes, passenger tariffs or duties, surcharges, airline or airport fees, service charges, facility charges, gratuities, optional excursions and purchases made in connection with the redemption of giveaway are solely the winner's responsibility. No refund or compensation will be made in the event of the cancellation, postponement or delay of any redeemed travel.

**Notification:** The potential winner will be notified by a direct message via the social media site entrant provided at the time of entry on or around November 22, 2022 ("Prize Notification"). The potential winner must, within one (1) days of the date of issuance, execute and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Publicity Release, or other document(s) required by Sponsor. In the event that the Prize Notification is returned as undeliverable, or the potential winner is otherwise unreachable for any reason within the stated time, the Sponsor may award the prize to an alternate potential winner. If any potential winner is deemed a minor under the laws of his/her state of residence, confirmation of eligibility and acceptance of these Official Rules may be required from a parent or legal guardian or disqualification may result.

Each winner, by acceptance of a prize, hereby grants the right to publicize such winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information in any media now known or hereafter devised, throughout the world, in perpetuity, without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

**General Conditions:** The decisions of the Sponsor are final and binding on all matters relating to this Sweepstakes. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, in whole or in part, if any fraud, virus or other problem corrupts the administration, security, or fairness of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize(s) from among the non-suspect eligible entries received up to the time of the impairment or cancellation. Sponsor reserves the right in its sole discretion to disqualify any entrant or other individual it finds to be tampering with the entry process or the operation of the Sweepstakes, annoying, abusing, threatening or harassing any other entrant or Sponsor's representatives, or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Released Parties (as defined below) are not responsible for incomplete, inaccurate, misdirected, lost, delayed, stolen, postage-due, damaged, or garbled submissions, entries, email or mail; or for lost, interrupted or unavailable telephone, computer network, social media network, Internet Service Provider (ISP), website, cable, satellite or other connections, computer hardware or software malfunctions or failures, or other errors or problems of any kind whether human, mechanical, electronic, computer or communication network, typographical, printing or otherwise relating to or in connection with entry into Sweepstakes, administration of the Sweepstakes, the processing of entries, the availability of Prizes or any portion of Prizes, the announcement of Winners or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury, death or damage to entrants, or to any other person or their computer or property related to or resulting from participating in this Sweepstakes, accepting or using a Prize or downloading materials from or use of any website.

**Release, Indemnity and Limitations of Liability:** ENTRANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, FACEBOOK/INSTAGRAM AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF SUCH PARTIES' DIRECTORS, EMPLOYEES, OFFICERS, AND AGENTS, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY INJURIES, DEATH, LOSSES, DAMAGES, CLAIMS, ACTIONS AND OTHER LIABILITY OF ANY KIND RESULTING OR ARISING FROM THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF ANY PRIZE THAT MAY BE AWARDED, INCLUDING, BUT NOT LIMITED TO, ALL MATTERS ADDRESSED IN THE GENERAL CONDITIONS ABOVE.

ENTRANT FURTHER AGREES THAT THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, OR THE VALUE OF THE PRIZE IF THE ENTRANT WAS PROPERLY SELECTED AS A WINNER, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS' FEES. ENTRANT WAIVES ALL RIGHTS TO CLAIM ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

**Disclaimer of Warranty:** RELEASED PARTIES (I) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND (II) DISCLAIM ALL IMPLIED WARRANTIES.

**Governing Law:** All issues and questions relating to the Sweepstakes or concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Delaware.

**Arbitration:** All disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes or the Official Rules (each, a "Claim"), shall be resolved exclusively by binding arbitration. Each Claim shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. The arbitration shall be administered by a single arbitrator appointed by the American Arbitration Association in accordance with its then-current Commercial Arbitration Rules. The arbitration will be conducted in the English language in Salt Lake City, Utah. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.

**Privacy:** For details regarding collection of information from entrants, please consult the privacy policy available on the Sponsor's Web site. Entrants provide information to the Sponsor and not to any other social media companies involved that are not identified as a sponsor. Entrants will not be notified if their privacy settings preclude entry and could be disqualified. Each entrant gives their express permission to be contacted by the Sponsor, by @breezeairways on Facebook and Instagram.

**Official Rules:** To request a copy of the Official Rules, send an email to [marketing@flybreeze.com](mailto:marketing@flybreeze.com) or a self-addressed stamped envelope to World Kindness Week Giveaway c/o Breeze Aviation Group, Inc., 6340 South 3000 East, Suite 400, Cottonwood Heights, Utah 84121 n, Attn: Marketing & Promotions. Requests must be received by November 19, 2022 Vermont residents may omit postage for rules requests.

**Winner's List:** For an identification of the winner, submit your request to Breeze Aviation Group, Inc., 6340 South 3000 East, Suite 400, Cottonwood Heights, Utah 84121 or send an email to [marketing@flybreeze.com](mailto:marketing@flybreeze.com) by November 22, 2022.