OFFICIAL RULES OF CONTEST - "COME HOME FOR THE HOLIDAYS"

1. SPONSOR: BLOOMINGTON/NORMAL AREA ECONOMIC DEVELOPMENT COUNCIL, an Illinois not-for-profit corporation, 200 W. College Avenue, Suite 402, Normal, IL 61761 ("Sponsor" or "BNEDC"). The Sponsor can also be contacted by PHONE at (309)452-8437; or EMAIL at courtney@bnedc.org You understand that you are providing your information to Sponsor and that such information will solely be used by and for Sponsor, its heirs or assigns. Your contact information is private and will only be used by Sponsor, its heirs or assigns for internal promos and to send you newsletters or updates and announcements.

THIS CONTEST IS IN NO WAY SPONSORED BY, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH META a/k/a FACEBOOK.

- 2. <u>PRIZE</u>: One winner will receive a \$1,000.00 American Airlines gift card, and one runner-up will receive a \$500.00 American Airlines gift card, with corresponding retail value for each prize.
- 3. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS CONTEST, NOR WILL A PURCHASE OR PAYMENT INCREASE AN APPLICANT'S ODDS OF WINNING THIS CONTEST.
- 4. <u>ODDS</u>: Odds of winning a prize depend on the total number of eligible entries received during the Contest Period, but are not affected by whether or not an applicant makes any purchase from or payment to the Sponsor.
- 5. PRIZE CONDITIONS AND RESTRICTIONS:
 - a. To claim Prize, winner may be required to sign Sponsor's standard agreement providing the Prize to winner in accordance with Sponsor's standard terms and conditions, including but not limited to restrictions as to the airline, destinations available, and dates of travel available. See https://giftcards.aa.com/terms.jsp
 - b. Prize is not transferable and no substitution is allowed except in Sponsor's sole discretion. Prize may not be redeemed for cash.
 - c. Any and all applicable federal, state and local taxes (including but not limited to income and sales taxes) and all fees, costs and expenses related to acceptance and use of the prize not specifically stated herein are the sole responsibility of the winner.
 - d. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.
 - e. Participants are expressly NOT required or incentivized to share, repost, tag others, or in any other way publicize this Contest.
- 6. <u>ELIGIBILITY</u>: The CONTEST is open only to legal residents of the United States who are 18 years of age or older at time of entry. Employees, officers, and directors of Sponsor and any of its parent companies, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, and advertising, public relations, promotional, marketing agencies, website providers, and members of their immediate families and those living within the same household are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent on fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of the winner. Only one entry per person permitted.
- 7. <u>CONTEST TERM</u>: The Contest begins <u>October 16, 2023</u> and ends at midnight 12:00 a.m. on <u>November 15</u>, 2023. The winner will be announced within 30 days thereafter, subject to the "winner contact and verification" requirements provided below.
- 8. <u>HOW TO ENTER CONTEST</u>: To enter, follow the instructions found at <u>flyhomebn.org</u> The Contest is limited to one entry per person.
- 9. <u>PRIZE DRAWING</u>: The one winner and one runner-up will be picked at random using an online random generator tool. Sponsor's decisions are final and legally binding on all matters relating to the Contest. Sponsor reserves the right to modify scheduling of the Contest without prior notice.
- 10. <u>WINNER CONTACT AND VERIFICATION</u>: Potential winner will be notified by U.S. mail, email, facsimile or telephone within one week following the date of the random drawing selecting the winner. Noncompliance with the foregoing, failure to abide by these Official Rules, failure to respond within seven (7) days after the first attempt to contact the potential winner or return of the prize notification or prize as undeliverable may result in disqualification and the naming of an alternate potential winner. Up to 3 alternate drawings will be held, after which any remaining prizes will remain un-awarded. No compensation will be given upon prize forfeiture for any reason. Unaccepted prizes may not be awarded within sole discretion of Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants.
- 11. <u>PRIZE DELIVERY</u>: Sponsor shall send the winner and first runner-up a voucher giving them the right to claim the Prize, along with Sponsor's standard agreement for same, within 30 days of representing the winner has won the Contest and the first runner-up won the second Prize.
- 12. EXPIRATION: Unless otherwise prohibited by law in winner's state of residence, prize will expire one year from date of issuance.
- 13. <u>GENERAL CONDITIONS</u>: This Contest is governed by the laws of the United States. As per https://giftcards.aa.com/terms.jsp, the gift cards are governed by the laws of the State of Texas. Void outside of the United States and where prohibited by law. If, for any reason, the Contest is not capable of running as planned, including due to tampering, unauthorized intervention, fraud, technical failures, transmission or computer

error, computer viruses, bugs, or any other causes beyond the control of Supervisor which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and /or award the prize from among the eligible, non-suspect entries received up to the time of impairment.

- 14. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR ANY WEBSITE ASSOCIATED WITH THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Contest, except as expressly set forth in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Use of automated entries or programs or entries submitted by third parties are prohibited and will be disqualified. Any attempt by any participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that participant's entries and that participant may be disqualified at Sponsor's discretion. Entrants agree that Sponsor shall own the entries, which even if void shall not be acknowledged or returned.
- 15. RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLICATIONS, AND PROMOTIONAL FULFILLMENT AND MARKETING AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, AND META a/k/a FACEBOOK (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS (INCLUDING PERSONAL INJURY OR DEATH) OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST INCLUDING COMPUTER MALFUNCTIONS, OR MISDIRECTED OR INCOMPLETE ENTRIES OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO DELAYS OR INTERRUPTIONS RESULTING FROM ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 16. PUBLICITY AND ADVERTISING: EXCEPT WHERE PROHIBITED BY LAW, WINNER AND FIRST RUNNER-UP GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S AND FIRST RUNNER-UP'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND/OR BIOGRAPHICAL INFORMATION (INCLUDING WITHOUT LIMITATION HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.
- 17. Valid only in the State of Illinois; void elsewhere and where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances.