

Colorado Springs Airport Prize Draw Contest Terms and Conditions

1. By entering the Switchbacks Ticket Contest (“Contest”) you are accepting these terms and conditions and agreeing to be bound by them.

2. The Contest is promoted by the City of Colorado Springs, a home rule city and municipal corporation (“City”), by and through its enterprise the Colorado Springs Municipal Airport (“Airport”). The decision of the Director of Aviation is final on all matters relating to this prize draw and these terms and conditions.

3. No purchase is necessary in order to participate in this prize draw. This Contest is free and open to those who are eighteen (18) years of age or older and residents of the United States. The City is not responsible for entries that are not received. Four (4) winners will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The prize is time sensitive and therefore the following rules apply:

(a) Four (4) Winners will be drawn at random and notified via the provided phone and email by 10:00 a.m., Monday, June 24, 2019. Notification will include instructions for contacting the Airport and claiming the prize;

(b) The winner shall have until 04:59 p.m., Wednesday, June 26, 2019, and no later, to contact the Airport and claim the prize;

(c) If the winner does not claim his/her prize by 04:59 p.m., June 26, 2019, then that winner shall forfeit all rights and interest in the prize and another winner shall be chosen;

(d) The next winner shall be drawn at random and notified via provided phone number and email. This winner shall have until 11:59 p.m., Friday, June 28, 2018, to contact the Airport and claim the prize;

(e) If the second winner does not claim the prize by 11:59 p.m., Friday, June 28, 2018, and no later, that winner shall forfeit all rights and interest in the prize.

(f) If no winner claims then prize, then the prize shall be voided and the Airport may dispose of the prize in any manner it chooses.

If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and the Airport shall be entitled to select another winner. The winner shall be required to redeem their prize at the Airport located at 770 Milton E. Proby, 3rd Floor Front Desk, Colorado Springs, Colorado 80916.

4. The winner may be required to take part in promotional activity related to the Contest and the winner shall participate in such activity on the Airport’s reasonable request. The winner consents to the use by the Airport, both before and after the closing date of the Contest for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the City) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Contest, all entrants consent to the same.

5. To enter, participants must enter their name, phone number, and email address on the prize draw entry form. Incomplete entry forms will be rejected and the participant will be disqualified. Each participant may only enter the contest one (1) time during the contest period. Any attempt by any participant to receive more than the

allowed single entry will result in immediate disqualification of the participant. This includes duplicate email addresses and duplicate names as registered under different email addresses. Entries become property of the City and will not be returned.

6. The City is a governmental entity subject to the Colorado Open Records Act (“CORA”) pursuant to C.R.S. § 24-72-201 *et seq.* Participant’s entry into this Contest and information provided may be subject to disclosure to third parties, upon request, under CORA.

7. The Airport will be collecting personal data about participants. By participating in the Contest, entrants hereby agree to the Airport's collection and usage of their personal information. By submitting an entry form, Participants agree to receiving promotional materials, advertising, incentive, and other marketing products from the Airport. Participants authorize and agree to permit the Airport to contact them via U.S. Mail, postage prepaid; email; and telephone for the purpose of providing promotional materials, advertising, incentive, and other marketing products. The City will not sell the personal data collected to any third-party.

8. The prize has no cash value and may not be sold, bartered, or traded. Lost, stolen or otherwise destroyed prizes will not be replaced. Reprint and reproduction of any prize or voucher is prohibited. Photo identification may be required to claim your prize. All expenses and incidental charges and/or fees, including but not limited to, travel, meals, additional lodging charges, personal charges at lodging, security fees, taxes, or other expenses or incidentals are the responsibility solely of the winner. If the Contest includes travel restrictions, conditions, and limitations may apply.

9. The City accepts no responsibility for any damage, loss, liabilities, injury, or disappointment incurred or suffered by you as a result of entering the Contest or accepting the prize. The City further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Contest. The City shall not be responsible for the winner’s failure to use the prize prior to its expiration and a new, valid prize shall not be provided in such an event.

10. The City reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Contest with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud).

11. The City shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

12. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the City Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

13. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

14. Participants shall comply with these Terms and Conditions and other relevant terms and conditions promulgated by the Director of Aviation.

15. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas, driver's license, and/or credit cards may be required if the Contest includes travel.