Delta "SkyBonus" Sweepstakes Complete Official Rules Third Draft

DELTA "SKYBONUS" SWEEPSTAKES OFFICIAL RULES NO PURCHASE NECESSARY – A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE

- 1. **ELIGIBILITY**: This Delta "SkyBonus" Sweepstakes offers separate Prizes for two (2) groups of eligible entrants as follows:
 - A. U.S. SkyBonus Member Corporations: SkyBonus Corporate Member Prizes are available to be won by U.S. Corporations, with a valid US Federal Tax ID, which are approved by Delta Air Lines in its sole discretion as new SkyBonus Program Members between 12:00:01 AM, U.S. Eastern Standard Time (U.S. EST), on 08/01/14 and 11:59:59 PM, U.S. Eastern Standard Time (U.S. EST), on 09/30/14, or that are existing U.S. SkyBonus Program members in good standing (as determined by Delta Air Lines in its sole discretion) as of the start date of the Sweepstakes.

Participation in the SkyBonus[®] program is limited to small and mid-size companies (as defined in Delta Air Lines SkyBonus program rules). To become eligible, the company or Travel Agency (on behalf of the company) must complete an enrollment form for the SkyBonus program. including company and Travel Agency contact information. In the event where a Travel Agent enrolls a company in the SkyBonus program, that Travel Agent must have express permission from an authorized representative of the company in order for the SkyBonus program enrollment to be processed. There is no charge to enroll in the Program. Delta Air Lines will determine the company's eligibility in its sole discretion, based on the information provided in the registration form. Delta Air Lines will take approximately one day to make such determination and notify company or Travel Agency (on behalf of the company) whether (or not) company has been enrolled in the SkyBonus program. Each company must designate one employee who will administer the SkyBonus account as the company's representative (herein termed the "Administrator"). Complete SkyBonus program enrollment details and program rules may be found at: https://skybonus.delta.com/bizCoTermsConditions.sb and SkyBonus rules are subject to change.

B. **SkyBonus Employees & Travel Agents:** SkyBonus Individual Prizes are available to be won by eligible employees of U.S. SkyBonus Member Corporations and registered Travel Agents, who are legal residents of the

U.S. and D.C., 18 or older as of 08/01/14. For the avoidance of doubt, Administrator is an eligible employee of a U.S. SkyBonus Member Corporation and nothing prevents Administrator from also entering the SkyBonus Individual Prize Drawing on his/her own behalf.

Employees of Delta Air Lines, its subsidiaries, affiliates, agencies and immediate families (spouse, children, parents, siblings, regardless of where they live) and persons living in the same household of such employees, whether related or not, are not eligible. Internet Access and a valid email address are required to participate and receive certain Prizes.

2. TO ENTER THE SWEEPSTAKES:

A. U.S. SkyBonus Corporate Members:

New U.S. SkyBonus Corporate Members – U.S. Corporations, with a valid U.S. Federal Tax ID that are accepted by Delta Air Lines as new SkyBonus Corporate Members, between 12:00:01 AM, U.S. Eastern Standard Time (U.S. EST), on 08/01/14 and 11:59:59 PM, U.S. Eastern Standard Time (U.S. EST) on 09/30/14, will automatically receive one (1) SkyBonus Corporate Member entry into the SkyBonus Corporate Member Prize Drawing (to obtain a SkyBonus account, at no cost, see Rule #3 below). Within 24-48 hours of U.S. SkyBonus account approval by Delta Air Lines, the Administrator* listed on the new U.S. SkyBonus Member account will be sent a SkyBonus employee email providing entry details so U.S. SkyBonus Corporate Members' employees can enter to be eligible to win SkyBonus Individual Sweepstakes Prizes (as per Rule 2B below) and U.S. SkyBonus Corporate Member will receive additional entries in the Corporate Member Prize Drawing in conjunction with such SkyBonus Individual Sweepstakes Drawing entries as an existing U.S. SkyBonus Corporate Member as set forth below.

*Administrator must have all necessary and appropriate authority to bind the U.S. SkyBonus Corporate Member for purposes of the Corporate Member's participation in the Sweepstakes and participation in the SkyBonus program. In conjunction with U.S. Corporation becoming a new SkyBonus Corporate Member, Administrator is participating in the Sweepstakes solely on behalf of Corporate Member.

Existing U.S. SkyBonus Corporate Members – When an employee (<u>other than</u> the Administrator*) of an existing U.S. SkyBonus Account Corporate Member enters for a chance to win a SkyBonus Individual Prize at www.delta.com/skybonussweeps (per Rule 2B below), and provides a valid U.S. SkyBonus Account Number, that account holder/U.S. SkyBonus Corporate Member will receive one (1) entry into the Corporate Member Prize Drawing. {*But, Administrator may still enter the SkyBonus Individual

Sweepstakes Drawing, as per Rule 2B, even though such entry will not count as a U.S. SkyBonus Corporate Member Drawing entry for the corresponding existing U.S. SkyBonus Account Corporate Member.}

Limit one (1) Sweepstakes entry per U.S. SkyBonus Corporate Member per day {12:00:01 AM, U.S. Eastern Standard Time (U.S. EST), through Midnight U.S. Eastern Standard Time (U.S. EST)}, regardless of U.S. SkyBonus Corporate Member method of entry outlined above; and, with respect to <u>existing</u> U.S. SkyBonus Corporate Members, regardless of how many of their employees enter the Sweepstakes for a chance to win a SkyBonus Individual Prize. Limit of one (1) SkyBonus account per U.S. Corporate Federal Tax ID.

Travel agencies and other sellers of travel are not eligible for SkyBonus accounts and, therefore, cannot be U.S. SkyBonus Corporate Members. However, registered Travel Agents may still enter the SkyBonus Individual Sweepstakes Drawing, as per Rule 2B.

B. U.S. SkyBonus Corporate Member Employees & Registered Travel Agents:

U.S. SkyBonus Corporate Member's Employees (including Administrator) and eligible Travel Agents may enter the Sweepstakes for a chance to win SkyBonus Individual Prizes by visiting www.delta.com/skybonussweeps, between 12:00:01 AM, U.S. Eastern Standard Time (U.S. EST), on 8/1/14 and 11:59:59 PM, U.S. Eastern Standard Time (U.S. EST), on 10/10/14, and providing their First Name, Last Name, and Company's SkyBonus Number and business email address (employee's Company or agent's client Company). Any entry that omits the Account Number is incomplete and void. Limit one (1) Sweepstakes entry per eligible U.S. SkyBonus Corporate Member Employee name or eligible Travel Agent name and/or email address, per day {12:00:01 AM, U.S. Eastern Standard Time (U.S. EST), through Midnight U.S. Eastern Standard Time (U.S. EST)}.

3. TO OBTAIN A SKYBONUS ACCOUNT: If company is not already a SkyBonus Corporate Member, Administrator, on behalf of company, may visit delta.com/skybonus or call 877-832-5211 to enroll the company in the SkyBonus program (no purchase is necessary to obtain a SkyBonus account). To review SkyBonus Membership Details & Program Rules visit https://skybonus.delta.com/bizCoTermsConditions.sb. SkyBonus offers void where prohibited by law and other restrictions may apply. SkyBonus offers are subject to change without notice.

4. PRIZES & WINNER SELECTION:

- A. SkyBonus Corporate Member Prizes for U.S. SkyBonus Member Corporations: One (1) SkyBonus Corporate Member Grand Prize, consisting of 200,000 SkyBonus Points (approximate retail value = \$500); three (3) SkyBonus Corporate Member First Prizes, consisting of 85,000 SkyBonus Points (approximate retail value = \$300 each Prize); and five (5) SkyBonus Corporate Member Second Prizes, consisting of 30,000 SkyBonus Points (approximate retail value = \$100 each Prize), will be awarded in a SkyBonus Corporate Member random drawing, conducted on or about 10/24/14, from all eligible SkyBonus Corporate Member entries received throughout the duration of the Sweepstakes.
- B. SkyBonus Individual Prizes for SkyBonus Member Company Employees & Travel Agents: One (1) SkyBonus Individual Grand Prize, consisting of a \$500 Delta eCerts Credit Voucher (approximate retail value = \$500); three (3) SkyBonus Individual First Prizes, consisting of a \$300 Delta eCerts Credit Voucher (approximate retail value = \$300 each Prize); and five (5) SkyBonus Individual Second Prizes, consisting of a \$100 Delta eCerts Credit Voucher (approximate retail value = \$100 each Prize), will be awarded in a SkyBonus Individual random drawing, conducted on or about 10/24/14, from all eligible SkyBonus Individual entries received throughout the duration of the Sweepstakes. Delta eCerts Credit Voucher made be used toward the purchase of a Delta Air Lines qualifying air transportation ticket. Delta eCerts Credit Voucher is valid for the dollar amount indicated on the certificate. If a ticket is issued in currency other than USD, the value should be converted to the currency of the country of payment at the Bankers Rate of Exchange in effect on the date of ticket issuance, and the rate of exchange must be indicated on the ticket. Delta eCerts Credit Voucher must be redeemed and ticket issued by the date indicated on the Prize certificate. Extensions are not permitted. Travel is permitted on Delta Air Lines only. Reservations must be made per the applicable fare rule. Delta eCerts Credit Vouchers may only be used toward the total purchase price of air transportation, including taxes, fees, and surcharges imposed on the air transportation. Delta eCerts Credit Vouchers are valid on both published and unpublished fares. Delta eCerts Credit Voucher may be applied toward the Delta air portion of a Delta Vacations package. Delta eCerts Credit Voucher may not be combined with any Group Fares. Delta eCerts Credit Voucher will not be honored when purchasing Prepaid Tickets, gift certificates or excess baggage charges, payments on account or Delta eCerts Agency Discounts. Once ticketed, penalties may apply for changes, per the fare rule purchased. The ticket must be validated on DL/006 ticket stock and the PNR must contain a DL operated or marketed flight. Delta eCerts Credit Vouchers will not be replaced for any reason, including vouchers which are lost or stolen. Purchased/auctioned Delta eCerts Credit Vouchers are subject to confiscation or voiding and travel will not be permitted. By redeeming the Delta eCerts Credit Voucher Prize, Winner acknowledges the content of the eCert Voucher Terms and Conditions and agrees to abide by them. Delta eCerts Credit Voucher is not transferable. Certificates may not be transferred for cash or any other

consideration. If the value of a Delta eCerts Credit Voucher is greater than the transportation purchased by a Winner, a new certificate for the remaining value will be issued to the original recipient, and the remaining value will be stored in Delta's electronic database which may be used for the purchase of a future ticket. For redemptions via the GDS, only a one-time use of each certificate is allowed, and no remaining value will be stored by Delta for future use. Delta is the final authority on the interpretation of these rules, and these program Terms and Conditions may be changed by Delta prior to usage and without advance notice. It is the responsibility of the passenger to be in possession of all necessary documentation (e.g., valid passport, visa where applicable) at the time and place of departure. Delta reserves the right to deny boarding to any passengers without proper documentation.

C. Drawings will be conducted randomly, by an independent judging organization, whose decisions are final and binding in all respects. In conducting the drawings, the same eligible entry selected will be used to award both the SkyBonus Corporate Member and SkyBonus Individual prizes. (For example, if an entry is selected in the drawing, the SkyBonus Individual member who entered via Rule 2B will be awarded a SkyBonus Individual member <u>and</u> the SkyBonus Corporate Member where such Individual member is employed will be awarded a SkyBonus Corporate Member prize.) Odds of winning a prize will depend on the number of eligible entries received for each drawing, as outlined above. No Prize substitutions permitted, except by Sponsor in case of Prize unavailability for any reason, in which case a prize of equal or greater value will be awarded. U.S. SkyBonus Corporate Member Prizes. No more than 18 Prizes will be awarded with a total Approximate Retail Value not to exceed \$3,800.

5. GENERAL RULES:

Sweepstakes void in U.S. territories and possessions, and where prohibited. Taxes will be the responsibility of the Winners (for Corporate Member prizes, taxes are the sole responsibility of the Corporate Member itself.) Sweepstakes subject to U.S. federal, state and local laws and regulations. Sweepstakes participation, and receipt of any Prize by the Corporate Member and/or its employees, is subject to the written company policies of Corporate Member; and, if such company policy prohibits a Corporate Member or its employee from accepting a Prize, such Prize will be forfeited and an alternate Winner selected, from among all remaining eligible entries received for applicable drawing, as per Rule 4 above. Similarly, Sweepstakes participation by registered Travel Agents is subject to the written company policies of their employer; and, if such company policy prohibits a registered Travel Agent from accepting a Prize, such Prize will be forfeited and an alternate winner selected from among all remaining eligible entries, as per Rule 4 above. Employees and registered Travel Agents are also cautioned to secure any necessary supervisory approval before participating in the Sweepstakes. Limit one (1) SkyBonus Corporate Member Prize per U.S. SkyBonus Member Corporation. Limit one (1) Individual SkyBonus Prize per

SkyBonus U.S. Corporate Member Employee or Registered Travel Agent. Winners (in the case of winning SkyBonus Corporate Member, the Administrator of such Corporate Member) will be notified by mail and/or email within approximately 2-3 weeks of a drawing. Administrator, acting on behalf of SkyBonus Corporate Member Potential Prizewinner, and Individual Prizewinner may be required to complete an Affidavit of Eligibility & Release within five (5) days of attempted notification and if these documents are not returned within the time specified, or if any notification or prize is returned as non-deliverable, or if a Potential Winner of any prize is found to be ineligible or not in compliance with these Official Rules, such prize may be forfeited and an alternate Winner selected from among all remaining eligible entries received for the applicable drawing. In the event that a Prize email notification is returned as undeliverable, the judges will make a second attempt to contact a Winner {within five (5) days} and if that subsequent notification is returned as undeliverable, that Winner (be it a Corporate Member Winner or an Individual Winner) may be disgualified with an alternate Winner selected via applicable drawing. SkyBonus Points will be automatically deposited into winning SkyBonus Corporate Member accounts within 6-8 weeks of Prize notification. SkyBonus Points must be redeemed in accordance with SkyBonus program rules found at delta.com/skybonus. No cash value or transfer of SkyBonus Points permitted. Delta eCert Travel Vouchers will be shipped to SkyBonus Individual Prizewinner's business address within 6-8 weeks of notification. Prizewinners' names, city and state of residence and company names may be announced in future Delta marketing efforts including, but not limited to, Delta.com or SkyBonus member communications, and other Delta marketing channels. By participating, Winners agree to Sponsor's use of name/likeness/city/state (and company name for U.S. SkyBonus Member Corporation Prizes) for commercial purposes without notification/compensation, except where prohibited by law. To the fullest extent permitted by law, participants (i.e., individuals and Administrators acting on behalf of Corporate Members) release and agree to hold harmless Sponsor, its subsidiaries, partners, agencies, and assigns (as well as the employees, officers, directors, shareholders, representatives, and agents of any of the foregoing entities) from any and all liability and/or loss to person(s) and property, resulting from participation in the Sweepstakes or acceptance, possession, receipt and/or use/misuse of a Prize. By their entry, participants (i.e., individuals and Administrators acting on behalf of Corporate Members) are agreeing to these Official Rules and that the decisions of the judges and Sponsor are final and binding in all respects. No mechanical/automated devices/third party derived entries may be used to participate. Sponsor reserves the right to post, remove and/or modify this Sweepstakes at any time with appropriate notification at www.delta.com. Sponsor reserves the right to disgualify entries from anyone tampering with the Delta website or entry process. If, for any reason, the Sweepstakes or any part thereof is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, or any other causes which, in the sole opinion of the Sponsor, could compromise, undermine or otherwise affect

the Official Rules, administration, security, fairness or proper conduct of the Sweepstakes, the Sponsor reserves the right in its absolute discretion, to modify these Official Rules and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of termination or cancellation, Winners will be selected from all eligible entries received before the time of termination, or as otherwise deemed fair and appropriate by Sponsor and the judges in their sole discretion. Delta Air Lines assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or jumbled, scrambled transmission, communications line failure, theft, destruction, or unauthorized access to the site or program/programming error or failure, or failure to capture or retain entry information, or any related application or service outages. Delta Air Lines and the judges are not responsible for injury or damage to entrants' or to any other person's computer, other equipment, or person relating to or resulting from participation in the Sweepstakes, or from downloading materials. Sponsor is not responsible for lost/late/misdirected/illegible entries, lost or late SkyBonus enrollments or outbound emails or computer malfunctions. Proof of mailing or transmission (as appropriate) does not constitute proof of entry.

6. DISPUTE RESOLUTION/CHOICE OF LAW:

To the fullest extent permitted by the law of his/her jurisdiction of residence or corporate presence (as applicable), by participating, entrants (i.e., individuals and Administrators acting on behalf of Corporate Members) agree that: (i) any claim, dispute or cause of action regarding the Sweepstakes or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in the federal or state courts of State of Georgia, and, such claim/dispute/cause of action will be resolved by a judge and THE RIGHT TO A JURY TRIAL IS HEREBY EXPRESSLY WAIVED; (ii) they consent to the personal and subject matter jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action, expressly waiving any right of forum non conveniens, change of venue or like right; (iii) their recovery will be limited to actual out-of-pocket costs involved in participating in the Sweepstakes (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action; and (iv) the court shall apply the law of the State of Georgia in adjudicating any such claim/dispute/cause of action, except for the choice of law/conflict of law rules of the State of Georgia (or of any other jurisdiction which would result in the application of the law of any jurisdiction other than the State of Georgia).

7. PRIVACY POLICY:

Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor in accordance with the online Privacy Policy posted on www.delta.com. To read the Privacy Policy, click on the Privacy Policy link at www.delta.com.

8. LIST OF WINNERS:

For a list of Winners, available after 11/14/14, send a self-addressed, stamped envelope to be received by 10/24/14 to: Delta "SkyBonus" Winners, P.O. Box 20748, New York, NY, 10021-0015.

Sponsor is Delta Air Lines Inc., Atlanta, GA 30354. Promo Code: SWEEPS14

This Sweepstakes may also be announced via Delta Air Lines Facebook, Twitter and LinkedIn pages, but the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or LinkedIn. To the fullest extent permitted by law, participants release and agree to hold harmless Facebook, Twitter and LinkedIn from any and all liability in conjunction with the Sweepstakes.