

FLY-OFF OFFICIAL RULES

FLY-OFF OFFICIAL RULES

1. **How to Enter.** To enter the Fly-Off, the contestant must create a video and submit it using one of the following platforms, Instagram, TikTok or submit through Pima Air and Space Museum Website. Submissions will be accepted through April 1st, 2021- April 9th 2021. All entry information and paper airplanes shall be collectively referred to herein as the "Submissions" or each as a "Submission." Sponsor reserves the right to cancel or modify this Fly-Off in the event an insufficient number of Submissions are received.

The Fly-Off will be held April 1st, 2021-April 9th 2021. During this time contestants must submit via Instagram or Pima Air and Space Museum Website a video flying their paper airplane. Once an entrant submits their video, it will be played on the web page of Pima Air and Space Museum during the duration of the event. On April 9th, the winners will be selected at random and Pima Air and Space Museum will post the winning videos on their website.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant's own creation; and (c) the Submission will not infringe on any rights of any third parties.

Limit one (1) entry per person. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical, human, or electronic.

2. **Start/End Dates.** The Fly-Off begins on **4/1/2021** and ends roughly at **on 4/9/2021** (the "Fly-Off Period").
3. **Eligibility.** Participation open only to those who are between 1 and 18 years of age as of date of entry and who have a parent or legal guardian present in the video submitted for entry. Employees, officers, directors, and volunteers of The Arizona Aerospace Foundation, d/b/a the Pima Air & Space Museum and the Titan Missile Museum ("Sponsor") and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Fly-Off materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors/volunteers are not eligible to enter.

4. **Paper Airplane Construction.** All paper airplanes must meet the following criteria: Airplanes can undergo any amount of folding and cutting or tearing, but **no tape, paperclips, staples, glue or any other added materials may be included.** The airplane can be personalized by using either white or colored paper (at the required weight). **The only additional materials permitted are the use of crayons, markers, pencils and pens.** Sponsor acknowledges that a certain level of parent participation may be required for the younger entrants. Such parent involvement must be limited to vocal coaching and all airplane construction must be completed by the entrant.
5. **Competition and Judging.** The winning contestants that have meet the requirements in section 4 will be selected at random on April 9th, 2021. The sponsor will announce the winners by on April 9th, 2021 via social media. To be eligible to win the contestants must have a parent or legal guardian in the video with them. They must have submitted their video between 12:00am Arizona time on April 1st, 2021 and 11:59pm Arizona time on April 9th 2021.
6. **Prizes.** Three grand prize winners will be selected. The name and video of the grand prize winner will be displayed on the museum website and social media accounts.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners.

7. **Notification.** Winners will be notified via social media and/or email. Each grand prize winner's parent or legal guardian will be required to sign and return, where legal, a Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document. If any winner cannot be contacted within three (3) days of first notification, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Fly-Off rules and requirements, such prize will be forfeited. Upon prize forfeiture, no compensation will be given.
8. **Conditions.** Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Fly-Off and/or acceptance of prize constitutes entrants' and winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Fly-Off or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Fly-Off, or possession, acceptance and/or use or misuse of prize or participation in any Fly-Off-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other

intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Fly-Off in any way shall be disqualified. Sponsor is not responsible if the Fly-Off cannot take place or if any prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9. **Additional Terms.** Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entry that it deems inappropriate for any reason. Any attempted form of entry other than as set forth in Section 1 above is prohibited. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Fly-Off, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Fly-Off or downloading any materials in this Fly-Off. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Fly-Off should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Fly-Off. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Fly-Off or web site. Sponsor may prohibit an entrant from participating in the Fly-Off or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Fly-Off by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE FLY-OFF MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE FLY-OFF, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE FLY-OFF. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS FLY-OFF AND ALL 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. **Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Fly-Off. Any controversy or claim arising out of or relating to these Official Rules and/or the Fly-Off shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Arizona, City of Tucson.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Fly-Off, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Pima in the State of Arizona. The parties agree not to raise the defense of forum non conveniens.

12. **Use of Data.** Sponsor will be collecting personal data about entrants online and offline, in accordance with its privacy policy. Please review the Sponsor's privacy policy at pimaair.org. By participating in the Fly-Off, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
13. **Sponsor.** The Arizona Aerospace Foundation, the Pima Air and Space Museum and the Titan Missile Museum, 6000 E. Valencia Rd., Tucson, Arizona 85756
14. **Photo Release.** By submitting your entry you hereby give the Arizona Aerospace Foundation, and the Pima Air & Space Museum, and their legal representatives, the right and permission to publish, mine and or my child's photographic image for the specific purpose of publication in all forms of media to promote the Pima Air and Space Museum. In giving my consent, I hereby release and hold harmless their offices employees, agents and designees from any and all responsibility or liability. I understand that I will receive no compensation for the use of these images. I understand mine and/or my child's picture will be maintained at Pima Air & Space Museum. I understand I may change or withdraw this release/consent at any time by contacting Pima Air & Space Museum in writing to info@pimaair.org. I understand the Arizona Aerospace Foundation has full authority as to which pictures they choose to publish.