

Urban Air's 10th Birthday Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

- 1. ELIGIBILITY:** This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry (the "**Entrant**"). The following are not allowed to participate or win a prize: (a) Employees, officers, and directors of Sponsor, Administrator, Zimmerman Advertising, agents of Sponsor, Administrator, and each of its respective companies, subsidiaries, advertising and promotion agencies (collectively the "**Promotion Entities**"), (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes; and (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor's database clock will be the timekeeper for this Sweepstakes.
- 2. SWEEPSTAKES TIMING:** The Urban Air's 10th Birthday Sweepstakes (the "**Sweepstakes**") begins Tuesday, September 7, 2021 at 12:00:01 a.m. (midnight) Eastern Time ("**ET**") and ends Sunday, October 3, 2021 at 11:59:59 p.m. ET ("**Entry Period**"). The Sweepstakes will consist of one (1) drawing to award ten (10) prizes (each a "**Prize**").

Potential winners will be randomly selected by the Administrator, from all eligible entries received during the Entry Period on or about Thursday, October 7, 2021.

Only entries that include a fully compliant entry will be eligible for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or Sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules ("**Official Rules**") and the decisions of Urban Air Adventure Park, 2350 Airport Freeway, Suite 505, Bedford, TX 76022 (the "**Sponsor**") and/or Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com (the "**Administrator**") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

- 3. HOW TO ENTER:**

You may enter this Sweepstakes on the Sponsor's Sweepstakes page

All entries must be made online at <https://www.urbanairtrampolinepark.com/10thbirthday>. Complete all required fields on the registration form which may include your first and last name, email address, park location (from drop down bar), name and birthdate of the child you'd like to enter for a chance to win. Complete the entry by agreeing to the Official Rules and submit.

If you opt to access the Sweepstakes via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone/device bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your mobile device's capabilities for specific instructions. Sponsor is not responsible for any charges.

Limit: Five (5) entries per day per email address. You may use the same email to register another child. Entries in excess of any stated limitation, and entries generated by script, macro or other automated means, or any means that subverts the entry process, will be void. Any attempted form of entry other than as described herein including the use of multiple Email addresses by the same person, is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials and entries submitted become the property of the Sponsor and will not be returned or acknowledged.

- 4.1 **Use of Data.** Sponsor will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://www.urbanairtrampolinepark.com/privacy-policy>. By participating in the Sweepstakes, 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. You are supplying information to Sponsor. Such terms and conditions are being made a part of these Official Rules and incorporated herein by reference.
- 4.2 **Entry Notes:** Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry and reserves the right to reject any entry that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the Prize based on eligible entries received prior to the cancellation.

- 4.3 **Entry Notes:** Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who

actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Sweepstakes.

5. **SWEEPSTAKES DRAWING:** A random drawing will be conducted by the Administrator on or about Thursday, October 7, 2021 from all eligible entries received during the Entry Period. Odds of winning are dependent upon the number of eligible entries received during the Entry Period. LIMIT: One (1) Prize per person or household.
6. **PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):** Only the prize listed below will be awarded in this Sweepstakes.

Ten (10) Prizes: Each winner will receive the following prize package ("**Prize Package**"): Note: ARV and Prize Package inclusions may vary from park-to-park location.

One (1) Top Tier Birthday Party, package for ten (10) participants.

Party Includes:

- Unlimited access to top tier attractions for 10 participants; height restrictions may apply.
- 2 Hour Hangout
- Private Party Room
- Private Party Host
- Digital invitations
- 2 Large one-topping pizzas
- 10 Bottled Waters
- Balloons, plates, napkins, forks for 10 including tablecloth and runner
- 1 Solid t-shirt for birthday kiddo
- Party favor scratch offs for 10
- 10 pairs of Urban Air socks
- Setup and cleanup
- 1 Jump pass to come back for birthday kiddo
- HDTV for sports games, slide shows, etc.

ARV of each Prize Package is \$425 (Price may vary per park location). Total ARV of all prizes \$4,250

NOTE: Winner must arrange the Birthday Party by calling the "Birthday Party Hotline" to book: 800-960-4778 (toll free). Birthday Party must be redeemed by December 31, 2022. Party is based on availability. Prize winner will not receive the difference between the ARV and the actual cost. Winner may upgrade the birthday party at their own expense.

Any and all warranties on any Prize (if any) are subject to the respective manufacturers' terms, and winner agrees to look solely to such manufacturers for any such warranty. Prize is non-transferable and is not exchangeable for cash. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.

DISCLAIMER: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Prize winner is responsible for any and all applicable fees, service charges, surcharges all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the prize.

All approximate retail values are subject to change based on, among other things, normal price fluctuations associated with the marketplace. If the Prize or the prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the Prize and will be awarded via a random drawing from all remaining eligible entries in the respective Entry Period.

Prize will be awarded only if the prize winner fully complies with these Official Rules.

7. **WINNER NOTIFICATION:** Prize winner will be notified via email by the Administrator based on the information provided when registering in the Sweepstakes. Prize winner will be notified within (48 hours) of the drawing. Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.
8. **LIMITATION OF LIABILITY:** Neither Sponsor, Administrator, the Promotion Entities, franchisees, prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in

any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes (vi) use of any prize and (vii) the drawing process including the outcome of the Sweepstakes.

9. **GENERAL CONDITIONS:** The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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. If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of cancellation, Sponsor will award the prize from among all eligible, non-suspect entries received prior to cancellation by random drawing. The use of any automated launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Entrants, by participating, agree that Sponsor and their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and all of their respective officers, directors, employees, representatives and agents will have no liability

whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Sweepstakes.

10. **DISPUTES**: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of Texas or the appropriate Court located in the state of Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

11. **WINNERS LIST**: To obtain the names of the winners (available after 10/18/21), send a self-addressed stamped envelope to Administrator at: Urban air's 10th Birthday Sweepstakes **WINNER**, P.O. Box 2312, Framingham, MA 01703-2312. All such requests must be received by 10/25/21.