

# ICELANDAIR



## UBER ICELANDAIR TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS PROMOTION IS INTENDED FOR PARTICIPATION IN UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW.

The Uber Icelandair promotion will begin at 8:00AM EDT on October 16, 2014 and end at 19:00 EDT October 16, 2014 ("Promotion Period"). Participation in the Uber Icelandair promotion constitutes participant's full and unconditional agreement to these Official Rules, and Sponsor's decisions, which are final and binding in all matters related to the promotion. The promotion is sponsored by Icelandair 1900 Crown Colony Dr. Quincy, MA 02169 ("Sponsor") who is solely responsible for all aspects of this promotion.

## ELIGIBILITY

The promotion is open to legal residents of the United States. Employees, officers and representatives of Icelandair or Uber, and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse regardless of where they reside) and household members of each such employee, whether or not related, and friends are not eligible to participate. Winning a prize is contingent upon fulfilling all requirements set forth herein.

This promotion is void in Canada, Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited or restricted by law.

## HOW TO PARTICIPATE

During the Promotion Period, there will be thirty (30) Icelandair-internally branded Uber SUVs traveling around Boston. Uber users can request an Icelandair UberSUV for complimentary travel to their destination within 5 miles of downtown Boston. One (1) UberSUV will be internally branded as an Icelandair Stopover car and will have representatives from Icelandair stationed in the car along with a film crew. Icelandair will provide unique Stopover experiences and/or prizes for passengers willing and able to participate. Up to thirty (30) grand prize winners will be randomly awarded.

- A. Only the person requesting the Icelandair UberSUV will be eligible to win during the promotion.
- B. Up to thirty (30) grand prize winners will be awarded during the promotion.
- C. Grand prize winners must meet all eligibility requirements for International travel.
- D. All Icelandair decisions regarding the promotion are final.

## **PARTICIPATION REQUIREMENTS**

By participating in this promotion, participants agree to be bound by these Official Rules and the decisions of the sponsor which are final and binding in all matters relating to the promotion.

## **PARTICIPANT PRIVACY**

Any personally identifiable information collected during a participant's participation in this promotion will be collected by Sponsor and used by Sponsor, Administrator, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules.

## **LIMITATIONS OF LIABILITY**

Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the promotion, or any part of it, at any time, without notice, and to cancel, terminate, modify or suspend the promotion in whole or in part, at any time, without notice and award prizes using all non-suspect eligible entries received as of the termination/suspension date, if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the promotion. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the request process (if applicable) or the operation of the promotion or to be acting in violation of these Official Rules or any other promotion or in a disruptive manner. Sponsor and Administrator assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from promotion participation; typographical, printing or other errors or omissions in these Official Rules, in any promotion related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the promotion, including, without limitation, errors or problems which may occur in connection with the administration of the promotion, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes. Sponsor and Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor Administrator is responsible for any damage to a participant's system which is occasioned by participating in this promotion or by downloading any information necessary

to participate in the promotion. Neither Sponsor nor Administrator is responsible for incorrect or inaccurate request information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error, which may occur in the processing of the entries in the promotion.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute regarding the identity of an individual who actually submitted an online request, the request will be deemed submitted by the authorized account holder of the Uber account. "Authorized account holder" is defined as the natural person who is assigned an Uber account by Uber according to their account guidelines. Potential winner may be required to show proof of being the authorized account holder.

## **PRIZES**

Up to thirty (30) grand prize winners will receive tickets for two to travel on Icelandair, with each ticket having an approximate retail value up to USD\$2,500.00. Of the thirty (30) prize winners, one (1) will be selected via social media entries. Up to one hundred (100) participants will receive a \$100 gift certificate for future travel on Icelandair. Additional prizes may be given away at sponsor's discretion. By accepting a prize, winner agrees to release the Sponsor ("Released Parties") from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Prize will be awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor.

All prize details will be determined in Sponsor's sole discretion. Prize is non-assignable, nontransferable, and must be accepted as awarded. No substitutions may be made. Prize will only be awarded to the verified winner(s).

## **WINNER**

The winning participants will be presented with prizes on site in person and will be required to sign and return a release as further described below. Odds of winning will be determined by the number of eligible participants. Prize consists of only those items specifically described as included in the prize. Any fees, federal, state and other taxes, costs and expenses relating to the use, acceptance and possession of the prize are the sole responsibility of the winning participant.

## **PRIZE CONDITIONS**

All Prize winners are solely responsible for all applicable federal, state, and local taxes (if applicable) associated with the receipt of any prize. The winner will be required to sign these terms and conditions. When receiving the prize, if potential winner fails to agree to terms and sign the requisite document or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and at Sponsor's sole discretion, an alternate winner may be selected for the prize at issue. Each potential winner is subject to verification before any prize will be awarded.

## **PUBLICITY**

Any passengers requesting an Icelandair UberSUV constitutes consent to Sponsor's use of passengers, name, likeness, photograph, any possible footage, photographs and video, voice, opinions, hometown and/or state for promotional purposes in any media, worldwide, (including but not limited to internet and television broadcast) without further consent or compensation except where prohibited.

## **OTHER TERMS & CONDITIONS**

By participating in the Promotion, participants agree to be bound by these Official Rules and agree that: Released Parties and their designees and assignees and all of their respective officers, directors, employees, representatives and agents shall have no liability and participant will indemnify, defend and hold Released Parties harmless from any liability, loss, injury, or damage to participant, themselves or any other person or entity, including personal injury, death or damage to personal or real property, to participant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any prize activity or travel related thereto) or participation in this promotion. Participants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Sponsor reserves the right, in its sole discretion, to disqualify any request and to modify, terminate or suspend this Promotion should virus, bugs, non-authorized human intervention, action of participants, or other causes beyond the reasonable control of the Sponsor, corrupt or impair the administration, security, fairness or proper participation of the Promotion and, if the Promotion is modified, terminated or suspended, at Sponsor's discretion, select winners from those eligible, non-suspect requests.

## **DISPUTES**

By participating in the Promotion, participants agree that . . .

- 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action;
- 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorneys' fees; and

3.) Under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and Sponsor or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Promotion or relating to these Official Rules shall be instituted only in the federal or state courts of Massachusetts, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **WINNERS LIST**

For names of grand prize winners please send a self-addressed, stamped business size envelope before October 31, 2014 to:

“Uber Icelandair Promotion”  
c/o Icelandair  
1900 Crown Colony Drive  
Quincy, MA. 02169 USA

## **TICKET RESTRICTIONS AND INFORMATION**

- Travel must be completed by October 16, 2015. Blackout dates apply and include: June 15 - September 2 and December 15 – January 6. No exceptions/no extensions. Please note that some Icelandair gateways are seasonal
- Complimentary travel is on Icelandair only, with two people traveling on the same itinerary
- Maximum travel length on prize letter is 30 days. Maximum stay for Icelandair Stopovers is 7 nights total
- All travel must originate from one of Icelandair’s North American gateways and will not accumulate points in our Saga Club program for frequent travelers
- Icelandair Stopover permitted. Prize letter does not include land arrangements in Iceland
- Approximate estimated retail value per round-trip ticket is up to and including USD\$2,500.00
- Transportation to/from the traveler’s home and Icelandair gateway airport will not be provided as part of the overall trip giveaway
- Flights are subject to availability at the time of reservation, which must be no more than 60 days prior to departure date
- A travel agent may not be used in booking flight arrangements, and reservations can not be made via our Internet website

- All applicable airport taxes and other official charges are payable by you prior to ticketing. You are also responsible for any income or other taxes that may apply
- Once tickets have been issued, a change fee of \$200 per person will apply for each re-issuance of your tickets
- Boarding pass with seat assignment will be issued at airport check-in. No seat assignments prior to check-in
- Please allow at least three weeks for processing

*This prize has no cash value, is non-transferable, non-negotiable, and cannot be extended, sold or redeemed for cash or other services not described in this letter.*