

OFFICIAL RULES – WINTER WANDERLAND 2017 PRIZE DRAWING

Aeromexico Airlines Flights from Portland International Airport to Mexico City, Mexico

By entering this drawing or accepting a prize, entrants agree to be bound by these Official Rules.

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW.

Deadlines: The Winter Wanderland 2017 Prize Drawing (the “**Drawing**”) begins at 8:00 a.m. PST on November 4, 2017, and ends at 8:00 a.m. PST on January 7, 2018 (the “**Entry Period**”). The sole determinant of time for purposes of the Drawing will be the computer clock of the Sponsor (identified below) or its service provider.

Who May Enter: The Drawing is open to legal residents of the United States of America who are 18 years of age or older as of the date of entry except as stated in this paragraph. The following are not eligible to enter or win: (1) employees, officers, commissioners, and directors of the Sponsors or of their advertising, travel, or promotional agencies; (2) immediate family and members of the same household of any of the foregoing (the term “immediate family” includes spouses, parents, grandparents, siblings, children, and grandchildren); (3) previous winners of a Sponsor’s prize promotions within the 90-day period preceding the earliest date of the Entry Period; and (4) any others associated with the Drawing.

How to Enter: Complete and submit an entry form at the Portland International Airport (“**PDX**”), or visit www.flypdx.com (the “**Drawing Website**”) during the Entry Period and complete the online registration form. No purchase or payment is required to enter or win. Limit one entry per person; multiple entries from the same person are void. Entrants may receive promotional e-mail messages from Aeromexico Airlines and/or the Port of Portland unless the “opt-out” box is checked when completing the entry form or online registration form.

Winner Selection and Notification: The Sponsors will select the winner through a random drawing on January 24, 2018, from all entries received during the Entry Period. The Sponsors’ selection of a winner shall be final and binding in all respects. The potential winner will be contacted within 14 calendar days from the date of the prize drawing. The potential winner must meet all eligibility requirements set forth in these Official Rules to qualify for the prize. Entrants that do not win will not be notified.

Odds of Winning: Odds of winning are dependent on the number of eligible entries received.

Prize: One eligible winner will be given one Travel Certificate entitling the bearer to two (2) round trip economy class positive space tickets on Aeromexico Airlines from any USA gateway to any Mexico destination. Some airline fees apply; see “Prize Terms and Conditions” below.

Prize Terms and Conditions:

- Travel Certificates are valid through February 1, 2019; travel must occur by February 1, 2019. Travel arrangements including reservations and ticketing must be made at least six weeks before departure.
- Travel Certificates are non-transferable, are not redeemable for cash and are void if sold or bartered. Any tickets obtained through such sale or barter are void and will not be honored for travel.
- For reservations, the winner must email amvipusa@aeromexico.com and advise that they have a Travel Certificate and need to book a “G” class reservation. All requests are subject to flight availability. Holiday periods and high-demand seasons may be blacked out (unavailable for travel using the Travel Certificate); verify dates with the reservation agent. Travel Certificates are valid on Aeromexico flights numbered 001-2999 only and do not apply to codeshare flights.
- Applicable taxes and surcharges are not included and must be paid before tickets are issued. Once issued, the tickets are not transferrable and cannot be reissued. 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. Aeromexico reserves the right to deny boarding to any passengers without proper documentation.
- The eligible winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents. If the eligible winner’s guest is a minor (as determined by his/her state of residence), the eligible winner must be the minor’s parent/legal guardian and must complete required paperwork on behalf of the minor as applicable.
- The guest must execute a liability/publicity release prior to issuance of prize documents. The eligible winner and guest are responsible for all costs and expenses associated with prize acceptance and use not specified herein as being provided, including without limitation additional ground transportation, meals and gratuities.

Prize Value: The verifiable retail value of the prize is \$1,000.00 per ticket (\$2,000.00 total). Actual retail value may vary based on dates of travel, city of departure, airfare fluctuations, and distance between departure and destination. The eligible winner will not receive the difference between the verifiable and actual retail value. An IRS Form 1099 may be issued for prizes exceeding \$600 in value.

To Claim Prize: The potential winner will be required to complete and return a Prize Eligibility Certificate and Acceptance Agreement (the “**Acceptance Certification**”) in substantially the form included below, and an IRS Form W-9, within 10 calendar days after notice of selection. All results are unofficial until the Port accepts the potential winner’s executed Acceptance Certification. The Travel Certificate will be emailed to the eligible winner at the email address provided when entering the Drawing. In the event of noncompliance with these Official Rules, or if the entrant cannot be contacted, or if the potential winner cannot or does not truthfully certify to the content of the Acceptance Certification, the prize will be forfeited and an alternate winner will be randomly selected.

Conditions: The Sponsors reserve the right, in their sole discretion, to: (1) cancel, suspend, and/or modify the Drawing, or any part of it, if any fraud, technical failures, or any other factor beyond the Sponsors’ reasonable control impairs the integrity or proper functioning of the Drawing; (2) modify these Official Rules at any time, to waive minor entry informalities without liability, or to otherwise modify, suspend, or terminate the Drawing at any time; and (3) disqualify any individual found to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of law. Should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. A Sponsors’ failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or of any other provision. The Sponsors will not be responsible for any: (a) telephone, computer, hardware, software, programming, or interrupted or unavailable network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsors, including inability to access the Drawing Website, submit entries, or other disruption related to Internet traffic, virus, bug or non-authorized intervention; or (c) damage caused by computer virus or otherwise resulting to any computer from entrant’s access of the Drawing Website, whether human, mechanical, or electronic. If such malfunction, error, disruption, or damage occurs and impairs the administration, security, fairness, integrity, or proper play of the Drawing, the Sponsors may, in their sole discretion, suspend or terminate the Drawing by posting a notice at the Drawing Website. If the Drawing is terminated before the end date stated above the Sponsors may, but are not obligated to, determine a winner from all potentially eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of this Drawing, or whom the Sponsors believe to be causing malfunction, error, disruption, or damage will be disqualified in the Sponsors’ sole discretion. The Sponsors reserve the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method and to disqualify any individual using such a method. Entrants and winners agree to be bound by the decisions of the Sponsors in interpreting these Official Rules and administering the Drawing, which decisions will be final and binding in all respects.

Legal: By entering or accepting a prize, entrants release and hold harmless the Sponsors and their commissioners, directors, officers, employees, and agents from all liability for any injuries, loss, or damages of any kind arising from or in connection with the Drawing or any prize. The Drawing is subject to all federal, state, and local laws and regulations and is void where prohibited by law. The laws of the State of Oregon will govern the Drawing. The Drawing is not intended to be construed as a contest, sweepstakes, or other prize promotion under Oregon law; the sole act required for entry and participation is that participants deposit or submit the entry form with the Sponsors, and no payment of anything of value, purchase of anything, or donation is required to enter or win a prize. Any action or proceeding arising out of the Drawing will be litigated in courts located in Multnomah County, Oregon. The Drawing and all of the related pages, contents, and code are copyright © 2017 Port of Portland. The Sponsors’ names, designs, and logos are trademarks of the respective Sponsors. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

Sponsors:

Port of Portland
PO Box3529
Portland, OR 97208
(Copies of Official Rules and list of prize winners
available at such address)

Aeromexico Airlines
[3663 North Sam Houston Parkway E.
Suite 500
Houston, TX 77032

Prize Eligibility Certificate and Acceptance Agreement

[* NOT REQUIRED FOR ENTRY – SAMPLE ONLY FOR OFFICIAL RULES*]

In consideration of my acceptance of a prize in the Winter Wonderland 2017 Prize Drawing (the “**Drawing**”), I certify and agree as follows:

Official Rules: I confirm my previous agreement, made by my entry in the Drawing, to comply with and be subject to all terms, conditions, and obligations set forth in the Official Rules of the Drawing.

Eligibility: I am a legal resident of the United States of America (address below). As of the date I entered the Drawing I was at least 18 years of age. I will provide proof of residence and age upon request. I am not an employee, officer, commissioner, or director (or immediate family member or member of the same household thereof) of the Port of Portland, Aeromexico Airlines (collectively, the “**Sponsors**”), or of the advertising or promotional agencies of either, or of any others associated with this Drawing. I am not a previous winner of a Sponsor’s prize promotion within the 90-day period preceding the earliest date of the entry period for this Drawing.

Image Consent: The Sponsors and all others acting with the permission of the Sponsors (collectively, the “**Grantees**”) may use without restriction or limitation (including but not limited to reproduction, display, broadcast, television, publishing, posting and distributing) my name, signature, biographical information, performance, voice, portrait, photograph and/or any other likeness of me obtained in connection with the Drawing, either in whole or in part, in any form, style, size or color, as edited by a Sponsor or its designee (collectively, my “**Image**”) for any purpose whatsoever without additional compensation in all media.

Release of Liability and Indemnification: I release the Grantees from all liability arising out of my participation in the Drawing or the use of my Image by the Grantees. I waive any right that I may have to inspect or approve any promotional materials relating to the Drawing, or to determine the use to which my Image may be put. I assign to the Grantees all my copyrights, rights of privacy, publicity, or any other property rights, if any, as necessary relating to the use of my Image consistent with the consent given herein. I will defend, indemnify, reimburse, and hold harmless the Grantees for, from, and against all losses, claims, damages, expenses, or liabilities of any kind, including court costs and reasonable attorneys' fees, arising from my participation in the Drawing or the Grantees’ use of my Image. I acknowledge that the consent, release, and indemnity given herein does not represent the payment of anything of value, purchase of anything, or making of a donation.

X

Signature

_____, 2017
Date signed

Full name of prize winner (print legibly)

Address: _____

Phone: _____