

# UNITED AIRLINES SOCIAL MEDIA SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

### CONSUMER DISCLOSURE

You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD

By entering this promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the Sponsor regarding this promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins at 12:01 AM ET on 7/27/15 and ends 8/17/015 at 12:00 PM ET, when all entries must be received ("Promotion Period").
2. **ELIGIBILITY.** Promotion open only to legal permanent US residents (including D.C.), 21 years of age or older before 7/27/15, except officers, directors, members, and employees of the Sponsor, or any other party associated with the development or administration of this promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This promotion is void outside the 50 United States and the District of Columbia, and where prohibited.
3. **HOW TO ENTER.** During the Promotion Period, entrants must Tweet or post on Instagram a favorite New York City moment (post may or may not include a photo). Tweet or Instagram post must include hashtags #NYerUnited #Sweeps and tag @United. Content Restrictions as defined below (collectively, the "Guidelines and Restrictions").

#### Guidelines & Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement
- The Submission must not disparage Sponsor, or any other person or party affiliated with the promotion
- The Submission must not contain brand names or trademarks other than those owned by Sponsor or United, which entrant has a limited license to use to incorporate in his/her Submission in this promotion
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created
- Entrant's Instagram and/or Twitter profile must be a public account in order for sweepstakes entry to be considered

**To enter the Sweepstakes without posting via Twitter or Instagram & to receive (1) entry, visit [newyorkeronthetown.com](http://newyorkeronthetown.com), visit the "GO" channel, and enter required contact information via the "United Airlines" sweepstakes post.**

Your post with #NYerUnited #Sweeps **AND** @United and/or your submission via newyorkeronthetown.com constitutes your consent to participate in this promotion & your consent for Sponsor to obtain, use, & transfer your name, address & other information for the purpose of administering this promotion. Sponsor Entities, including Advance Magazine Publishers Inc., are not responsible for lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission, 3<sup>rd</sup> party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in any promotion or Campaign-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any & all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this promotion.

Entrant further represents and warrants that their Submission adheres to the fundamental spirit of the promotion and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor).

**Limit:** One entry per person via email address, Twitter account, or Instagram account during the promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

**4. WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about 8/19/15 (the "Drawing Date"). There will be a total of one (1) Grand Prize winner. All drawings will be conducted by Sponsor whose decisions will be final and binding in all matters related to this promotion. The potential winner will be notified on Twitter, Instagram, or via email by The New Yorker Creative Studio (@newyorkerpromo on Twitter/Instagram). Winner will be asked to provide their name, mailing address (P.O. Box not accepted) and daytime phone number. If a potential winner: (i) cannot be contacted; (ii) does not respond within three (3) days from the date of winner notification; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor's discretion, successful completion of a background check, such individual will be declared the "winner" of the promotion. For a list of the winner(s), please send a request to The New Yorker, Integrated Marketing Department, 1 World Trade Center, New York, NY 10007).

**5. PRIZE DESCRIPTION.** One (1) winner will receive a trip for two (2) to the 2015 New Yorker Festival (10/2/15 – 10/4/15). Prize ARV: \$2,810. Prize consists of:

- Two (2) round-trip United airfare tickets (domestic) from winner's nearest major airport
- One (1) hotel room for two (2) nights at The Algonquin in NYC
- Tickets to three (3) Festival events TBD (Friday, Saturday, and/or Sunday)

Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Winner will not receive difference between actual and ARV.

6. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.
7. **ODDS OF WINNING.** The odds of winning this promotion depend on the number of eligible entries received.
8. **OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.
9. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.
10. **CONSENT AND RELEASE.** By entering the promotion, each entrant releases and discharges the Sponsor, United Airlines Inc., judging organization (if applicable), and any other party associated with the development or administration of this promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release within three (3) days of notification; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within three (3) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

11. **DISCLAIMERS.** (i) Sponsor is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

12. **APPLICABLE LAWS AND JURISDICTION.** This promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws. All disputes arising out of or connected with this promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

14. **SPONSORS.** This promotion is sponsored by The New Yorker (1 World Trade Center, New York, NY, 10007) and United Airlines, Inc. (233 S. Wacker Drive, Chicago, IL, 60606).