

OFFICIAL PROMOTION RULES (the “Official Rules”)

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL UNITED STATES FEDERAL, STATE, AND LOCAL LAWS APPLY. NO PURCHASE OR PHOTO PARTICIPATION NECESSARY TO ENTER OR WIN.

General Description:

The Appleton Airport Ice Cream Express Tour Giveaway (the “Promotion”) is conducted by [Appleton International Airport](#) (“Sponsor”). Registration for the Promotion must be completed at <https://atwairport.com/contests-giveaways/ice-cream-express/>. Upon registration, all participants unconditionally agree to and accept these Official Rules.

Promotion Period: June 1, 2023 from 6 a.m. CST – June 30, 2023 11:59 p.m. CST (the “Promotion Period”).

Eligibility:

The Promotion is open to all Wisconsin and Upper Peninsula of Michigan residents, age eighteen (18) and over as of the exception where prohibited or restricted by law. Participants can only win one prize once per year if valued over \$300. Sponsor, and its respective parent, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, prize sponsors and other agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, “Promotion Parties”), and the immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win.

Registration:

All entries must be received by June 30, 2022 at 11:59 p.m. CST (the “Registration Deadline”). By submitting a registration, each participant agrees to release, discharge, defend and hold harmless the Promotion Parties from any claim or liability arising from or related to submitting a registration.

How to Enter:

Grand Prizes

- Visit the Appleton Airport Ice Cream Express Bus during their June tour and scan the giveaway QR code at event. [See dates and locations](#).
- Visit a participating Festival Foods location and scan QR code - located by entry doors or in the freezer aisle – [See participating locations](#).
- One entry per person per visit, per day.

\$25 Festival Gift Card

- One winner will be randomly selected at each Festival Foods ice cream bus stop for the \$25 Festival Foods gift card.

There is NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY to participate in the Promotion. A purchase does not improve your chance of winning.

Selection of Winners:

The winner (a "Prize Winner") will be selected by random drawing on Wednesday, July 5, 2023. The Prize Winner will be contacted by email or phone.

If any Prize Winner cannot be contacted within two (3) calendar business days of the first notification attempt, if any Prize or Prize notification is returned as undeliverable, if any Prize Winner rejects his/her Prize or in the event of non-compliance with these Official Rules and requirements, such Prize will be forfeited and an alternate Prize Winner will be selected from all remaining eligible entries.

Prizes and Approximate Retail Values ("ARV"):

Allegiant Air Grand Prize – valued at \$1,150

- \$1,000 Allegiant Air Ticket Voucher
- \$100 Festival Foods Gift Card
- ATW Gift Basket

United Airlines Grand Prize – valued at \$850

- \$750 United Airlines Ticket Voucher
- \$50 Festival Foods Gift Card
- ATW Gift Basket

American Airlines Grand Prize - \$600

- \$500 American Airlines Gift Card
- \$50 Festival Foods Gift Card
- ATW Gift Basket

One random winner at each tour stop will win a Festival Foods gift card valued at \$25.

No substitution, cash redemption, or transfer of Prize is permitted except at the Sponsor's sole discretion. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state, and local taxes on the Prize, and all other costs associated with acceptance or use of the Prize are the sole responsibility of the Prize Winner. Arrangements for delivery of the Prize will be performed after Prize Winner validation. **LIMIT ONE (1) PRIZE PER PERSON / EMAIL ADDRESS / HOUSEHOLD.** At the Sponsor's discretion, unclaimed Prizes may not be awarded.

Prizes will be awarded provided they are claimed properly in accordance with these Official Rules. No refund or compensation will be made in the event of the cancellation or delay of any flight. The Prize consist only of the items described above. All expenses and incidental costs not expressly stated in the Prize descriptions above, including but not limited to, ground transportation, lodging, meals, incidentals, gratuities, baggage fees and personal charges at lodging are the responsibility solely of Prize Winner. Travel restrictions, conditions and limitations may apply. The Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. The Prize Winner is responsible (at his/her expense) for ensuring that

he/she has a valid required travel documentation. The Prize Winner must comply with all airline and security requirements.

Claiming Prizes/Releases: The potential Grand Prize Winners will be chosen with a random drawing on Wednesday, July 5, 2023. The potential Prize Winners will be required to complete and return Sponsor's Affidavit of Eligibility and Liability Form if the prize is valued over \$600. Non-compliance with any of these Official Rules may result in disqualification and the Prize will be awarded to the next person selected by random drawing as described herein. If a potential Prize Winner is ineligible or declines the Prize, the Prize will be forfeited and the next person will be selected by random drawing as described herein. If the Prize Winner's Affidavit of Eligibility and Liability Form is returned as undeliverable, or if the Prize is forfeited for any reason whatsoever, the Prize Winner will be disqualified, and the Prize will be awarded to the next person selected by random drawing as described herein. A potential Prize Winner is not a Prize Winner until his/her submission of notification materials is verified.

Release Form: Prize Winner will be required to complete and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within seven (7) days of notification, and in any event before receiving the Prize. Failure to return the executed Affidavit within that time may result in forfeiture of Prize and random selection of alternate potential Prize Winner from remaining eligible entries. The Prize Winner will be subject to a verification process, to include the Prize Winner's name, date of birth, address, phone number, email, and a photo of their valid driver's license. If the Prize is valued over \$600, the Prize Winner must also provide a social security number or taxpayer-identification number. Prize Winner is solely responsible for all taxes.

Publicity Release: As a condition of entering, participants agree: (a) to release, discharge and hold harmless Promotion Parties their respective affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, advertising and promotion agencies and the officers, directors, employees and agents of each of the foregoing, from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or incurred with respect to the awarding, receipt, possession and/or use or misuse of any Prize, or the use of any photo, video or other entry; (b) that under no circumstances will a participant be permitted to obtain awards for, and the participant hereby waives all rights to claim (to the extent allowed by applicable law), punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments and award shall be limited to actual out-of-pocket costs incurred, excluding attorney fees and court costs. Except where prohibited, by accepting a Prize, Prize Winner grants permission for the Promotion Parties and their respective agents to use his/her name, video/photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

Changes/Cancellation:

The airlines reserve the right to cancel, alter routes and times or suspend air service without notice. Management reserves all rights. No cash value. Ground transportation and baggage fees are not included.

General Terms and Conditions:

The Promotion Parties shall not be responsible for any failed registrations or entries for any

reason including without limitation those that are lost, late, damaged, delayed, incomplete, illegible, unreadable, or misdirected. Further, the Promotion Parties shall not be responsible for any electronic, network, and server failures or malfunctions, or other technical errors of any kind.

The Promotion Parties reserve the right to cancel the Promotion for any reason that they deem appropriate, including, without limitation, a computer virus, bug or other technical problem(s) that corrupts the administration or security or proper functioning of the Promotion. Should the Promotion be canceled prior to the Registration Deadline, notice will be sent to all participants.

The Promotion Parties reserve the right to amend these Official Rules and policies.

Prize Winners of any Prize are solely responsible for all applicable federal, state, and local taxes. All participants agree that the Promotion Parties and any other representatives of any kind shall not be responsible or liable for damages or losses of any kind arising out of or resulting from an entry in this Promotion, acceptance, or use of a Prize or any other matter related to the Promotion, including, without limitation, claims based on property damage, personal injury and/or death, publicity rights, defamation or invasion of privacy.

By registering for the Promotion, participants and the Prize Winner agree and acknowledge that the Promotion Parties may use their respective names, images, and likenesses in connection with the Promotion, for advertising purposes, on their website or in future similar campaigns or Promotions.

By registering for the Promotion, participants will have their email address provided to Sponsor for marketing purposes. Participants may unsubscribe at any time from receiving Sponsor's promotional messages.

The Promotion Parties reserve the right, at their sole discretion, to disqualify any participant found tampering with the Promotion or violating these Official Rules. Any attempt by a participant to deliberately damage or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, the Promotion Parties reserves the right to seek damages arising from such acts to the fullest extent of the law. If it is determined that the Promotion is compromised in any way, then, at its sole discretion, the Promotion Parties can cancel the Promotion. If any notification is returned as undeliverable, or if any participant violates these Official Rules, the participant will be disqualified. By entering the Promotion, each participant agrees to abide by and be bound by all decisions of the Promotion Parties relating to the Promotion, which shall be final and binding in all respects, including but not limited to the determination of the Prize Winner.

If any portion of these Official Rules are found to be invalid, illegal, or unenforceable, for any reason, that portion shall be severed from the rest. The provisions of these Official Rules shall be construed and enforceable in accordance with the laws of the State of Wisconsin.

Sponsor: Appleton International Airport, W 6390 Challenger Dr., Appleton, WI 54914. Mail-in entries are not accepted at this address. All comments, questions, and complaints regarding this Promotion must be directed to the Sponsor only.