VIP NASCAR Experience Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. <u>Eligibility</u>: The VIP NASCAR Experience Sweepstakes ("Sweepstakes") is open only to legal residents of the United States who are 21 years of age or older and who, as of June 30, 2018, owned an aircraft with a Gogo ATG system. Employees, officers, and directors of Gogo Business Aviation ("Sponsor") and its parents, subsidiaries, affiliated companies, advertising, promotion, or production agencies (and the IRS dependents, immediate family members and individuals residing in the same household as any of the foregoing persons) are not eligible to participate. All applicable federal, state and local laws apply. By participating, you agree to be bound by these Official Rules ("Rules"). Void where prohibited.

2. <u>Entry Period</u>: The Sweepstakes begins at 12:00:01 a.m. Eastern Time ("ET") on 7/1/18 through 11:59:59 p.m. ET on 01/01/19 (the "Sweepstakes Period").

3. <u>How to Enter</u>: There are two ways to enter during the Sweepstakes Period.

- 1. Activate any new Gogo ATG system to be automatically entered.
- Handwrite on a piece of paper your full name, physical address, date of birth, email address, and phone number. Then, mail your completed entry in an envelope with first-class postage to: 105 Edgeview Dr. Broomfield, CO 80021 Mail-in entries must be postmarked no later than 12/1/18 and must be received by 01/01/2019.

Limit one (1) entry per person, regardless of method of entry. Any attempt to enter more than the permitted number of times with multiple identities, accounts, email addresses, or by any other means, may result in disqualification. Use of any macro, bot, script or other automated means to submit entries is prohibited. No responsibility is assumed for illegible, lost, late, damaged, incomplete, misdirected, misaddressed, postage-due, or stolen entries. Proof of transmission is not proof of receipt. Sponsor's database computer is the official timekeeping device for the Sweepstakes. Each entry will be deemed submitted by the authorized account holder of the email address associated with the entry. The "authorized account holder" of an email address is defined as the natural person to whom an email address is assigned by an internet service provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the relevant email address.

4. <u>Winner Selection and Notification</u>: The winner of the Sweepstakes will be randomly selected on or 01/01/19 from among all eligible entries. Potential winner will be notified using the contact information provided at the time of entry. No liability is assumed for any winner notification that is lost, intercepted or not received by potential winner for any reason. Failure to respond to any winner notification within 48 hours may result in disqualification and selection of an alternate winner. Potential winner (and any guest) may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release. Failure to comply when requested may result in disqualification and selection of an alternate winner.</u>

5. <u>Prize/Odds</u>: One (1) Prize is available: A Daytona 500 Series package for two (2) persons in Daytona, FL. Prize consists of: (a) hotel accommodations in Miami, FL (consisting of one (1) double-occupancy, standard room) for 3 days and 2 nights, (b) VIP admission for two persons to the Daytona 500 on 02/18/19 ("Event"), (c) a meet-and-greet for winner and guest with NASCAR Champion Brad Keselowski. (d) food vouchers for winner and guest for 3 days, up to a total of \$500 and (e) ground transportation among Daytona airport, Daytona hotel, and Event location.

If winner cannot attend Event or any prize-related events on the dates specified by Sponsor, prize will be forfeited and may be awarded to an alternate winner, time permitting. Meet-and-greet will be scheduled to accommodate Brad Keselowski's schedule and is currently anticipated to occur on 2/18/19. Air transportation is <u>not</u> included. All transportation, lodging, meals, and other costs and expenses not identified herein are the responsibility of the winner. Major credit card will be required at hotel check-in to cover any incidental expenses. Winner and travel companion must travel on the same itinerary and must have all ID and other documents necessary for travel. Winner and travel companion may be required to sign an Affidavit of Eligibility, Liability Release, and/or a Publicity Release prior to ticketing (the "Prize Claim Documents"). Any person taking part in the trip must be 21 or older. Travel must be completed to coincide with the Event. If winner cannot travel on specified dates, an alternate winner may be selected. Event date is subject to change. No responsibility is assumed for cancellation or postponement of Event beyond Sponsor's control. If Event is cancelled or postponed after travel arrangements are made, remainder of trip will be awarded as the complete prize.

Prize is non-transferable, and no cash alternative or prize substitution will be allowed, except in Sponsor's discretion. A substitute of comparable or greater value may be awarded if the prize listed becomes unavailable for any reason. Winner is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize.

Odds of Winning. Odds of winning depend on the number of eligible entries.

6. <u>Prize Conditions</u>: Sponsor may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events, including but not limited to the Event. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

7. Release of Liability: By participating, you release Sponsor, and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Sweepstakes from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly provided in these official rules. By entering, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of Colorado without regard to principles of conflicts of laws, and by entering you consent to the exclusive jurisdiction of the states and federal courts in Colorado for resolution of any disputes relating to the Sweepstakes and waive any objection thereto. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

8. <u>Additional Rules</u>: By participating, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the judges,

which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such person's eligibility. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised in a manner that corrupts or impairs the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and to select the winner from among eligible entries received that are not affected by the problem or as otherwise deemed fair and appropriate by Sponsor. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials. Entry constitutes consent to the use of winner's name, voice, picture and/or likeness, in any and all media without restriction of any kind whatsoever, without compensation for promotion purposes to the extent allowed by law.