

**ABE “WHO’S YOUR HERO” CONTEST  
OFFICIAL RULES**

Lehigh Valley International Airport-ABE (“Airport”) is hosting a Who’s Your Hero Contest (“Contest”) substantially as described in these rules. By participating, each participant agrees as follows:

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

**Eligibility.** This Contest is open only to legal U.S. residents, age eighteen (18) years or older at the time of entry with a valid Social Security number. Employees of Airport, and each of its affiliates, related entities and subsidiaries, and the immediate family members and household members of all such employees are not eligible to participate. The term “immediate family members” includes spouses, parents and stepparents, siblings and stepsiblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three months out of the year. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Airport’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Contest Period.** The Contest will begin at **8:00 a.m. ET on Monday, November 16, 2020** and will run until **12:01 a.m. ET on Thursday, December 17, 2020** (the “Contest Period”). The Airport’s computer is the official time keeping device for this Contest.

3. **How to Enter.** To enter:

- (i) **Online:** Submit your story of Who’s Your Hero online at [www.flyabe.com/hero](http://www.flyabe.com/hero) during the Contest Period, or from Airport’s homepage, follow the instructions for submitting a story. Submissions must be 1500 characters or fewer. All entries must be received by 11:59 pm ET on Thursday, December 17, 2020. **Limit one entry per person.** Any attempt by any participant to submit more than one entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entry and the participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Airport is not responsible for lost, late, incomplete, invalid, unintelligible, inappropriate, or misdirected registrations, all of which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The “authorized account holder” is the natural person who uses an email address hosted by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Airport and will not be returned. Airport reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion. **No mail-in entries will be accepted.**

4. **Winner Selection.** On or about 9am, Friday, December 18, 2020, Airport will select one entry for the grand prize (“Grand Prize”) from among all valid entries received by Airport during the Contest Period. Airport will select a winner based on the most heartwarming story of why the entrant should be reunited with a loved one. Airport’s decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. The winning entrant will be contacted using the email address and/or telephone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Failure to respond to the initial verification contact within three days of notification will result in disqualification and forfeiture of the prize.

5. **Verification of Potential Winner.** THE ELIGIBILITY OF ALL POTENTIAL CONTEST WINNERS IS SUBJECT TO VERIFICATION BY THE AIRPORT WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The potential winner must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. The potential winner may be notified by email and/or telephone call after the date of winner determination. The potential winner will be required to sign and return to Airport, within one (1) of the date notice will send, an affidavit of eligibility and a liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. A winner who returns the affidavit of eligibility and liability/publicity release will be deemed to have accepted the contest prize and thereafter will not be permitted to rescind their acceptance of the prize and/or return the prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that the potential winner of a prize is disqualified for any reason, Airport may award the applicable prize to an alternate winner by selecting another entry from among all remaining eligible entries.

6. **Prize.** The Grand Prize is airfare to or from ABE, to be used by December 18, 2021. The Grand Prize includes one round-trip airfare of value up to \$1,000. If winner's selected airfare exceeds \$1,000, winner is responsible to pay the difference. Winner is responsible for all taxes associated with prize receipt and/or use. Odds of winning the Grand Prize depend on several factors including the number of eligible entries received during the Contest Period.

There is no substitution, transfer, or cash equivalent for prizes, except that Airport may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities, or any other expenses.

**If any Prize is unable to be claimed due to temporary or permanent closure of venue due to disease, epidemic, pandemic, quarantine, any acts of government and/or any other reason that is beyond the control of Airport, then no substitution shall be provided by Airport. By accepting the Prize, a winner acknowledges the risk of contracting COVID-19 in any public space, including during airline travel, and assumes all risks of accepting the Prize.**

7. **Entry Conditions and Release.** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Airport, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Airport, and its respective subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of its respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of the prize.

8. **Publicity and Copyright.** Except where prohibited, participation in the Contest constitutes entrant's consent to use by Airport and its agent of entrant's name, likeness, photograph, voice, opinions and/or biographical information (including hometown and state) for promotional purposes in any media, worldwide, without further payment or consideration, unless otherwise prohibited by law. All submissions become the sole property of Airport, and participants shall not retain any rights therein, including copyright or other property right.
9. **Taxes.** All State, Local, Federal and/or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
10. **General Conditions.** Airport reserve the right to cancel, suspend and/or modify the Contest, or any part of it, in the event of any fraud, technical failures or any other factor beyond Airport's reasonable control, including, without limitation, factors that impair the integrity or proper functioning of the Contest, as determined by Airport in its sole discretion. Airport reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Airport reserves the right to seek damages from any such person to the fullest extent permitted by law. Airport's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Airport, entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error that may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that a production, technical, programming or other error causes more than stated number of prizes as set forth in these Official Rules to be claimed, Airport reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
12. **Disputes.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court located in Lehigh County, Pennsylvania; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Station in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules.
13. **Entrant's Personal Information.** Information collected from entrants is subject to Airport's Privacy Policies, which is available on its website under the "Privacy Policy" link. All entry blanks, forms,

devices, and materials gathered during the course of entry, as well as all information contained therein, shall become the sole property of Airport to be used, disposed of or destroyed in its sole discretion. Sponsors are not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest website.

14. **Contest Results.** A winners list may be obtained after the Contest Period expires by sending a self-addressed stamped envelope to Airport identified below. A complete copy of these rules can be obtained up to 30 days following the end of the Contest Period at the offices of Airport during normal business hours Monday through Friday, located at 3311 Airport Road, Second Floor, Allentown, PA 18109, on the Airport's website [www.flyabe.com/hero](http://www.flyabe.com/hero), or by sending a self-addressed, stamped envelope to the Airport address.