"Cleveland Marathon – Where is WOW? TICKET GIVEAWAY"

on Cleveland Marathon's Facebook page

Terms & Conditions

Please read these Terms & Conditions. By entering the Facebook ticket giveaway, the participant confirms that he/she has agrees to these Terms & Conditions.

1. GENERAL

The ticket giveaway starts on Friday April 27th, 2018 and finishes on Wednesday, August 15, 2018. Winner will be announced on Friday, August 17, 2018. It is not necessary to buy goods or services from WOW air in order to take part in the ticket giveaway, or to be able to win. Buying goods or services from WOW air will not increase your chance of winning. This ticket giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook. All information submitted by entrants is provided to WOW air and not to Instagram. All questions, comments, or complaints regarding this promotion should be directed to WOW air, socialmedia@wow.is, and not to Facebook. Every effort will be made to ensure that the ticket giveaway progresses in an honest and transparent manner. If you suspect the rules are being broken or abused, please contact socialmedia@wow.is. WOW air reserves the right to change or cancel the ticket giveaway if necessary. For example, if fraud, misconduct or technical failures destroy the integrity of the ticket giveaway or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the ticket giveaway as determined by WOW air, in its sole discretion. If the ticket giveaway is cancelled, drawing will be conducted from among all eligible entries received prior to the time of termination. It is the responsibility of the participant to follow any changes to the ticket giveaway.

2. HOW DO I TAKE PART?

- a) Go to Cleveland Marathon's FB page: <u>https://www.facebook.com/ClevelandMarathon</u>
- b) Find the Where is Wow? Campaign images.
- c) Answer the correct location shown in the image in the comments section of the FB post.

WOW air takes no responsibility for lost, late, damaged, delayed, incomplete, illegible, mutilated or misdirected entries, entries not received by the entry deadline, or for electronic, network or computer/phone failures or malfunctions, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in this ticket giveaway, or other hardware, software or technical errors of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any material in connection with the ticket giveaway.

Any use of robotic, automatic, programmed or the like methods of participation will void all entries by such methods, WOW air reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these terms and conditions.

3. RULES OF PARTICIPATION

Only individuals can take part in the ticket giveaway. Companies, organizations, and WOW air employees are not permitted to take part. The ticket giveaway is open to all individuals that have a Facebook account

4. THE PRIZE

<u>One winner</u> will receive a two round trip tickets from following airports: *KEF/SFO/YYZ/BWI/BOS/LAX/DTW/ORD/CVG/CLE/DFW/JFK/PIT/STL*

Checked-in luggage and taxes & charges included*.

Valid for selected travel periods TBD.

5. SELECTION OF WINNERS

One winner will be picked and announced and notified on Friday, August 17, 2018. If the winner doesn't respond within 24 hours, another winner will be selected. The winner must show legal identification or otherwise prove his identity beyond any reasonable doubt in order to claim his prize. If it comes to light that the winner does not fulfil ticket giveaway criteria, he/she will not be awarded the prize and another winner will be drawn instead. The winner's name will be published on WOW air's Facebook account after the competition has finished. WOW air reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. No substitution, cash redemption or transfer of prize by the winner is permitted. Non-compliance with this requirement, or if prize/prize notification is returned as non-deliverable, or if the winner is found to be ineligible or not in compliance with these terms and conditions, such prize will be forfeited and will be awarded to an alternate winner.

6. RELEASE AND LIMITATION OF LIABILITY

Entrants, by participating in this ticket giveaway, hereby waive and release, and agree to hold harmless Instagram, WOW air, its subsidiaries, affiliates, licensors, advertising and promotion agency and all of their respective officers, directors, employees and representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any end good obtained with the prizes or their participation in this ticket giveaway, or any prize-related activity. By accepting a prize, winner agrees that WOW air may use the winner's name for promotional purposes and to the use of statements made by or attributed to winner relating to WOW air, its related and affiliated companies or to this ticket giveaway and grants to WOW air, and its related and affiliated companies any and all rights to said use without further notice and/or compensation except where prohibited by Icelandic law.

7. DATA PROTECTION

The managers of the WOW air's Facebook account have access to the information you supply when entering the ticket giveaway. WOW air will not pass your details to any third parties, unless forced to do so by an Icelandic court of law.

8. DISPUTES

By entering the ticket giveaway entrants agree that 1) Any and all disputes, claims, and causes of action arising out of or connected with the ticket giveaway, or prizes awarded shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgement and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the ticket giveaways but in no event attorneys' fees; and 3) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of the entrants and WOW air or the released parties in connection with the ticket giveaways, shall be governed by, and constructed in accordance with Icelandic law. Any legal proceedings arising out of this ticket giveaway or relating to these terms and conditions shall be instituted only in an Icelandic court of law. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms and conditions shall otherwise remain in effect and be constructed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WOW air, Katrínartún 12, 105 Reykjavík, Iceland.

http://wowair.com

This ticket giveaway is subject to Icelandic law and regulations. All information provided in the Terms and Conditions is subject to errors, omissions and change.