

**Discover Puerto Rico No Passport, No Problem Contest
Official Rules**

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

1. **ELIGIBILITY:** The Discover Puerto Rico No Passport, No Problem Contest (“**Contest**”) is open only to entrants and nominees who are legal United States residents who: (i) are 18 years of age or older, and (ii) reside within a 30-mile radius of the major commercial airport located in or near one (1) of the following cities (as determined by Sponsor in its sole discretion): Albany, NY; Atlanta, GA; Baltimore, MD; Dallas, TX; Denver, CO; Hartford, CT; Kansas City, MO; Mercer, NJ; Miami, FL; Milwaukee, WI; Omaha, NE; Orlando, FL; Philadelphia, PA; Raleigh, NC; and Tampa, FL (each, an “**Eligible City**”) as of date of entry. Employees, officers and directors of Discover Puerto Rico (“**Sponsor**”), Realtime Media LLC (“**Administrator**”), Frontier Airlines, Inc., and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, “**Contest Parties**”), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Contest. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void outside of the Eligible Cities listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **TIMING:** The Contest will consist of three (3) phases, as detailed below:
 - **Contest Entry Period:** Begins at or about 09:00:01 a.m. Eastern Time (“**ET**”) on November 14, 2023 and ends at 11:59:59 p.m. ET on December 1, 2023 (“**Entry Period**”).
 - **Judging Period:** Begins on December 4, 2023 and ends on December 14, 2023 (“**Judging Period**”), subject to change in Sponsor’s sole discretion.
 - **Winners Announcement:** The winners will be announced on or about December 22, 2023 (“**Winners Announcement**”), subject to change in Sponsor’s sole discretion.

The computer clock of the Sponsor is the official time-keeping device in the Contest.

3. **HOW TO ENTER THE CONTEST:** During the Entry Period, if you are an eligible entrant, visit <https://www.discoverpuertorico.com/no-passport-no-problem> (“**Website**”) and register by entering the information requested on the registration form, which may include without limitation: your first and last name (initials are not permitted), valid email address, complete mailing address (P.O. Boxes are not permitted), date of birth, telephone number and affirmation that he/she has read and agrees to be bound by these Official Rules. Then, follow the on-screen prompts to answer the Contest entry question “How did the passport delay affect your travel this year?” (“**Question**”). Upon submission of the registration form and Questions, you will receive one (1) entry into the Contest (“**Entry**”).

Limit of one (1) Entry per person during the entire Entry Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant’s Entries and that entrant may be disqualified. Use of any automated system or artificial intelligence to participate is prohibited and will result in disqualification.

By submitting an Entry, you agree that your submission is gratuitous and made without restriction and will not place Sponsor under any obligation. Sponsor reserves the right to, and may or may not, monitor Entries. Each participant will indemnify and hold harmless, Sponsor and Contest Parties from any claims to the contrary.

You agree that Contest Parties are not responsible for any unauthorized use of Entries by third parties. You further agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks without the express consent of Sponsor in each instance. Doing so may result in the forfeiture of your Entry.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties, or contains elements not owned by you (such as, but not limited to, company names) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

REQUIREMENTS OF CONTEST ENTRIES: Sponsor, in its sole discretion, may disqualify any Entry if the Entry does not adhere to all Entry requirements described herein (including the below requirements) and reserves the right to remove any such Entries. Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Limit of 280 characters per Question response;
- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted Contest Entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

ENTRIES POSTED TO ANY OF SPONSOR'S WEB SITES OR SOCIAL MEDIA SITES (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the Sweepstakes entry requirements set forth herein in its reasonable discretion.

- 4. OWNERSHIP OF ENTRIES:** By submitting an Entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up, and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and translate your Entry,

including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Sweepstakes and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

5. JUDGING: During the Judging Period, a panel of qualified judges, selected by the Sponsor in its sole discretion, will score each Entry up to the maximum number of points allowed. Judging will be based on the following criteria:

- Thorough/Detailed Answer – 25%
- Impact from Passport Delay – 75%

Entries that do not contain all required information or are considered inappropriate for any reason are not eligible. Ineligible Entries will not be judged. The twenty-two (22) Entries with the highest scores from the Judges will each be deemed a potential winner. In the event of a tie between 2 or more Entries, the tie will be broken by comparing the scores for Thorough/Detailed Answer. If a tie remains, the tie will be broken by comparing the scores for Impact from Passport Delay. In the unlikely event that a tie still remains, an additional "tie-breaking" judge be brought in to evaluate the tied Entries, based on the Judging Criteria above. Sponsor reserves the right not to award all prizes or to choose fewer than twenty-two (22) potential winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

6. WINNER NOTIFICATION: The potential prize winners will be notified via email (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the Judging Period. The Contest Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. As part of the winner notification process, a potential winner may be required to complete and submit a prize redemption form ("Redemption Form") within five (5) days of notification as a condition of receiving a prize. P.O. Boxes are not permitted. If any potential winner fails or refuses to sign and return such Redemption Form within the required time period or if the Redemption Form is returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner, potential winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award to an alternate winner. The Contest Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

A potential winner becomes a "Winner" only after verification of eligibility by Sponsor. If a potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit the applicable prize and an alternate winner may be selected from among all remaining non-winning Entries based on Judges' scores. No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winners of the advertised number of prizes may be selected by judging the Entries of all persons making purportedly valid claims for such prize. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances. The Contest Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

7. PRIZES/PRIZE RESTRICTIONS: Twenty-two (22) prizes will be awarded in the Contest. Each "Prize" consists of a \$250 Frontier Airlines digital voucher. The approximate retail value ("ARV") of each Prize is \$250. Voucher expires 12/31/2024. FRONTIER AIRLINES VOUCHER TERMS: All travel is valid only on Frontier Airlines flights operated by Frontier Airlines and does not qualify

for frequent flyer mileage. This voucher has no cash value and may not be sold, bartered, or traded. Lost, stolen or otherwise destroyed vouchers will not be replaced. Only the original voucher is acceptable. Reprint and reproduction of this voucher is prohibited. Tickets purchased with this voucher, and once issued, are non-transferable, non-refundable and may not be re-sold. Photo IDs will be verified upon check in. This voucher is not refundable. Applicable fees will be incurred based on the fare type selected and services requested including bag fees, seat assignments and change fees to any reservation changed after ticketing. You can use this voucher to purchase Frontier Airlines airfare and associated taxes. Vouchers cannot be used to pay for Discount Den memberships or GoWild! All-You-Can-Fly Passes. This voucher is one time use only and the voucher value will be applied to the total price of the airline ticket(s) in any one transaction. Only one voucher can be applied toward one transaction and cannot be used in conjunction with other coupons, promotions, Frontier Airlines gift cards or forms of payment other than a major credit card. If the ticket price is greater than the voucher value, the difference may be paid with a credit card. If the ticket price is less than the value of voucher, the voucher will not retain the value. All air travel is subject to all applicable travel and fare restrictions. All expenses and incidental travel needs, including but not limited to, security fees or taxes, or other expenses or incidentals, are the responsibility solely of winner. All travelers are subject to Sponsor's Contract of Carriage, which can be found at <https://www.flyfrontier.com/legal/contract-of-carriage/>.

The total ARV of all Prizes available in the Contest is \$5,500.

Winners must accept Prizes as stated by Sponsor or Prize may be forfeited. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a Prize with another prize of equal or greater value. Unclaimed Prizes will not be awarded.

Limit of one (1) Prize per person. All Prizes will be digitally fulfilled approximately four (4) to six (6) weeks after winner verification. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any Prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if Prize, or portion of Prize, becomes unavailable. Contest Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered Prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE CONTEST PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 8. GENERAL:** Each entrant and winner hereby expressly grants to the Contest Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winner's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including but not limited to the failure or interruption of Website or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more Prizes be awarded than those listed in Section 7. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Contest Parties and may be changed from time to time

without notice. The Contest Parties reserve the right to cancel or modify the Contest at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 9. CONDUCT:** By participating in this Contest, you agree to be bound by these Official Rules and the decisions of the Contest Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Contest Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Contest, or to be acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Contest Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. LIMITATIONS OF LIABILITY:** The Contest Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, pandemics, epidemics, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prizes from among all non-suspect, eligible Entries received for the Contest up to the time of such action.
- 11. RELEASES:** ALL PARTICIPANTS, AS A CONDITION OF PARTICIPATION IN THIS CONTEST, AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE CONTEST PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH (I) PARTICIPATION IN ANY ASPECT OF THE CONTEST, (II) THE RECEIPT, OWNERSHIP OR USE OR MISUSE OF THE PRIZE AWARDED, INCLUDING ANY TRAVEL ASSOCIATED WITH ANY PRIZE, (III) PARTICIPANT'S ENTRY OR REGISTRATION MATERIAL ON ANY RELATED WEBSITE, (IV) ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES; OR (V) FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. By participating, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you

hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Contest, or any Prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees.

- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this 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 or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the courts of the Commonwealth of Pennsylvania. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. PRIVACY:** Except as noted in these Official Rules, information collected for this Contest is used only for the purpose of Contest administration and winner notification and will not be re-used, sold or shared in any manner by the Contest Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Contest, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.discoverpuertorico.com/info/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on Prizes and any other costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winners.
- 15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by February 19, 2024 to: Discover Puerto Rico No Passport, No Problem Contest - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428.
- 16. SPONSOR:** Discover Puerto Rico, 500 Calle De La Tanca, Ochoa Building, Suite 402B, San Juan, PR 00901-1969.
- 17. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.