

TechCrunch Disrupt SF & SurfAir “Beach to Bay” Sweepstakes
Official Rules
No Purchase Required to Enter or Win

Please read these rules before entering the TechCrunch Disrupt SF & SurfAir “Beach to Bay” Sweepstakes (the “Sweepstakes”). You agree that, by submitting an entry, you will be bound by these Official Rules and you acknowledge that you satisfy all Sweepstakes eligibility requirements.

1. Eligibility: The Sweepstakes is open only to individuals who are legal residents of the 48 contiguous United States (including the District of Columbia), 21 years of age or older. Employees of AOL Inc., and Surf Air, Inc., (“Sponsors”), and their spouses, domestic partners, parents, grandparents, siblings, children and grandchildren (“immediate family members”), and Sponsors affiliates, advisors or advertising/promotion agencies (and their immediate family members) and all other companies associated with the Sweepstakes, and their respective agents, officers, and directors, and all individuals, including, but not limited to, consultants, independent contractors, so-called “temporary employees,” former employees and interns (and their immediate family members) who have, within the past six months, performed services for the Sponsors, are not eligible to enter or win the Sweepstakes. All U.S., federal, state and local laws and regulations apply. Void in Alaska, Hawaii, Puerto Rico and where prohibited by law.

2. Agreement to Official Rules: Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Entry Period: The Sweepstakes begins at 10:00 am PT on August 8, 2016 and ends at 11:59 pm PT on August 26, 2016 (the “Entry Period”).

4. Entry: During the Entry Period, go to www.techcrunch.com/disruptsweeps and follow the instructions to submit your entry. Submission will result in one (1) entry. Limit one (1) entry per person. The use of any agencies or automated software to submit entries will void all entries submitted by that person.

5. Drawing: At the conclusion of the Sweepstakes Period, Sponsors will select the name of three (3) Grand Prize Winners in a random drawing of all eligible entries received during the Entry Period. The odds of being selected as a potential winner depend on the number of eligible entries received. Potential Winners will be contacted via email and asked to provide their full name, age and mailing address within a specified time period. If a potential winner does not respond within the timeframe stated in the notification email, the Sponsors may select an alternate potential winner in his/her place at random from all entries received during the Entry Period.

6. Requirements of the Potential Winner: Except where prohibited, the potential Grand Prize Winner will be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) and IRS W-9 form within a specified time period to be

determined by Sponsor. If a potential winner fails to sign and return the Affidavit/Release and W-9 form within the required time period, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Acceptance of a prize constitutes consent to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law. Limit one (1) prize per household.

Prize: Three (3) Grand Prize Winners will receive a two (2) trips to TechCrunch's Disrupt SF conference in San Francisco, taking place on September 12-14, 2016. The Grand Prize includes two (2) round-trip travel vouchers on the nation's first members-only flying club, SurfAir to San Francisco based airport to arrive no later than Sunday, September 11, 2016. Winners must depart from the nearest airport serviced by SurfAir. Return flight must be made on Thursday, September 15, 2016. Approximate Retail Value of the flights: \$7,500; (4) nights' accommodations; two (2) tickets per winner to TechCrunch's Disrupt SF conference on Sept 12-14, 2016; and round trip ground transportation in San Francisco between airport and hotel. Any other costs and expenses associated with Grand Prize acceptance and use not listed herein as part of the Grand Prize, including, without limitation, ground transportation, meals, beverages, luggage fees, and gratuities, are the sole responsibility of Grand Prize Winners. Approximate Retail Value ("ARV") of the Grand Prize package is \$7,000. Dates of trip are September 11, 2016 through September 15, 2016. Trip must be taken on dates specified by Sponsors. The Grand Prize is nontransferable, cannot be resold, and has no cash value.

Seats are subject to availability and will be booked by SurfAir. Schedules and markets are subject to change without notice. Changes to the reservations cannot be made after booked. Airline tickets are non-refundable/non-transferable and are not valid for upgrades, premium seats, or frequent flyer miles or redeemable for cash. The coach air transportation element of the Grand Prize must end at the same point as the departure. Airline tickets are subject to SurfAir's contract of carriage located at [this link](#). Grand Prize Winners are solely responsible for all airport and security taxes, federal, state, and all local taxes. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prizes will not be awarded.

Transportation to and from Winner's home and their originating airport, hotel and departing airport, meals, beverages, gratuities, rental car, incidentals, optional entertainment, departure taxes, customs and agriculture fees, and all other expenses not specifically mentioned herein are the Winner's responsibility. No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled flights (including, but not limited to, flights affected by weather, nature, or acts of god) and no refund or compensation will be made in such instance. Travel restrictions, conditions and limitations may apply. Sponsors will not replace any lost, mutilated, or stolen airline vouchers/tickets. Sponsors reserve the right to select airports and flights/routes at its sole discretion. Airline tickets are nonrefundable and nontransferable and are not valid for upgrades or frequent flyer mileage accrual. Travel must occur on the dates specified above.

Travel and accommodations are subject to availability. Grand Prize Winners are responsible for obtaining all required travel documents prior to travel. The Grand Prize Winners are responsible for obtaining travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Specifics of all elements of the Grand Prize are in Sponsor's sole discretion.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsors are not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsors.

Grand Prizes are not transferable and no cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the Grand Prize or element of the Grand Prize with another prize of equal or greater value if the Grand Prize, or a portion of the Grand Prize, is not available for any reason as determined by Sponsors in Sponsor's sole discretion. Grand Prize Winner is responsible for any taxes and fees associated with receipt or use of the Grand Prize.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES, INCLUDING INCOME TAX, SALES TAX, AND ANY OTHER EXPENSES ARISING OUT OF THE RECEIPT AND USE OF THE PRIZE, ARE SOLELY THE RESPONSIBILITY OF THE WINNER AND GUEST. Any difference between the stated estimated value of a prize and its actual value will not be awarded. Winner agrees to accept prize "as is."

8. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsors may, in their sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize via random drawing from among the eligible entries received up to the time of the impairment. The Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the username or email address from which the entry is made. The authorized account holder is defined as the natural person who is assigned to a username or e-mail address by an Internet access provider, online service provider, or other organization.

9. Release and Limitations of Liability: By participating in the Sweepstakes, entrants agree to release, defend, indemnify, and hold harmless the Sponsors, Facebook, Twitter, Pinterest and each of their affiliates from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Sponsor's liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sponsors be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRIZES AND ALL ELEMENTS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SPONSORS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

10. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Virginia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

11. Sweepstakes Results: To request the name of the winner, send a self-addressed stamped envelope to Beach to Bay Sweepstakes Winner, c/o TechCrunch, 410 Townsend St., Suite 100, San Francisco, CA 94107. Requests must be received by September 30, 2016.

12. Sponsors: AOL Inc., at 410 Townsend St, Ste 100, San Francisco, CA 94107 and Surf Air, Inc., at 1408 3rd Street Promenade, Santa Monica, CA 90401