

Vdara Hotel & Spa at ARIA Las Vegas Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Sweepstakes will begin at 12:01 am Eastern Time ("ET") on October 1, 2014 and end at 11:59 pm ET on November 30, 2014 ("Sweepstakes Period"). Sweepstakes is sponsored by In-Flight Media Associates, Inc., (the "Sponsor") with prizes provided by Vdara Hotel & Spa, part of MGM Resorts International, Inc. ("MGM") (the "Prize Provider").

Eligibility: Sweepstakes is open to all legal residents of the fifty (50) United States, including D.C., 21 years of age or older, as of October 1, 2014. Employees, officers and directors of the Sponsor, Vdara Hotel & Spa, MGM Resorts International, and DDC Marketing, Inc. (including immediate family members and members of the same household), affiliated companies, subsidiaries, agents, advertising and promotion agencies and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also not eligible to participate. All federal, state and local laws and regulations apply. Void where prohibited.

How To Enter: During the Sweepstakes Period, participants can visit www.vdara.com/virgin and follow the entry instructions. They may also access the sweepstakes by visiting www.in-flightmedia.com/sweepstakes and clicking on the sweepstakes link and following the entry instructions. Participants will be asked to provide their first name, last name, mailing address, city, state, zip code, telephone number, and e-mail address. They must complete all information requested in the information fields. Once submitted, an Online Entry cannot be deleted, canceled or modified. Participant automatically will receive one (1) entry into the Sweepstakes.

Limit one entry per person, per email address during the Sweepstakes Period. In the event of a dispute as to Online Entries submitted by multiple individuals using the same e-mail account, subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. An entrant may be required to show proof of being the authorized account holder.

Drawing, Notification and Odds: The potential Grand Prize Winner will be selected, from among all eligible entries received, in a random drawing conducted on or about December 3, 2014 by DDC Marketing, Inc. (the "Administrator") an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning will depend on the total number of eligible entries received. Potential winner will be notified by both email and telephone.

Grand Prize: One (1) Grand Prize consists of a Las Vegas vacation package that includes hotel accommodations for a two (2) night consecutive stay in a one-bedroom penthouse (double occupancy) at the Vdara Hotel & Spa in Las Vegas, a \$75 credit at Market Café Vdara, a \$50

daily drink credit at Bar Vdara (for two days), a \$300 ESPA at Vdara Credit, two (2) tickets to Zarkana™ by Cirque du Soleil® at the ARIA Resort & Casino, and limo transportation to and from Las Vegas airport. Approximate Retail Value (ARV) of Grand Prize is \$1,375.

This prize package is only valid for stays Sunday through Thursday and is subject to availability and blackout dates. Subject to the limitations herein, Vdara Hotel & Spa will use reasonable efforts to accommodate requested dates. All expenses incurred by the Grand Prize winner and guest beyond what is detailed in the Grand Prize listed above are the winner's responsibility and not the responsibility of Vdara Hotel & Spa. This includes (but is not limited to) taxes, gratuities, in-room mini-bar charges, purchases of gifts or novelty items, etc. Winner will be required to present a valid major credit card or cash deposit for incidentals upon check-in at the hotel along with original Grand Prize letter that will be provided. Zarkana show ticket reservations must be made at least 15 days in advance and are final. Reservations are subject to availability and are not valid during special events or blackout dates. Show schedule is subject to change without notice. Show time, seating level and other details regarding show shall be determined in the sole discretion of Sponsor and/or Prize Provider. No substitutions, cash equivalents, or transfer of any part is permitted. Tickets are not for resale. Cirque du Soleil and/or ARIA Resort & Casino and their agents are not responsible for replacing lost or stolen tickets and/or vouchers. The entire Grand Prize must be used during the same hotel stay and any remaining value will not carry over to another reservation. Airfare and any other transportation to Las Vegas are not included. Credit is non-transferable, not redeemable for cash and no cash will be returned for unused balance of dining credit. Grand Prize is not applicable with groups, conventions or in combination with any other special offers. Sweepstake entry consists of acceptance of these terms and conditions. Grand Prize Las Vegas Vacation package must be used by November 30, 2016.

Prize Conditions: Grand Prize winner is solely responsible for all applicable federal, state, and local taxes and/or any other fees/costs associated with the receipt and use of this prize. Grand Prize winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited) and returned within 14 days of written notification, by fax and mail or prize may be forfeited. All taxes, if applicable, are the sole responsibility of the winner. In the event of noncompliance with the Official Rules, if a winner cannot be reached at the address/phone number on winner's entry within 5 days of the first attempt, or if the prize or prize notification is returned as unclaimed or undeliverable, an alternate winner will be selected. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited by law or Sponsor's Privacy Policy) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation.

Internet Limitations of Liability: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Released Parties 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, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Use of Data: Sponsor will be collecting personal data about entrants including phone numbers and email addresses in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <http://in-flightmedia.com/terms-of-use/>. Sponsor will share this information with the Released Parties. By participating in the Promotion and providing this information, entrants hereby agree to both the Sponsor's and Prize Provider's collection and usage of their personal information and acknowledge that they have read and accepted both parties' Privacy Policies. Prize Provider Privacy Policy is (available at <http://www.mgmresorts.com/privacy.htm>). Entrants also hereby agree to such sharing with and use by the Released Parties.

Terms & Conditions: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless the Sponsor and the Released Parties, and each of their respective parent companies, subsidiaries, affiliates, retailers, distributors and advertising and promotion agencies, and prize suppliers, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the sweepstakes or these

Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

Disputes: By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes but in no event include 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, and any and all rights to have damages multiplied or otherwise increased. All dispute resolution shall be made by the Sponsor in their sole discretion. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be determined by the Sponsor in its sole and absolute discretion. These rules shall be governed by, and construed in accordance with the laws of the state of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of California. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the state of California, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Sweepstakes prize set forth above represents Sponsor's determinations of the ARV in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the states ARV, the difference will not be awarded in cash.

Copies of Official Rules and Winner List: To request copies of these Official Rules or confirmation of the name and address of the winner, please send a self-addressed, stamped business size envelope, by December 1, 2014, to: DDC "Vdara Hotel & Spa ARIA Las Vegas Fall Sweepstakes" 215 Croydon Rd., Rochester, NY 14610.

Sponsor: In-Flight Media Associates, Inc., 1646 North Coast Highway 101, Encinitas, CA 92024