2019 ANA NATIONAL CHERRY BLOSSOM FESTIVAL GIVEAWAY Official Rules

VOID WHERE PROHIBITED. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. If you participate in the 2019 ANA National Cherry Blossom Festival ("Giveaway") with a computer or a smart phone, message and data rates may apply; you should contact your Internet and wireless providers for pricing details.

This Giveaway is sponsored by the National Cherry Blossom Festival, Inc., 1275 K Street, NW, Suite 1000, Washington, DC 20005 ("we" or "us"). The Giveaway prize is provided by All Nippon Airways ("ANA").

By participating in the Giveaway, you agree to comply with these Official Rules. We will not consider any entry that does not comply with these Official Rules.

- 1. **Eligibility**: To enter the Giveaway, you must be at least twenty-one years old and a United States resident. You may not enter if you: a) reside Tennessee; b) are an NCBF or ANA employee, officer or director; c) work for an NCBF or ANA advertising agency or legal advisor; or d) are in immediate family or living in the same household as the persons in b) and c) above.
- 2. **Giveaway Period**: The Giveaway begins on October 25, 2018 at 12:01 am EDT and ends at 11:59 pm EDT on April 16, 2019 ("Entry Period").
- 3. How to Enter: You may enter the Giveaway by:
 - Going to https://travelblossomshere.shortstack.com/MwGgMp ("Entry Site").
 - Entering the information into the required fields. You must include all the required information to be a valid entry ("Entry").
 - Clicking "submit."

We will consider your Entry only if you submit it <u>and</u> we receive it during the Entry Period. Once you submit your Entry, you may not delete, cancel or modify that Entry.

By entering the Giveaway, you represent and warrant that you are eligible and that your Entry contains accurate information.

- 4. **Number of Entries**. You may submit one Entry to the Giveaway but you may submit additional Entries: 1) for each friend who enters the Giveaway and uses your unique referral link; or 2) if you opt-in to receive emails from ANA, as detailed on the Entry Site.
- 5. **Winner Selection and Notification**. We will select, at random, one winner from eligible Entries. Your odds of winning depend on the total number of eligible Entries that we receive. The random selection is final and we will not entertain any correspondence about that selection.

If your Entry wins, we will, on or before April 19, 2019, notify you by email ("Award Letter"). We are not responsible or liable for late, lost, misdirected, or unsuccessful efforts to notify you if you win.

If you win, you will be required to sign and return a publicity consent and release before we can provide you with the prize. The consent and release, when signed, will allow us, without additional compensation, to use your name, voice or likeness irrevocably, perpetually and worldwide for any purpose and in any media (known or later developed), and to release your name to anyone requesting information about the Giveaway winner. If you do not claim the prize or fail to return to us a signed publicity consent and release within five calendar days of the Award Letter, we may award the prize to another person.

6. **Prize and Taxes**. We will award only one prize, consisting of a voucher ("Prize") redeemable for two U.S. - Japan round trip ANA airfare tickets, one for you and one for your guest ("Guest"), subject to the

"Ticket and Travel" rules listed below. The approximate retail value ("ARV") of the Prize will vary based on the ANA U.S. gateway airport and airfare fluctuations but is approximately \$1,000 to \$4,000 per ticket. The Prize winner will be notified of the ARV at the time of ticketing. We will not offer an alternative prize, cash equivalent or other substitute prize. If you win, you may not direct us to give anyone else the Prize. You must pay all applicable taxes related to accepting the Prize. Once your reservations are made, you must complete an IRS Form W-9 and send the form or forms, no later than two weeks before your intended departure date, to:

ALL NIPPON AIRWAYS CO., LTD 1201 F Street, NW, Suite 425 Washington, DC 20004 Attn: ANA Washington DC Sales Office

Email: was.sales@fly-ANA.com

If your Guest files taxes separately from you, your Guest must also complete a W-9 and send it, at the same time, to the above address.

The Internal Revenue Service requires ANA to issue and file with the IRS Form 1099-MISC for each recipient of a prize whose value is at least \$600. ANA will issue to you and your Guest, in the year following the Prize award, a 1099-MISC form based on the value of the Prize award.

7. **Ticket and Travel**. If you win the Prize:

- You must contact the ANA office designated in the Award Letter within four weeks of your receipt of the Award Letter to book the tickets ("Tickets").
- You must book your Tickets at least 14 days prior to departure.
- Your departure may be as soon as May 15, 2019 and your travel must be completed by April 30, 2020. Travel dates are subject to availability and holiday/blackout dates, at the sole discretion of ANA.
- You must: 1) stay in Japan at least three days and no more than one month; 2) travel together with your Guest on all flights; and 3) not transfer the Tickets to anyone.
- You and your Guest must: 1) comply with all required visa, immigration and customs requirements
 for travel to and from Japan; 2) pay all expenses, taxes and fees associated with your tickets,
 including but not limited to departure taxes, inspection fees, airport taxes, luggage fees, and
 currency transaction fees; and 3) pay all costs associated with your trip, including but not limited to
 transportation, hotels and food.
- The Tickets are non-refundable, non-transferable, non-changeable once issued, and may not be used in conjunction with any other competition or offer. Upgrades and mileage credit are not permitted and Tickets have no cash value other than fees paid once ticketed. No refunds or credit changes are allowed. If the Tickets are lost, stolen or expire prior to use (unless restricted by law), they will not be replaced. Credit for previous purchases is not permitted. The Tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes.
- 8. **Privacy**. We collect, store and use information collected from the Giveaway in accordance with our Privacy Policy which you may read at http://www.nationalcherryblossomfestival.org/privacy-policy/. We are not responsible for the privacy policies of ANA, which you may read at https://www.ana.co.jp/wws/privacy/e/ana.html.

9. General Terms and Conditions.

You understand and agree that we, our agents and representatives, and entities associated with the Giveaway are not responsible or liable for:

Late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible Entries;

- Electronic, hardware or software program, network, internet, or computer malfunctions, failures, or difficulties of any kind;
- Failed, incomplete, garbled, or delayed computer transmissions;
- Any condition caused by events beyond our control; or
- Any printing or typographical errors in any materials associated with the Giveaway.

We may, in our sole discretion, suspend or cancel Giveaway at any time if a computer virus, bug, or other technical problem corrupts the administration, security or proper play of the Giveaway.

These Official Rules are governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions.

By participating in the Giveaway, you will:

- Indemnify and defend us and ANA, and our respective shareholders, agents and representatives, and entities associated with the Giveaway to the extent permitted by law from any and all losses, damages or claims arising from or related to third party claims related to your Entry; and
- Agree that any and all disputes that cannot be resolved between the parties, and causes of action
 arising out of or connected with this Giveaway, will be resolved individually, without resort to any
 form of class action, exclusively before a court located in your state having jurisdiction. In any such
 dispute, neither party may seek or be liable for incidental or consequential damages. You also
 waive all rights to have damages multiplied or increased.

We may modify these Official Rules at any time without notice. We may cancel, suspend or change the Giveaway or any element of the Giveaway for any reason.

To obtain the name of the Giveaway winner, send a stamped, self-addressed envelope to Winner List, 2019 ANA National Cherry Blossom Festival Giveaway, 1275 K Street, NW, Suite 1000, Washington, DC 20005.