



THE SKYHOUR ICELAND GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

PRIZE AMENDED ON APRIL 18, 2018*

PROMOTION PERIOD: The Skyhour "Iceland Giveaway" ("the Promotion") begins at 12:00:01 p.m. Eastern Standard Time ("EST") on April 17, 2018 and ends at 11:59:59 p.m. EST on April 22, 2018 (the "Promotion Period.")

ELIGIBILITY: The Promotion is open to legal residents 18+ years and older that reside in one of the fifty (50) United States and the District of Columbia and excludes residents of Puerto Rico and other U.S. territories and possessions. Employees, officers and directors of Skyhour, Inc., ("Sponsor"); Eric Rubens ("Social Influencer") and its parents, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies and manufacturers and distributors of promotion materials (collectively the "Released Parties"), and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter the Promotion. The Promotion is subject to all applicable federal, state and local laws. The Promotion is void in Puerto Rico and other U.S. territories and possessions and where prohibited, taxed or otherwise restricted by law. This Promotion is in no way sponsored, endorsed or administrated by or associated with Instagram. By submitting an Entry, you understand that you are submitting your information to Sponsor. By entering the Promotion, each entrant waives, discharges and releases Instagram from any and all liability associated with the Promotion. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor and not to Instagram.

HOW TO ENTER: During the Promotion Period to enter you must: Log into your Instagram mobile application, (i) follow @skyhour & @erubes1, (ii) sign up for a free Skyhour account; (iii) submit in the comment section of Eric Rubens (@erubes1) post that announces the Promotion (each a "submission") where you live and how many hours you need to fly RT to Iceland (i,ii,iii) collectively defined as "Entry"). To create a Skyhour account, visit <http://skyhour.com> or download the Skyhour app on IOS for FREE, select 'sign in or join us' from the main menu and enter your email. You will then receive an email prompting you to verify your account. Once verified, you can access your Skyhour account. Following the accounts, creating a Skyhour account and submitting a comment requires a mobile device and therefore message and data rates may apply. Entries posted by a private Instagram account will not be recognized; Message and data rates may apply. Text messaging and wireless services are not available in all areas. **Limited to one entry per Skyhour account and Instagram.** All entries must be received by 11:59:59 PM EST on April 22, 2018 to be eligible. Sponsor shall be deemed the official timekeeper for all matters relating to this Promotion. Sponsor is not responsible for mechanical issues, or any other difficulties that are human or technical in nature. Sponsor is not responsible for entries that for any reason are not received by Sponsor prior to the stated deadline. By submitting an entry entrant agrees to abide by the terms of these Official Rules, the Sponsor's Privacy Policy available at <https://skyhour.com/privacy> and all Instagram Terms and Conditions available at <https://instagram.com/about/legal/privacy/before-january-19-2013/>.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.

EACH ENTRANT IS LIMITED TO ONE (1) ENTRY PER PERSON/INSTAGRAM ACCOUNT DURING THE PROMOTION PERIOD. Duplicate Entries made in excess of the stated limitation will be disqualified. By submitting an Entry, each entrant consents to receive from Sponsor an Instagram comment to the Entry and, if applicable, an email notifying such entrant that he/she is a potential prize winner.



Entries may not contain, as determined by Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Feature celebrities, public figures or animated characters;
- Promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others;
- Contains any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or
- Contains any product(s) competitive to Sponsor
- Violates any law or infringes upon the rights of any other person or company.

Sponsor reserves the right to monitor Entries prior to posting them on Sponsor's social media platforms, including but not limited to Instagram. By entering, each entrant acknowledges that his/her Entry may be posted at Sponsor's website or social media platforms, including but not limited to Instagram in Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry submitted by any entrant. **The use of an Entry by Sponsor or any Related Entity does not have any effect on the judging process or winner selection process.** Entries posted are the views/opinions of the individual entrant and do not reflect the views of Sponsor in any manner. By submitting a Entry in this Promotion, each entrant grants Sponsor and the Released Entities a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Entry or any part thereof (with or without the entrant's name and city/state), and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Related Entity, each of their respective brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the entrant, except where prohibited by law. In addition, each entrant forever waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the Entry (or any part thereof) as granted herein, or require entrant's permission to use the Entry (or any part thereof) for the purposes stated herein. By submitting your Entry, you warrant and represent that your Entry is original and was created solely by you, that the Entry does not incorporate any material owned by any third party, and that use of the Entry as described herein will not violate any law or infringe upon the rights of any third party. If, in the sole discretion of Sponsor, the Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disqualify an Entry.

DIGITAL MILLENNIUM COPYRIGHT ACT: Once a Submission is entered into the Promotion, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS A PRIZE WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

WINNER SELECTION/RANDOM DRAWING/ODDS: One (1) Winner will be selected at random by Sponsor on or about April 25, 2018 from all eligible Submissions received during entry period. Odds of winning depend on the number of eligible Submissions received during the campaign period. The random drawing will be conducted by Promotion Sponsor, whose decisions regarding all matters relating to this Promotion are final and binding.



WINNER NOTIFICATION: One (1) winner will be selected. The potential winner will be notified via direct message from Skyhour on Instagram and must respond within twenty four (24) hours of notification to verify his or her eligibility. If a potential Winner meets the eligibility criteria, he/she will be required to sign and return an Affidavit of Eligibility/Release of Liability and Publicity Form, unless prohibited by law (“Affidavit/Release”), and a Form W-9 within two (2) business days of notification attempt or prize status may be forfeited. A Potential Prize Winner may be disqualified under any of the following circumstances; **i**) if he/she cannot be reached by Sponsor within the specified time period; **ii**) if prize notification or email correspondence is returned as undeliverable; **iii**) if he/she is found to be ineligible in accordance with the Official Rules; **iv**) if he/she does not return the required Affidavit/Release or Prize Verification Form within the required time period; and/or **v**) if he/she cannot or does not comply with these Official Rules. Prize Winner will be required to supply Sponsor with his/her Social Security number for tax purposes. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for any recipient who receives a prize, if the annual aggregate value of the prize received is \$600 or more. Sponsor will issue a Form 1099-MISC to Prize Winner for the fair market value of the prize. In the event that a potential Prize winner is disqualified for any reason, Sponsor will award the Prize to an alternate potential prize winner in a random drawing from among all remaining eligible Entries received during the Promotion Period. Sponsor is not responsible for fraudulent emails or telephone calls (if any) made to entrants or potential prize winner not by Sponsor.

Potential Prize winner’s name may be announced on social media pages; however, the selected winner will not be the official Prize winner until all required documentation has been returned and eligibility has been formally verified.

ONE (1) PRIZE: one (1) winner will receive: *a maximum of twenty (20) skyhours (which will be determined based on travel from the Prize Winner’s residence to the specified destination noted on their entry). The ARV of the Prize will not exceed \$1,200. Skyhours will be deposited into Prize Winner’s Skyhour account within five (5) business days of Prize Winner confirmation and/or verification of Skyhour membership.

PRIZE CONDITIONS: All Prize details shall be determined in the sole and absolute discretion of Sponsor. Winner is fully responsible for any and all applicable federal, state, territory, and local taxes (including income and withholding taxes. Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor’s sole and absolute discretion. Skyhours are subject to the Skyhour terms and conditions: <https://skyhour.com/terms>

GENERAL PRIZE RESTRICTIONS: The specifics of all elements of the Prize stated herein shall be solely determined by Sponsor. Prize may not be substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of comparable or greater value in Sponsor’s sole and absolute discretion. Any portion of a prize not used by Prize Winner is forfeited and no cash substitute will be offered or permitted. Prizes being offered are provided “as is” with no warranty or guarantee either express or implied by Sponsor. The Sponsor has not made, and will not be responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Prize Winner assumes sole responsibility for all costs associated with any elements of the prize not explicitly included as part of prize description, including without limitation, all applicable federal, state, and local taxes (if any) or trip insurance, air and/or ground transportation, hotel accommodations, travel upgrades, meals, beverages, gratuities, sightseeing or other excursions, souvenirs, personal incidentals, and any other expenses not specified as a part of the prize stated herein. Prize Winner is solely responsible for obtaining all necessary travel documents (valid government issued photo identification and/or valid U.S. Passport as applicable to travel, if applicable) prior to travel and the associated costs for these and any other requirements. No transfer or cash equivalent of any prize is allowed except as otherwise set forth herein or at Sponsor’s sole discretion. Prize may not be transferred by any other means, including but not limited to sale, barter, or trade on auction websites. Travel is subject to availability and blackout dates and restrictions may apply. Any portion of a Prize not used by a Prize Winner is forfeited and no cash substitutions will be offered or permitted.

WAIVER OF LIABILITY AND RELEASE: By participating in the Promotion and submitting an Entry, each entrant waives, discharges and fully releases Sponsor and the Related Entities from any and all liability, injury, damage or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in



the Promotion or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. By receipt of the Prize, Prize Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize (including any travel or activity related thereto.)

PUBLICITY: Except where prohibited, by acceptance of a prize, Prize Winner grants to the Released Parties the right to publicize his/her name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information in any and all media now known or hereafter devised, for advertising, trade and other purposes, throughout the world, in perpetuity, in any manner, without limitation and without additional compensation, consideration, notification or permission, unless prohibited by law.

LIMITATIONS OF LIABILITY: Released Parties are not responsible for late, incomplete, inaccurate, stolen, misdirected, lost, damaged, garbled, delayed, incomplete or garbled Entries or email; for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines; or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, the announcement of the prizes, functionality of the website or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion. Persons who tamper with or abuse any aspect of the Promotion or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor and/or the Released Parties, or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by the Sponsor, and their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Promotion and to resolve all disputes in its sole discretion. Notwithstanding anything in these Official Rules to the contrary, Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty.

GENERAL CONDITIONS: Sponsor reserves the right, in its sole discretion, to cancel or suspend the Promotion (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Promotion (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the prize winners and award the prizes by way of a random drawing from among all non-suspect, eligible Entries received up to the time of such cancellation or in another manner otherwise deemed fair and appropriate by Sponsor.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE OR TO UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of dispute as to the identity or eligibility of any prize winner based on the account, the winning Entry will be declared made by the "Authorized Account Holder" of the account used to submit the Entry provided he/she is eligible according to these Official Rules. A potential prize winner may be asked to provide Sponsor with proof that he/she is the Authorized Account Holder of the account. If a dispute cannot be resolved, the Entry will be



deemed ineligible. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

DISPUTES: By entering the Promotion, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, 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 Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of New York 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 New York. Any legal proceedings arising out of this Promotion or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, County of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these 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 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.

USE OF INFORMATION: The information that you provide in connection with the Promotion may be used by Sponsor in accordance with its Privacy Policy, which is found at <https://skyhour.com/privacy> and which may be updated from time to time without notice.

LIST OF WINNERS: To obtain a list of winners, send a self-addressed, stamped envelope by December 31, 2018 to: Skyhour, WeWork 245 Broadway, New York, NY 10012.

SPONSOR: Skyhour, WeWork 245 Broadway, New York, NY 10012