

Official Sweepstakes Rules

**The Final Countdown**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING**

**1. DESCRIPTION:** "The Final Countdown" ("Sweepstakes") begins on November 12, 2013 at 12:01 a.m. ET and ends on November 25, 2013 11:59 p.m. ET (collectively, "Sweepstakes Period"). The administrator of this Sweepstakes is UrbanDaddy, Inc. ("Administrator") and the Sponsor of this Sweepstakes is UrbanDaddy, Inc. ("Sponsor") (and together, the "Sweepstakes Entities")\*\*\*.

**2. HOW TO ENTER:** During the Sweepstakes Period, visit [thefinalcountdown.urbandaddy.com](http://thefinalcountdown.urbandaddy.com) (the "Website") and follow the links and instructions to complete and submit the registration. Registration is free. With your registration, you automatically will receive one (1) single-use discount code for a 10% discount on a Virgin America flight. Limit: 10% discount codes available to the first 50,000 entrants only. If during your one-time registration, you use the "invite friends" function on the Website to list the email address(es) of one or more friends, instead of a 10% discount code you automatically will receive one (1) single-use discount code for a 20% discount on a Virgin America flight. Limit: 20% discount codes available to the first 50,000 entrants who have invited one (1) or more friends only. Limit on all Virgin America, Inc. discount codes: one code per person per discount-type regardless of number of entries; Non-refundable Main Cabin fares only; excludes refundable Main Cabin, Main Cabin Select, Instant Upgrade to MCS and First Class; travel must occur between January 11, 2014 and March 6, 2014; excludes travel on Fridays and Sundays; excludes 1/17/14, 1/18/14, 1/19/14, 1/20/14 and 2/14/14, 2/15/14, 2/16/14 and 2/17/14; no advance purchase; cannot be combined with other offers or promotions; discount codes valid for booking travel starting October 29, 2013 at 12:00AM and expire on November 26, 2013 at 11:59PM. See additional restrictions and terms on discount codes below.\*\*

You automatically will receive one (1) entry into the Sweepstakes when you register during the Sweepstakes Period. Limit: one (1) registration per person and per email address. 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 and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and if detected will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

Proof of transmission or emailing will not be deemed to be proof of receipt by Sponsor and Sponsor will not verify receipt of entries. Entries delayed past the applicable receipt deadline will not be accepted. Sweepstakes entries become the property of Sponsor. No mechanically

reproduced or computer-generated requests other than email allowed. Sponsor's computer is the official time keeping device for the Sweepstakes. A "day" is defined by Eastern Time. Sponsor is will make the sole and undisputed determination of the order of entries.

**3. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the forty eight (48) contiguous United States and the District of Columbia who have reached the age of majority in their respective state of residence. Void in Alaska, Hawaii, and where prohibited. All federal, state, and local laws & regulations apply. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the Start Date, held employment with or performed services for Employees of UrbanDaddy, Inc., Virgin America, Inc., Morgans Hotel Group, and VEVO LLC or any of their respective distributors, retailers, or advertising or promotion agencies involved in the creation or administration of the Sweepstakes are not eligible to enter or win. Immediate family and household members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. WINNER SELECTION AND NOTIFICATION:** One (1) grand prize winner shall be selected, on or about November 29, 2013, in a random drawing conducted by the Sweepstakes Administrator from all eligible entries. Winner shall be notified by telephone, email and/or overnight mail on or after Winner Selection Date. Selected Winner shall be required to respond (as directed) to the notification within 7 days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and selection of an alternate winner. Prize winner may be required to verify address and to execute before a notary public and return within seven (7) days an affidavit of eligibility and liability/publicity release covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. Prize shall not be awarded until all such properly executed and notarized forms are returned.

**5. PRIZES:**

ONE (1) GRAND PRIZE: Prize consists of the following for Winner and one (1) guest: (a) One (1) Superior Room for three (3) consecutive nights at Hudson Hotel for two (ARV: \$1,497 plus tax) (2) during New Year's Eve 2013 weekend; (b) one (1) \$100 credit to Hudson Common; (c) one (1) Round Trip Virgin America, Inc. Main Cabin Flight from West Coast to JFK for two (2) at a maximum of \$1,676 per Round Trip ticket (minus taxes/fees); (d) \$1000 for a music-filled curated New Year's Eve in New York City for two (2), including dinner on New Year's Eve (\$250 total), nightlife on New Year's Eve (\$600 total) and brunch the following day (\$150 total). Curated list of restaurants and nightlife locations developed by an UrbanDaddy editor and to be selected at the discretion of the sponsor.

No alcohol is included in any aspect of the above prizing. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport

fees, service charges or facility charges, personal charges at lodging, security fees, taxes, tips or other expenses are the responsibility solely of winner. Major credit card may be required at hotel check in to cover any incidental expenses. Approximate Retail Value: [\$5,949.00]; actual value may vary depending on number of travelers and departure city and date; any difference between actual and stated value will not be awarded. All prize components must be used on same trip and winner and guest must travel on the same itinerary. Trip must be completed by January 2, 2014. Winner must fly to New York from a Virgin hub on the west coast. If winner cannot fly from the West Coast, winner will instead receive two (2) Virgin Round Trip Main Cabin Domestic flights valid for one (1) year at a maximum of \$1,676 per Round Trip ticket (minus taxes/fees). Blackout Dates include, 11/26/13, 11/27/13, 11/30/13, 12/1/13, 12/20/13, 12/21/13, 12/27/13, 12/28/13, 1/2/14-1/6/14, 1/16/14-1/20/14, 2/13/14-2/17/14, 3/14/14-3/23/14, 4/18/14-4/21/14, 5/2/14-5/5/14, 5/23/14-5/26/14, 7/3/14-7/7/14, 8/29/14-9/2/14, 10/10/14-10/13/14, 11/7/14-11/11/14. Round Trip flights for two (2) not to exceed \$3,352 total, and must be booked through Virginamerica.com. Winner and any guest are responsible for having all necessary identification and other documents necessary. All travel and accommodations are subject to availability, some restrictions may apply. Cannot be combined with other packages or offers. Hotel Check-in is at 3:00 pm on December 30<sup>th</sup>, 2013 and Check-out is at 12:00 pm on January 2<sup>st</sup>, 2014. All food and beverage charges at Hudson Common must be charged to room to receive credit. Winner and his/her guest (if any) must execute liability/publicity releases prior to receipt of the prize. Winner and Guest must be twenty-one (21) years of age or older. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

**6. ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received. Sweepstakes is open to over 100 million Internet users in the United States.

**7. CONDITIONS OF PARTICIPATION/INDEMNIFICATION:** By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the Administrator, which shall be final in all respects. Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrants agree that the Sweepstakes Entities and Virgin America, Inc., Morgans Hotel Group, and VEVO LLC: and their respective parent, subsidiaries and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, or demands, of any kind whatsoever for injuries, damages or losses to persons or property arising in any manner, directly or indirectly, arising from or relating to this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of any prize. Each entrant, including each prize winner, by participating in the Sweepstakes, agrees to fully indemnify each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in

perpetuity, or on a winner's list, if applicable, without further notice or compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives.

8. **RELEASE:** Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Sponsor, Virgin America, Inc., Morgans Hotel Group and VEVO LLC, as well as their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, employees, officers, directors agents and prize suppliers, ("Released Parties"), from any and all actions, suits, damages, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, claims and demands whatsoever, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize, including any travel related activities.

9. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, in which case sponsor will award prizes among all eligible entries unaffected by the problem. Sponsor reserves the right, in its 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 any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages 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 issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. PRIVACY POLICY:** Any personal information supplied by you to Sponsor shall be subject to its privacy policy posted at <http://www.urbandaddy.com/privacypolicy>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for purposes of administering and conducting the Sweepstakes.

**12. ADMINISTRATOR:** UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003.

**13. SPONSOR:** UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003.

**14. WINNER LIST:** For the name of the Winner(s), available after December 15, 2013, send a stamped, self-addressed envelope to: The Final Countdown Winner, c/o UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003 by November 18, 2013.

**\*\*Virgin America, Inc. Discount Code Terms and Conditions**

This offer ends at 11:59pm PT on November 26, 2013. This offer is valid only for nonstop or connecting travel; offer is not valid for any multi-city itineraries. One time use promo code is valid for non-refundable Main Cabin tickets only. Travel must occur between January 11, 2014 and March 6, 2014. Discount is not valid for travel on Fridays or Sundays. Additional blackout dates are 1/17/14-1/20/14 and 2/14/14-2/17/14. Promo code may be used only towards newly booked travel and may not be applied to prior bookings. Promo code discount will be deducted off of base fare. Base fares do not include Passenger Facility Charges of up to \$9 each way, September 11th Security Fees of up to \$5 each way and a Federal Segment Tax of \$3.90 per domestic segment. A segment is a takeoff and landing. For service to/from Mexico, base fares do not include the U.S. Immigration User Fee of \$7, the U.S. APHIS fee of \$5, the U.S. Customs processing fee of \$5.50, a U.S. International Arrival/Departure Tax of \$17.20 each way and additional taxes/fees of up to \$70, including: Mexico International Departure Tax and Mexico Tourism Tax. Promo code may not be redeemed for cash. Promo code may only be used for bookings made on virginamerica.com and is only valid on itineraries of 2 or less guests. Offer is not transferable and cannot be combined with any other offers. Seats are limited, subject to availability, and may not be available on all flights. If travel is changed or cancelled, promo code

discount will become invalid. Changes or cancellations can be made for a \$100 fee per guest through all channels, plus any increase in fare, if applicable. Tickets purchased through Virgin America, Inc.'s reservation call center will cost an additional \$20 per itinerary guest; this amount is non refundable if travel is changed or cancelled. Fares will not be honored retroactively or in exchange for any wholly or partially used ticket. Fares, routes, fees and schedules are subject to change without notice. For non-refundable Main Cabin, Virgin America, Inc. will accept one (1) piece of checked baggage up to 50 pounds for \$25 for each ticketed. The fee per guest for each additional checked bag up to 50 pounds from the second (2) to the tenth (10) is \$25. Additional fees apply to baggage exceeding these weight limitations, and other baggage restrictions may apply.

\*\*\*"Hudson is a trademark of Morgans Group LLC or its affiliate and Morgans Group LLC is not a sponsor of this promotion."