

AMTRAN'S "Faces of Amtran" Contest

OFFICIAL RULES

These are the Official Rules for the AMTRAN "Faces of Amtran" Contest ("Contest"). These Official Rules are posted at www.facebook.com/AMTRANAltoonaPa. Your submission of an entry confirms that you meet the eligibility requirements and accept these Official Rules and the decisions of Altoona Metro Transit. ("Sponsor") concerning the Contest and these Official Rules.

No purchase necessary. Void where prohibited.

Eligibility and Entry. To enter, post a photo to the AMTRAN Facebook Page or comments section using the official Contest hashtag "#FacesofAmtran" on Facebook.com during the Contest Period, or use the alternative means of entry described below. Participants are encouraged but not required to post their entry photo on the wall (at www.facebook.com/AMTRANAltoonaPa). You may only submit a photo that you took. If the photo is of your friend or relative, then you must have his or her express consent to be photographed for this Contest. The photo must not include anything offensive, sexually explicit, or otherwise inappropriate. Sponsor reserves the right to remove any photo that Sponsor deems inappropriate or not consistent with the theme of the Contest, in its sole discretion.

Instead of posting a photo to enter, eligible Entrants may send a letter by U.S. Mail to the Sponsor's address provided at the bottom of these Official Rules providing the Entrant's first and last name, e-mail address, mailing address, and eligible photo. Submission of an entry online or by mail constitutes an agreement to these Official Rules and constitutes a binding contract between you and Sponsor.

To be eligible, entries must be received by Sponsor between 9:00 a.m. EDT on Wednesday, Oct. 1, 2014, and 11:59 p.m. EDT on Friday, Oct. 31, 2014 (the "Contest Period"). Sponsor is not responsible and shall not be liable for late, undelivered, or lost entries, or for mail, network or service failures. Entries that are illegible, garbled in transmission, not received or lost shall not be taken into consideration. Entries become the sole property of Sponsor.

One entry is allowed per person. In the case of multiple or incomplete entries, an entrant may be disqualified from participation at the sole discretion of Sponsor. Employees, directors, officers, and agents of Sponsor or of AMTRAN, and their immediate family or household members are not eligible to participate. The term "immediate family members" includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting partners or significant others.

Any attempt to tamper with the entry process or otherwise undermine the legitimate operation of the contest may be a violation of criminal and civil laws.

Prize and Winner – Selection and Notification

One winner (“Winner”) will be selected after the Contest Period. The Winner will be selected by the Sponsor, who will judge all eligible entries with the following criteria: Photos will be judged based on showing a happy moment/smile while riding Amtran (33.33%), your quote describing why Amtran is important to you (33.33%) and artistic merit/photo quality (33.33%). Sponsor’s assessment and selection of the winning photo will be binding and final. Winner will be selected at AMTRAN headquarters in Altoona, Pa within one week of the end of the Contest Period.

The winner shall be notified via Facebook or Email, through the account the Entrant used to submit his or her photo, or by the e-mail address provided by the Entrant if the Entrant submitted his or her photo by mail. Sponsor shall have no liability whatsoever for any problems or any deficiency concerning any address, email delivery, email site or service, computers, or networks. Likelihood of winning depends on the total number of eligible entrants. Method of entry does not impact chances of winning.

Winner will receive one (1) \$250.00 American Express gift card (ARV: \$250.00), mailed to his/her home address or available for pickup. If the potential winner declines or forfeits the Prize awarded to him or her, or is found to be ineligible, Sponsor in its sole discretion may award the prize to the Entrant who submitted the runner up photo. Winner has 24 hours to respond to notification that he or she is the winner and to provide a mailing address for sending the Prize. All costs of delivery will be incurred by the Sponsor and included in the prize.

Each Prize is awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). No substitutions or cash alternative for any Prize shall be offered and right to the Prize is non-transferable.

Taxes and Licensing Fees

Each Prize winner will be responsible for any state, federal or local taxes, or other fees or surcharges that may be levied due to the Prize.

Privacy And Use of Information/ENTRY

By submitting an entry in this Content, you consent to the use of the information and photo you submit by Sponsor for this Contest and, if the photo includes someone other than yourself, you

confirm that the person expressly consented to be photographed for this Contest and consented to use of the photograph for purposes of this Contest. Except as otherwise provided in these Official Rules, the AMTRAN Privacy Policy [http://www.AMTRAN.com/privacy_policy/] shall apply to photos and personally identifiable information collected in connection with the Contest.

The Prize Winner agrees that Sponsor shall be allowed to disclose the Prize Winner's first initial, last name, city and state in response to requests for identification of the winner.

Other Terms and Conditions

IN NO EVENT SHALL SPONSOR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, INCURRED BY ENTRANT OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE CONTEST, PRIZE OR USE OR POSSESSION OF A PRIZE, INCLUDING PERSONAL INJURY OR DEATH, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PERSONAL HARM. ENTRANTS AGREE TO INDEMNIFY AND HOLD SPONSOR AND ITS AFFILIATES HARMLESS FOR ANY CLAIMS, OF ANY TYPE, ASSERTED BY ANY PERSON WHO THE ENTRANT PHOTOGRAPHED FOR THE PHOTO SUBMISSION, AND FOR ANY CLAIMS ARISING OUT OF THE USE OF THE PHOTO IN CONNECTION WITH THIS CONTEST.

The Contest is sponsored by AMTRAN. Sponsor reserves the right in its sole discretion to modify these Official Rules and/or cancel the Contest at any time without notice.

You agree that Sponsor and its affiliates shall have no liability for unsuccessful efforts to notify any winning entrant, or for any injuries, losses, or damages by reason of your participation in the drawing or use of any Prize, or for any claim arising out of this Contest, and they assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or for any unauthorized access to any Twitter account or other service.

By accepting a Prize, the Winner agrees to release and hold harmless Sponsor, its directors, employees, officers, affiliates and agents from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning this drawing.

Sponsor reserves the right at its sole discretion to disqualify individuals who violate these Official Rules, misrepresent themselves, fail to secure the consent of any individual included in the submitted photo, submit a photo of someone who is under the age of 18 years at the time the photo is taken, submit an inappropriate photo, or provide misleading information to Sponsor. Entrants agree to be bound by the decisions of Sponsor. Participants who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, offensive, disruptive, annoying, harassing or threatening behavior is prohibited.

Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules, and Sponsor's decisions shall be final. If any provision of these Official Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor reserves the right to modify or terminate the Contest to make such other decisions regarding the administration or outcome as Sponsor deems appropriate. All decisions by Sponsor are final.

This Contest is governed by the laws of the State of Pennsylvania, and all entrants agree to personal jurisdiction and venue in the State of Pennsylvania for the resolution of all actions, litigation, claims and disputes, and agree that all actions, litigation, claims and disputes shall be brought in a court with competent jurisdiction in the State of New Jersey.

Any questions, complaints or queries shall be sent by mail to Sponsor at the following address: **AMTRAN 3301 Fifth Ave Altoona, Pennsylvania 16602**