

**NAME OF PROMOTION:** Virgin America's Awkward Vacation Photo Contest

**SPONSOR:** VIRGIN AMERICA INC., 555 Airport Blvd., Burlingame, CA 94010 U.S.A.

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

**ELIGIBILITY REQUIREMENTS:** The Promotion is open only to individuals who 1) are legal residents of the United States; 2) are sixteen (16) years of age or older at the time of entry; 3) have access to the Internet and have not purchased Internet service in order to participate in this Promotion; 4) are not employees, officers, directors, immediate family members (spouse, parent, child, sibling or their respective spouses, regardless of where they reside, or member of the same household, whether or not related) of Virgin America Inc., Awkward Family Photos, or each of their respective parent(s), affiliated companies, subsidiaries, licensees, advertising and promotion agencies (collectively, the "Sponsor"), and any and all other companies associated with the Promotion; 5) are able to travel from one of Virgin America's destinations; and 6) for the California prize, must be a legal resident of the State of California. Individuals who meet the above requirements are referred to as "Eligible Entrants." The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void outside the United States where prohibited or restricted by law, rule or regulation.

**AGREEMENT TO OFFICIAL RULES:** By participating in the Promotion or by accepting the prize(s), the entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion, and also agrees to accept any prize(s) as awarded based on availability. In addition, the entrant represents and warrants that he or she has complied with these Official Rules and Content Restrictions as applicable. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**TIMING:** The Promotion begins on September 29, 2010 at 7:00 a.m. Pacific Time ("PT") and ends on October 13, 2010 at 11:59 pm PT (the "Promotion Period"). The Promotion consists of both an entry period from September 29, 2010 at 7:00 am PDT until October 5, 2010 at 11:59pm PT (the "Entry Period") and a voting period from October 6, 2010 at 7:00am PT until October 13, 2010 at 11:59pm PT (the "Voting Period"). The Sponsor computer is the official time-keeping device for the Promotion.

**HOW TO ENTER:** During the Promotional Period, the Eligible Entrant will need to visit <http://awkwardfamilyphotos.com/contests/awkward-vacation-photo-contest/> (“Website”), complete and submit the registration fields, upload an original photo depicting an awkward vacation (your “Submission”) and click “submit” to enter for a chance to win.

The Sponsor is not responsible for entries that, for any reason, are not received, or for entries that are received, but are not decipherable for any reason.

By completing the registration and uploading your Submission, you agree that it conforms to the Content Restrictions as defined below and that the Sponsor, in its sole discretion, may remove your Photo and disqualify you from the Contest if it believes that your Submission fails to conform to the Restrictions.

**CONTENT RESTRICTIONS:**

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain brand names or trademarks;
- The entrant must own the rights or have written permission from the owner to the photo submission;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous;
- The Submission must not depict any harmful or dangerous act, nor may it depict or be the result of any activity that disturbs the peace or creates unsafe or hazardous conditions, as determined by Sponsor in its sole discretion;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created.

**FOR ALL SUBMISSIONS:**

Entrants must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, the entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, the entrant will sign any documentation that may be required for the Sponsor or its designees to make use of the non-exclusive rights the entrant is granting to use the Submission. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void. The Sponsor and the Administrator reserve the right to treat as void any Submissions that do not comply with these Official Rules and Restrictions.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules and Restrictions. 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. Each entrant may be required to show proof of being an authorized account holder.

**WINNER DETERMINATION:**

The Sponsor will collect all registration information for the Eligible Entrant submitted on or before October 5, 2010 at 11:59pm PT. The Sponsor will hand select one winner from California (the "California Winner"), accompanied by up to three (3) guests, whose photo best represents an "Awkward Family Vacation" to win seats on the celebrated Orlando Launch Party Flight and red carpet welcome reception hosted by Sir Richard Branson. (See below for prize details.)

The Sponsor will also select the top twenty (20) vacation photo submissions to be displayed at <http://awkwardfamilyphotos.com/contests/awkward-vacation-photo-contest/> on October 6, 2010 to be voted on by visitors to the Web site. The photo with the most votes as of 11:59pm PT on October 13,

2010 will be determined as the winner. The final winner, accompanied by up to three (3) guests, will be eligible to win the prize package.

Each potential winner will be required to sign an Affidavit of Eligibility, a Liability/Publicity Release within five (5) business days of notification. If the potential winner does not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, the Sponsor may disqualify the potential winner and, at the Sponsor's option, select a runner-up.

If the final winner is under the age of 18 at the time of entry, the prize will be awarded to a parent or legal guardian in trust for the minor.

**PRIZES:** Two winners will be selected.

California Prize:

One California Winner and up to three (3) of their guests will receive up to four (4) total main cabin round-trip flights from either Los Angeles or San Francisco to Orlando on October 13, 2010 as part of Virgin America's Celebrated Orlando Launch Flight Party. The California Winner and guests will also receive entrance to a red carpet welcome reception hosted by Sir Richard Branson on October 13, 2010 at Orlando International Airport and one (1) hotel room for three (3) nights (Wednesday 10/13 – Saturday 10/16).

Winner is also responsible for declaring prize value on their income and withholding taxes. All costs and expenses associated with California Prize acceptance and use not specified herein as being provided, including but not limited to ground transportation costs, meals, gratuities, and other expenses incurred by accepting or using the California Prize are the sole responsibility of California Winner. Unless otherwise noted, the California Prize is subject to the terms, conditions and restrictions of the Sponsors. The California Winner and his/her guests agree to comply with all applicable laws and regulations in connection with the Prize. Released Parties (defined below) will not be responsible for acts of third parties, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any travel or lodging in connection with the California Prize.

The California Prize is non-transferable and non-assignable, with no cash redemptions except at the Sponsor's sole and absolute discretion. The Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion

Anywhere Prize:

Anywhere Winner will receive four (4) vouchers good for four (4) main cabin round-trip tickets on Virgin America to or from any city that Virgin America flies. Limited availability, taxes, fees and the following black out dates apply: 2010: 11/24, 11/27-11/29, 12/17, 12/18, 12/23, 12/24, 12/26, 12/30; 2011: 1/3, 2/18, 2/21, 5/27, 5/30, 7/1, 7/4, 7/5, 9/2, 9/5. Vouchers are good until 10/31/11.

Anywhere Winner is fully responsible for any and all applicable international flight taxes and fees/charges. Anywhere Winner is also responsible for declaring prize value on their income and withholding taxes. All costs and expenses associated with Anywhere Prize acceptance and use not specified herein as being provided, including but not limited to ground transportation costs, meals, gratuities, hotel accommodations and other expenses incurred by accepting or using the Anywhere Prize are the sole responsibility of Winner. Unless otherwise noted, the Anywhere Prize is subject to the terms, conditions and restrictions of the Prize Sponsors. Anywhere Winner and his/her guests agree to comply with all applicable laws and regulations in connection with the Anywhere Prize. Released Parties (defined below) will not be responsible for acts of third parties, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any travel or lodging in connection with the Anywhere Prize.

The Anywhere Prize is non-transferable and non-assignable, with no cash redemptions except at the Sponsor's sole and absolute discretion. The Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion

**NOTIFICATION:** The potential California Winner will be notified by email on or around October 6, 2010 and the potential Anywhere Winner will be notified on or around October 15, 2010 to request all eligibility information, and to complete a prize affidavit, and W-9 form following determination of the Winner (the "Prize Notification"). In the event that the Prize Notification is returned as undeliverable, or the potential Winner is otherwise unreachable for any reason, the Sponsor may award to an alternate potential Winner. If any potential Winner does not respond to any such Prize Notification within two (2) days of date of issuance, a disqualification will result, and the Prize will be forfeited, at the Sponsor's sole discretion. If a California Winner is unable to travel on October 13, 2010 for the Orlando Launch

Celebration, that particular prize will be forfeited and no replacement prize will be required of the Sponsor. Time permitting, an alternate potential California Winner may be chosen from among all remaining eligible entries. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules or the return of any Prize or Prize Notification as undeliverable may result in disqualification, and Prize will be forfeited and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be chosen from among all remaining eligible entries.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Promotion and submitting an entry/entries, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against Virgin America Inc. and its respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Prize or any travel or activity related to the receipt or use of any Prize. By entering this Promotion, each entrant gives their express permission to be contacted by the Sponsor, the Prize Sponsor and/or their respective designees by telephone, e-mail and/or postal mail for Promotion purposes only. Each Winner, by acceptance of Prize, grants to the Sponsor, the Prize Sponsor, and each of their respective designees the right to publicize such Winner's name, address (city, state, and country of residence), photograph, voice, statements and/or other likeness and prize information in any media now known or hereafter devised, throughout the world, in perpetuity, without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

**GENERAL CONDITIONS:** By participating in the Promotion and submitting an entry/entries, each entrant agrees to all terms and conditions and further agrees that the Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, postage-due or garbled entries, email or mail; or 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

(such as Twitter), 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 Prize or in any Promotion-related materials, or the cancellation or postponement of any travel flight or lodging. For details regarding collection of information from Eligible Entrants, please consult the privacy policy available on the Sponsors' Web sites. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website 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 related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website 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 Sponsor's representatives 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 Sponsors, the Prize Sponsors or their respective agents. Sponsors 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 their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. Any Sponsor's or Prize Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved under applicable U.S. laws in the State of California.

This Agreement will be governed by the laws of the State of California. Any court of competent jurisdiction sitting within San Mateo County, California will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. The Sponsors will be entitled to recover their court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.

The Sponsors reserve the right, in their sole discretion, to amend, modify, 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, The Sponsors may elect to identify winners and award the prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

**ENTRANT'S PERSONAL INFORMATION:** Information collected from entrant is subject to Virgin America Inc.'s Privacy Policy <http://www.virginamerica.com/privacy-policy.html>

**CAUTION:** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS 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.

Entries generated by a script, macro or other mechanical or automated means will be disqualified.

Winner's List. For a winner's list, submit your request to [Promos@virginamerica.com](mailto:Promos@virginamerica.com).