

THE CRUISER AIRCRAFT SPORTCRUISER M-SERIES OFFER PROGRAM

TERMS AND CONDITIONS (Offer Items Available While Supplies Last)

THE FOLLOWING PROGRAM TERMS GOVERN THE PROGRAM, INCLUDING HOW DISPUTES SHALL BE HANDLED, WHICH INCLUDES YOUR AGREEMENT TO INDIVIDUAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY AND TO PURSUE A CLASS ACTION. ACCORDINGLY, PLEASE READ.

Last Updated: 06/28/2024

The Cruiser Aircraft SportCruiser M-Series Offer Program (“Program”) is offered at the sole discretion of Cruiser Aircraft USA, LLC, 1652 W 1940 S Woods Cross, UT 84087 (“Sponsor”). The Program is administered by Sponsor. **In its sole and absolute discretion, the Sponsor may change, modify or terminate any and all aspects of the Program including, without limitation, its rules, terms, conditions, offer items, or rewards, with or without notice.**

1. **PROGRAM PERIOD:** The Program begins on July 1, 2024 and continues until production numbers are filled (“Program Period”). During the Program Period, specific activities/purchase items, point values, and rewards may be added, deleted or changed to the Program at Sponsor’s discretion. Any changes will be reflected on the Program’s Website and in these Official Terms and Conditions. Sponsor’s computer is the official clock for this Program.
2. **ELIGIBILITY:** The Program is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of participation. Employees, officers, directors, representatives, and agents of Sponsor and each of its parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate. Void where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program. Continued participation in the Program will constitute acceptance of any updated Program Terms and Conditions.

3. **HOW TO PARTICIPATE:** During the Program Period, an eligible participant must sign up and join the Program as a member (“Member”). To become a Member, participant must visit cruiseraircraftusa.com (the “Website”) and follow the links and instructions to complete and submit the registration page including but not limited to: his/her full name, mailing address, email address, mobile and/or landline phone number, and, if affiliated with a flight school, the name, address, website and phone number of such school. Participant must follow the links and instructions to affirm that he/she has read and agree to be bound by these Official Terms

and Conditions. By providing his/her e-mail address, participant agrees to receive marketing emails from Sponsor. Participant may opt-out at any time. Additionally, an eligible participant must pay One Hundred Dollars (\$100) for each SportCruiser M-Series that participant desires to be able to preorder. Upon providing his/her valid credit card information, participant will be charged a one (1) time fee of One Hundred Dollars (\$100) for each SportCruiser M-Series that participant desires to be able to preorder (“Join Fee”). Accepted forms of payment include major label credit/debit cards (such as AMEX, Discover, Visa, Mastercard). Upon successful completion and verification of the registration information and payment of the Join Fee, Member will receive a place in line (an “Offer Item”) to be able to pre-order a SportCruiser M-Series. Member will receive one Offer Item per \$100 that Member paid. **Offer Items are available while supplies last. Limited quantity of Offer Items available.** Member will also receive future emails and invitations to exclusive events and other offers as part of the Program. Offer Items are subject to availability and only available while supplies last. Sponsor reserves the right to add additional Offer Items available in the Program.

Member’s place in line to be able to pre-order a SportCruiser M-Series is based on a first come, first served basis. Member will receive an e-mail communication (to the e-mail address provided upon registration) from Sponsor notifying Member when early access to pre-order will open (this will occur approximately two (2) weeks prior to pre-ordering opening to the public). Members are encouraged to immediately act upon receipt of the email before pre-order limits are reached, as determined by Sponsor in its sole discretion. Member’s participation in the Program is not a guarantee that Member will be able to order or purchase a SportCruiser M-Series. Member’s participation in the Program only provides a place in line for a pre-order and does not guarantee a SportCruiser M-Series will become available for purchase. Member’s Join Fee will NOT go toward the purchase of the SportCruiser M-Series should Member decide to purchase the aircraft. Join Fees are refundable until the first notice communicated by Sponsor that the SportCruiser M-Series becomes available for early access pre-order (pre-order date as determined by Sponsor in its sole discretion). Member shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any SportCruiser M-Series received. All other costs and expenses not expressly set forth herein shall be solely Member’s responsibility. The approximate retail value of each Offer Item is \$100.

By signing up and agreeing to these Terms and Conditions, Member is signing up for the SportCruiser M-Series marketing emails. Member may opt-out of marketing emails at any time.

The decisions of Sponsor with respect to the Program, including without limitation, with respect to any Offer Items, activities and transactions, are final and binding and non-appealable in all respects. If a participant creates multiple accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may disqualify the participant and void any or all such accounts. Sponsor reserves the right to invalidate an account if it determines that participant violated these Terms and Conditions.

4. FUTURE ACTIVITIES, OFFERS, REWARDS: Sponsor reserves the right to add activities, rewards, or other offers to the Program.
5. ACCOUNT VERIFICATION: All accounts and Join Fees are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes.

Sponsor reserves the right to void accounts from any IP address or device if suspicious activity is detected or suspected.

6. LIMITATIONS OF LIABILITY: By participating in this Program, Member agrees that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Program. Further, the Program Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant’s privacy or spam filter settings that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the participant’s participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of an Offer Item (or any component thereof); (d) any change in the available Offer Items (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (or (g) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its

sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program, in a manner it deems fair and reasonable, from among eligible participants who signed up prior to such cancellation, termination, modification or suspension without any further obligation. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Program, is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH, AND THE FORUM AND VENUE FOR ANY DISPUTE WILL BE IN DAVIS COUNTY, UTAH. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT WILL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE ONE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR WILL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR WILL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN UTAH. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DAVIS COUNTY, UTAH. THE REMEDY FOR ANY CLAIM WILL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT WILL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. MEMBERS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY MEMBER AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION WILL BE FOREVER BARRED.**

- PRIVACY: Sponsor’s Privacy Policy is available at: <https://cruiseraircraftusa.com/privacy-policy/>.**

- GENERAL CONDITIONS: You hereby waive any right to claim ambiguity in these Terms and Conditions. All federal, state and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of participant. Duplicate or non-conforming requests will not be honored or returned. Program not available to newsletters, clubs, organizations or groups. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, the Program and proceed in a manner it deems fair and reasonable. Sponsor reserves the right to disqualify any individual found, in Sponsor’s sole opinion, to be tampering with the operation of the Program; to be acting in violation of these Terms and Conditions; or to be acting in an**

unsportsmanlike manner or with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Program will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Program. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and Program details contained in program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Terms and Conditions shall prevail.

All trademarks on the Website or in any other Program promotional materials are the property of their respective owners.

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Customer service inquiries may be made at sales@cruiseraircraftusa.com.