

**Pulling for Wishes Airplane Pull
Sponsored by Republic Airways Holdings, Inc.**

INDIANAPOLIS TO NEW YORK CITY CHARTER FLIGHT RAFFLE

Official Raffle Rules

1. RAFFLE TICKET PURCHASE. The purchase price for each Raffle entry is \$25.00, or five (5) for \$100.00 Purchase is necessary to participate/win.

2. ELIGIBILITY: The Raffle is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of April 28, 2012, and who possess a valid driver's license.

3. TIMING: The Raffle drawing will be held between 11:00 a.m. and 1:00 p.m. Eastern Standard Time on April 28, 2012, at the Pulling for Wishes Airplane Pull at the Republic Airways Holdings, Inc. hangar in Indianapolis (the "Event").

4. HOW TO ENTER: No entry limit per person. Entries will be accepted between February 22, 2012, and 11:00 a.m. on the day of the Event. To enter, attend the Event and purchase in person, or receive an entry form from an Event representative in advance and submit prior to the drawing. On official entry form, all required information/fields must be fully and accurately completed or entry will be voided. Sponsor reserves the right to include an official entry form at any additional website, outlet, or other location. Refunds will not be issued.

5. PRIZE: The following prize will be awarded: one private roundtrip chartered flight from Indianapolis to New York City (the "Charter") aboard an aircraft from Sponsor's fleet seating up to 35 people of the winner's choosing, subject to the terms of these **Official Rules**. The winner shall be responsible for any expenses, fees, or costs not specifically listed herein. The prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event that a prize or part thereof cannot be awarded for any reason, in which case Sponsor will in its sole discretion award a substitute prize or part thereof of equal or greater value. Winner is solely responsible for any and all applicable federal, state, and local taxes (including where applicable sales tax) due for an awarded prize.

6. CHARTER RULES: Unless otherwise agreed to by Sponsor, the Charter must be completed by August 31, 2012, and the winner must provide Sponsor no less than thirty (30) days notice prior to winner's proposed travel dates. The proposed schedule is subject to Sponsor approval, which will not be unreasonably withheld. The return flight from New York City to Indianapolis must depart no more than 48 hours

after the Charter's scheduled arrival in New York City, unless the Company agrees otherwise. The winner must designate to Sponsor the passengers to be carried during the charter flight no later than seven (7) days prior to the scheduled departure date. No minor shall be permitted unaccompanied by either his/her parent(s) or a designated chaperone(s). Minors traveling without parents must provide Sponsor written consent from their parents no later than seven (7) days prior to the scheduled departure date to be eligible to travel aboard the Charter. The Sponsor shall have complete discretion to determine all matters relating to passengers, crew loading, load distribution, weather, and if and in what manner any flight shall be carried out, whether there shall be any deviations from specified flight plans, and where and if destination landing and/or intermediate landings shall be made. The winner and designated passengers shall comply with all laws and any applicable rules, regulations, and orders of any governmental authority or official having jurisdiction during the course of the charter flight. The Sponsor reserves the right to modify the Charter schedule due to operational necessity, or to substitute aircraft at its discretion, provided that the Company will make reasonable good faith efforts to minimize disruption of the Charter schedule, and substituted aircraft will in no event seat less than the number of passengers identified by the winner in accordance with these rules.

7. RANDOM DRAWING: On April 28, 2012, a winner will be selected by Sponsor in a random drawing at the Event from all eligible entries received. By entering Raffle, participants agree: a) To be bound by these rules; b) that winning is contingent upon fulfilling all the requirements of these rules; c) that the decisions of the Sponsor shall be final and binding in all respects. Odds of winning depend on the total number of eligible entries received.

8. NOTIFICATION: Winner will be notified at the time of drawing. Potential winner need not be present to win. Winner may be required by Sponsor to complete, execute and return as directed an Affidavit, Waiver, Release and Indemnity Agreement including, where lawful, a Publicity Release (plus any additional documents required at the sole discretion of Sponsor). Failure to comply with the requirements of this paragraph may result in disqualification and in the forfeiture of any right to a prize, in which case prize may be awarded to an alternate by random drawing.

9. RELEASE: By participating in the Raffle and/or accepting a prize, a participant/winner agrees to defend, release and hold harmless the Sponsor, and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, members, managers, employees, representatives, and agents (collectively "Releasees") from and against any actions, claims and/or liability for injury, death, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity) ("Liability") resulting in whole or in part, directly or indirectly, from participant's participation in the Raffle, and/or

participant's use, acceptance, or possession of a Raffle prize, and/or participant's participation in a Raffle prize-related activity. By participating in the Raffle and/or accepting a prize, a participant/winner consents to and gives the Sponsor the right to interview, photograph/video the winner, and in perpetuity to freely and exclusively use, publish, and display a winner's (and where applicable a participant's) names, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsor) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without additional consideration, unless prohibited by law. Entries will not be acknowledged or returned.

10. CONDITIONS: Participants agree that by participating in the Raffle they release the Sponsor from any liability in connection with: a) entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen or misdirected; b) any typographical or other human or technical errors in the offer or administration of the Raffle, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a prize(s); or c) acts of God, natural disasters, or other force majeure matters out of Sponsor's control affecting either the Raffle, or the operation of the Charter, including but not limited to, fire, flood, weather, hostilities (whether or not war is declared), rebellion, insurrection, terrorist action, labor strike, blockage, or embargo. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Raffle, or the performance of the Charter. Sponsor reserves the right, at its sole discretion, to cancel/suspend/modify the Raffle if it becomes corrupted in any manner such that it cannot be conducted as originally planned and, in such event, to select winners by random drawing from all eligible entries received prior to the action taken by Sponsor. In such event, Releasees shall have no liability to any participant who is disqualified due to such an action. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.

11. LAWS: Subject to all federal, state and local laws and regulations. Void where prohibited or restricted.

12. SPONSOR: Republic Airways Holdings, Inc. 8909 Purdue Rd. Ste. 300, Indianapolis, IN 46268 (the "Sponsor").