NAME OF CONTEST: VIRGIN AMERICA ELEVATE YOUR STATUS SWEEPSTAKES (the "Promotion"), AUGUST 2012.

SPONSOR: Virgin America Inc.

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 eighteen (18) 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) have access to a smartphone device containing either the Facebook, Foursquare, or Instagram app and have not purchased a smartphone or app in order to participate in this Promotion; 5) 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., Switchfly Inc., 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; 6) are authorized holders of a Topguest and Elevate account. 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 and where prohibited or restricted by law, rule or regulation.

TIMING: The Promotion begins at 12:01am Pacific Time ("PT"), August 8, 2012 and ends at 11:59am PT, August 12, 2012 ("Promotion Period"). The Promotion consists of five (5) entry periods (each an "Entry Period") as outlined in the chart below:

Entry Period	Start Date (at 12:01am PT)	End Date (at 11:59pm PT)	Approximate Winner Notification Date
1	August 8, 2012	August 8, 2012	August 10, 2012
2	August 9, 2012	August 9, 2012	August 11, 2012
3	August 10, 2012	August 10, 2012	August 12, 2012
4	August 11, 2012	August 11, 2012	August 13, 2012
5	August 12, 2012	August 12, 2012	August 15, 2012

HOW TO ENTER: At the beginning of the Entry Period, messages will be posted at www.twitter.com/virginamerica, http://www.facebook.com/virginamerica and http://www.topguest.com/elevate with instructions to register for Topguest at http://www.topguest.com/elevate and add a valid Elevate account. Once signed up, participants can

enter the sweepstakes by virtually “checking in” to a Virgin America airport terminal, gate or other Virgin America venue using Facebook, Foursquare, or Instagram.

Limit one (1) entry per Topguest account per day. 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.

RANDOM DRAWING: The potential winner of the Sweepstakes will be selected by random drawing at the end of each entry period as outlined above, from among all eligible entries received. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the winner of the Sweepstakes ("Winner"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

PRIZE: One Eligible Entrant will win one (1) upgrade to Elevate Silver status and all the benefits that come with it (total of 5 winners) good for one year (collectively, the “Prize”). The benefits of Elevate Silver status are outlined here: http://virginamerica.com/vx/elevatebenefits. The value of the winner’s prize is approximately $4,000.00. Winner is fully responsible for any and all applicable federal, state and local taxes and fees/charges (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to airfare costs, ground transportation costs, travel to a Virgin America airport, meals, gratuities, hotel accommodations and other expenses incurred by accepting or using the Prize are the sole responsibility of each Winner. Unless otherwise noted, the Prize is subject to the terms, conditions and restrictions of the Sponsor. The Winner agrees 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 Prize.

If a Winner is otherwise eligible for this Promotion, but is considered a minor in his/her place of residence, the Prize may be awarded to his/her parent/legal guardian on the Winner’s behalf.

The 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 monthly potential Winners will be notified by email on or around the approximate Winner Notification Date as outlined above to request a completed Affidavit of Eligibility, a Liability/Publicity Release and a W-9 tax form or a W-8 BEN tax form and all eligibility information, including his/her email address, telephone number and mailing address within ten (10) days 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 ten (10) days of date of issuance, a disqualification will result, and the Prize will be forfeited, at the Sponsor's sole discretion. Time permitting, an alternate potential 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.

Only winners will be notified. Entrants will not be notified if their Submission is disqualified or if their Submission does not win. Odds of winning depend on the total number of eligible entries received.

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, email 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 and state 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 Facebook, Foursquare, or Instagram), 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.

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.