

## **AGREEMENT FOR MARKETING INCENTIVES**

**THIS AGREEMENT** is made and entered as of the date indicated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a Colorado municipal corporation, and **UNITED AIRLINES, INC.**, a certified air carrier with its principal place of business in Chicago, Illinois (the "**Airline**") (each a "**Party**" and collectively referred to herein as the "**Parties**").

### **W I T N E S S E T H**

**WHEREAS**, the City owns and operates Denver International Airport ("**DEN**"); and

**WHEREAS**, the Airline commenced regular passenger service between London Heathrow Airport ("**LHR**"), and DEN, on or about March 24, 2018; and

**WHEREAS**, the City's Air Service Incentive Program is intended to support new air service to DEN, in part through marketing new passenger service; and

**WHEREAS**, the City wishes to obtain professional services to specifically promote public and industry awareness and use of DEN facilities and Airline's new regular passenger services between LHR and DEN; and

**WHEREAS**, the Airline is ready, willing and able to provide or cause to be provided the services required by the City, and to perform or cause to be performed the services called for hereunder subject to the conditions hereinafter set out;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties hereto agree as follows:

1. **LINE OF AUTHORITY:** The Chief Executive Officer of the Airport (the "**CEO**"), or her designee or successor in function authorizes and directs all work performed under this Agreement. Until otherwise notified, in writing, by the CEO, the Airport's Director of Air Service Development ("**Director**") is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated and whose approval shall be deemed to be the approval of the CEO. In furtherance of the foregoing, any reference to the CEO hereinbelow shall be deemed a reference to the Director unless notified, in writing, by the CEO. The Director may designate a Project Manager, if applicable, under this Agreement.

2. **SCOPE OF SERVICES:** All work performed under this Agreement shall be done in a manner consistent with the spirit and intent of the Air Service Incentive Program, as explained in the attached **Exhibit A**. The Airline shall provide to the City a comprehensive marketing strategy, that includes the creative rendering, media plan and work flow for the work to be

performed hereunder, in writing (the “**Scope of Services**”), which is attached hereto as **Exhibit B**. By City’s execution of this Agreement, the City hereby memorializes its approval of the Scope of Services and the amount or amounts to be paid by the City for the publications, events, materials, advertising campaigns, marketing programs, and advertisements. In consideration of the City’s agreement to pay the Maximum Contract Liability to Airline, Airline will promptly undertake, perform and furnish (or cause to be promptly undertaken, performed and furnished) the services hereinafter described in this Agreement and the Scope of Services, including the following tasks:

- A. Initiation and implementation of promotional events, advertising campaigns and marketing programs directed toward promoting public and industry awareness of the new services offered by Airline at DEN, in a manner consistent with advertising norms and customs in the United States, which promotional event, advertising campaigns and marketing programs may be conducted in any location or media, including in the United Kingdom.
- B. Development of support materials promoting the benefits of DEN to targeted travelers in specific markets selected by Airline, highlighting Denver and DEN as the international gateway to the Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers.

Nothing in this Agreement shall preclude the Airline from undertaking any advertising, marketing, or promotional program that it, in its sole discretion, deems appropriate. It is agreed, however, that if the particular advertising, marketing or promotional activity is not approved by the City pursuant to this Agreement, it will not be included in the Airline's invoices to the City.

3. **NATURE OF SERVICES TO BE PERFORMED:** The Airline has consulted with and received the approval of the City in the development of the Scope of Services. To the extent the campaign, promotional events, advertising, and marketing program are not consistent with the requirements of this Agreement or the Scope of Services, Airline shall obtain the approval for the City for such campaign, promotional events, advertising and marketing program not consistent with the Scope of Services or this Agreement. Airline agrees to diligently and professionally perform all the work described herein, and provide services consistent with the following:

A. Publications: The Airline agrees that when printed materials are used, the name “Denver International Airport” or “DEN,” with or without its logo, shall appear prominently on the material.

(1) Collateral. The Airline may produce and distribute brochures promoting the benefits of DEN to targeted travelers in specific markets selected by the Airline, highlighting Denver and DEN as the international gateway to the Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers.

(2) Direct Mail. The Airline may produce and distribute a direct mail piece for distribution in Denver to announce the Airline's new non-stop service at DEN.

(3) Press Kits. The Airline may create a press kit to be distributed to the media featuring the Airline's new service at DEN.

B. Promotional Events: The Airline agrees that when special events, promotions or receptions are selected as the promotional vehicle, the CEO shall be involved in approving targeted audiences.

C. Advertising Campaign: The Airline agrees that for any advertising created for this purpose, the name "Denver International Airport" or "DEN" shall appear prominently in any such advertising. The Airline will produce and implement an advertising campaign related to the new service planned at DEN. This campaign should include, but is not limited to, print and media costs associated with advertising projects which promote DEN and the Airline's new service both to the traveling public and to trade members of the airline industry.

D. Placement of Advertising: The Airline shall place no advertisement created pursuant to this Agreement that is not consistent with the Scope of Services in any media without the prior written approval by the CEO of the content and placement of the advertisement, which approval shall not be unreasonably withheld, conditioned or delayed. The CEO shall approve or disapprove any advertising, marketing, or promotional materials submitted to the City for approval within seventy-two (72) hours of the City's receipt thereof. If the CEO has not approved or disapproved such advertising, marketing, or promotional materials submitted to the City within such seventy-two (72) hour period, such materials shall be deemed approved by the CEO. Nothing in this Agreement shall preclude the Airline from undertaking any advertising, marketing, or promotional program that it, in its sole discretion, deems appropriate. It is agreed, however, that if the particular advertising, marketing or promotional activity is not derived from the Scope of Services approved by the City pursuant to this Agreement or deemed approved as provided above, it will not be included in the Airline's invoices to the City.

E. Use of Funds: All funds provided under this Agreement must go directly toward production of materials and/or placement of marketing for flights between Denver and LHR. Funds provided under this Agreement may be used for other advertising, special events, promotional items, or marketing activities only with the prior written approval of the CEO. However, under no circumstances shall funds provided under this Agreement be used to offset any other Airline cost.

#### 4. **COMPENSATION AND FEES:**

A. Compensation for Services: The City agrees to pay to the Airline, and the Airline agrees to accept as its sole compensation for its complete costs incurred and services rendered hereunder, all costs (up to the Maximum Contract Liability) incurred by Airline in undertaking the development of the campaign or promotional event, placing and publishing advertising, and developing a marketing program and the provision of the Scope of Services, in all

cases consistent with the requirements of this Agreement. Airline shall obtain the City's consent for any campaign, promotional event, or marketing program undertaken by the Airline that is not consistent with the Scope of Services and for the cost of which Airline anticipates to get reimbursed by the City. All such sums shall be paid subject to these provisions and to the refund and surety provisions of Section 8 of this Agreement.

B. Pro rata Compensation: Airline's current published schedule (the "**Current Schedule**") is seven departures per week from March 24, 2018 until October 27, 2018 (the "**Summer 2018 Season**"). In the event the frequency of service is reduced by Airline during the Summer 2018 Season, the compensation stated herein will be adjusted accordingly, provided the service is not discontinued or reduced to less than fifty percent (50%) of the Current Schedule.

C. Invoices and Payment: The Airline shall submit invoices for payment, which shall be stated in U.S. dollars, and which shall include the following items:

- (1) The date and nature of the services rendered.
- (2) Adequate documentation to support the invoice, including, to the extent not previously provided to the City, documentation of the content of any advertisements placed and published pursuant to this Agreement, and currency exchange rate calculation for any services paid in foreign currency, which calculation shall be based on USD/the relevant foreign currency mid-rate for the date of the transaction, and
- (3) The signature of an authorized representative of the Airline, certifying that the invoice has been examined and has been found to be correct.

The Airline shall promptly provide on request from the City additional supporting documentation reasonably requested in connection with any invoice submitted by the Airline for payment under this Agreement. The City shall remit all payments to Airline due hereunder in accordance with Section 23 hereof.

5. **PAYMENT FOR PARTIAL SERVICES**: If the Agreement is terminated without cause pursuant to Paragraph 8A, the Airline's total compensation shall be limited to the sum of invoices which have already been submitted, audited and approved at the time of termination, plus the costs which have been incurred and the reasonable value of services rendered prior to termination, but have not been approved for payment at the time of termination. The reasonable value of any such subsequent billed cost or service shall be evidenced by an invoice provided by Airline (and such other documents substantiating such invoice as reasonably requested by the City, including Airline's proof of payment) for services rendered. [If upon termination any amounts are due and owing to Airline under this Agreement, Airline agrees that the City shall be



entitled to offset amounts due and owing to Airline under this Agreement against any amounts due and owing from Airline for landing fees under the Landing Fees Incentive Agreement.

**6. MAXIMUM CONTRACT LIABILITY:**

A. Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **One Million, Two Hundred Thousand Dollars and No Cents (\$1,200,00.00)** (the “**Maximum Contract Liability**”), which Maximum Contract Liability amount provided above is based upon the number of flights operated by Airline between DEN and LHR for the 2018 IATA Summer season (and given that Airline’s service contemplated hereunder is seasonal, is a prorated amount of the total marketing incentive available for weekly service of five days per week for a full twelve months).

The Airline shall not decrease the frequency of service to less than fifty percent (50%) of the Current Schedule during the Summer 2018 Season. If the Airline does not provide non-stop service between LHR and DEN at a minimum of fifty percent (50%) of the Current Schedule during the Summer 2018 Season, then the incentives shall terminate from and after the date Airline ceases to provide non-stop service between LHR and DEN at a minimum of fifty percent (50%) of the Current Schedule during the Summer 2018 Season.

B. Payment under this Agreement shall be paid from the City’s Airport System Capital Improvement and Replacement Fund. The City has no obligation to make payments from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

**7. TERM:** The term of this Agreement shall **commence on March 24, 2018, and shall terminate on October 27, 2018**, unless sooner terminated as provided for herein.

**8. TERMINATION; REFUND OF PAYMENTS:**

A. Termination: Either Party may cancel and terminate this Agreement without cause by giving not less than thirty (30) days prior written notice to the other Party, and may cancel and terminate this Agreement with cause by giving not less than ten (10) days prior written notice to the other Party. Any such notice shall state the effective date of such cancellation and termination. If the CEO elects to cancel or terminate the Agreement, immediately upon receipt of the notice, the Airline shall cease all further work, take all reasonable and necessary steps or procedures to curtail and hold additional cost occurrence to a minimum, and commence an orderly termination of the Agreement. Upon any termination of this Agreement as provided herein, the City shall nevertheless pay to Airline all amounts due to Airline hereunder or all amounts incurred by Airline on or prior to the date of Airline’s receipt of such notice of termination from the City. This provision shall survive the expiration or any earlier termination of this Agreement.

B. Refund of Payments: If the City terminates this Agreement for cause, including but not limited to if the Airline does not provide non-stop service between LHR and

DEN at a minimum of fifty percent (50%) of the Current Schedule, for the Summer 2018 Season, then all amounts paid to the Airline by the City under this Agreement shall be refunded to the City within 30 days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

9. **OWNERSHIP OF WORK PRODUCT:** Each Party agrees that it has no ownership interest in and will not infringe or interfere with any trademark, servicemark, symbol, logo, trade dress or intellectual property of the other Party, but may use such upon the express written permission of the Party owning the protected property. It is understood and agreed that all drawings, promotion media and other documents which are created by the Airline shall remain the property of the Airline, and the City may use such drawings, promotion media or other documents with the express written permission of the Airline; however, the Airline shall not be held liable for damage resulting from any use of said documents.

10. **ADVERTISING AND PUBLIC DISCLOSURES:** The Airline shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN and in connection with this Agreement shall include only presentation materials, work product, designs, renderings and technical data that are consistent with the Scope of Services and have been otherwise approved or deemed approved by the City. The CEO shall be notified at least seven (7) days in advance of the date and time of any such public disclosure regarding this Agreement or the work to be performed hereunder. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

11. **COORDINATION AND LIAISON:** The Airline agrees that during the term of this Agreement it shall fully coordinate all services provided pursuant to this Agreement with the Director.

12. **STATUS OF AIRLINE:** The City and Airline acknowledge and agree that they are parties to an Airport Use and Facilities Lease Agreement, dated January 7, 1992 (as amended and supplemented from time to time, the “**Existing Agreement**”) and that the Airline has become a Signatory Airline as defined in DEN’s Rules and Regulations. This Agreement is expressly subject to all of the terms and conditions set forth in the Existing Agreement. It is further understood and agreed by and between the parties hereto that the status of the Airline shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 2.11.3(C) of the Charter of the City, and it is not intended nor shall it be construed that the Airline, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

13. **AIRLINE’S INSURANCE:** The Airline agrees to insure its operations are in accordance with the terms of the Existing Agreement.

14. **NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Airline that subconsultants and any other person other than the City or the Airline receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

15. **ASSIGNMENT:** The Airline covenants and agrees that it will not assign or transfer its rights hereunder; provided, however, nothing contained herein shall preclude the Airline from engaging third party contractors to provide the Scope of Services hereunder. Except as provided in the immediately preceding sentence, any attempt by the Airline to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights of the Airline hereunder.

16. **APPROVAL AND APPROVAL BY ELECTRONIC COMMUNICATION:** Any approval given by the CEO (or the Director as CEO's designee as provided in Section 1 above) hereunder shall be deemed approval of the City hereunder. Further, any approval of the City or Airline required hereunder may be given to the other Party via email communication at the following respective email address for each Party: If to the City, to Laura Jackson at [Laura.Jackson@flydenver.com](mailto:Laura.Jackson@flydenver.com). If to the Airline, to Elias Manneh at [elias.manneh@united.com](mailto:elias.manneh@united.com).

17. **EXAMINATION OF RECORDS:** The Airline agrees that, until the expiration of three (3) years after the final payment under this Agreement, the CEO and City Auditor or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Airline involving transactions related to work performed under this Agreement. The Airline, upon request by either, shall make such books and records available for examination and copying in Denver.

18. **FEDERAL PROVISIONS:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of DEN. The provisions of the attached Appendix No. 1 are incorporated herein by reference. The City represents and warrants that (a) this Agreement is in compliance with the City's Air Incentive Program, and (b) this Agreement, the incentives provided hereunder and the City's Air Incentive Program are in compliance with Federal Aviation Administration's (the "**FAA**") Air Carrier Incentive Program and the FAA's Air Carrier Incentive Program Guidebook.

19. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices shall be made as follows:

If to City, to: Chief Executive Officer  
Airport Office Building, 9<sup>th</sup> Floor  
Denver International Airport  
8500 Peña Boulevard  
Denver, Colorado 80249

If to Airline, to: United Airlines, Inc.  
Attn: Elias Manneh  
Willis Tower  
233 S. Wacker Drive, WHQEO  
Chicago, IL 60606

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either Party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

20. **NON-DISCRIMINATION:** In connection with the performance of work under this Agreement, Airline agrees not to refuse to hire, nor to discharge, promote or demote, nor to otherwise discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Airline further agrees to insert the foregoing provision in all subcontracts hereunder.

21. **DISPUTES:** It is agreed and understood by the Parties hereto that disputes arising under or related to this Agreement shall be resolved by the procedure set forth for resolution of disputes between Airline and the City in the Existing Agreement.

22. **AGREEMENT MADE IN COLORADO; VENUE:** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising hereunder shall be in Denver, Colorado.

23. **PROMPT PAYMENT:** Payments under this Agreement will be made to the Airline in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et seq., Denver Revised Municipal Code, subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Airline in accordance with the provision of this Agreement and that have been audited and approved by the City. The Airline agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. For any subcontractor or subconsultant engaged by Airline under this Agreement, the Airline is subject to Section 20-112, D.R.M.C., requiring the Airline to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later than seven days after receipt of any payment from City.

24. **ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by both Parties hereto with the same formality as this Agreement.

25. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either Party in the manner specified by the City.

**END OF DOCUMENT  
APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW**

## APPENDIX A

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Airline, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





**Contract Control Number:** PLANE-201840368-00

**Contractor Name:** UNITED AIRLINES INC

By: 

Name: MARK KROZIAK  
(please print)

Title: VP - MARKET CORP  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## EXHIBIT A

# Air Service Incentive Program

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**Goal: To increase nonstop scheduled air service and passenger traffic at Denver International Airport, and to sustain this service over the long-term.**

- Promotional benefits offered to any air carrier announcing or initiating qualifying scheduled passenger service between Sept. 1, 2017, and Aug. 31, 2018 (one year period)
- A carrier is eligible for a maximum of two incentivized markets during the aforementioned period

## Promotional Period

The Promotional Period is defined as the first consecutive 12 or 24 months immediately following the initiation of eligible new service.

## Qualifying Criteria

- Carriers must offer daily nonstop scheduled passenger service from Denver International Airport to the eligible market; if service is less than five times weekly, the marketing incentive benefit will be prorated accordingly (operational incentive is not prorated)
- The carrier must provide the service for 24 consecutive months; seasonal service is also eligible; if service is seasonal the marketing incentive benefit will be prorated accordingly (operational incentive is not prorated)
- Charter operations, including operators under Parts 121, 135 and 380, are not eligible
- All conditions for receiving the benefits will be documented in a contract between the City and County of Denver and the qualifying carrier which is subject to final approval by the appropriate officials at the City and County of Denver
- If the carrier does not meet the minimum schedule level (defined below) for a period of 12 or 24 consecutive months immediately following the initiation of the route then all amounts paid by the City and County of Denver for marketing activities shall be refunded to the City and County of Denver, and all refunds credited to the carrier shall be refunded to the City and County of Denver

## Promotional Incentive

DENVER INTERNATIONAL AIRPORT AIR SERVICE INCENTIVE PROGRAM						
DOMESTIC AIR SERVICE INCENTIVE						
	REFUND PER ENPLANEMENT	MARKETING FUNDS			MAXIMUM INCENTIVE	
Unserviced Destination	<b>\$5</b> <small>\$250K maximum over 2 years</small>	<b>\$250K</b>			<b>\$500K</b>	
New Entrant	NONE	<b>\$500K</b>			<b>\$500K</b>	
INTERNATIONAL AIR SERVICE INCENTIVE						
	REFUND PER ENPLANEMENT	MARKETING FUNDS				MAXIMUM INCENTIVE
North & Central America <small>- Canada, Caribbean, Central America, Mexico</small>	<b>\$20</b> <small>\$1M maximum over 2 years</small>	<b>\$1M</b> <small>5-7+ weekly frequencies</small>	<b>\$500K</b> <small>3-4 weekly frequencies</small>	<b>\$100K</b> <small>1-2 weekly frequencies</small>	<b>\$25K</b> <small>&lt;1 weekly frequency</small>	<b>\$2M</b>
South America, Europe, Asia, Middle East, Africa, Oceania	<b>\$30</b> <small>\$4M maximum over 2 years</small>	<b>\$2M</b> <small>5-7+ weekly frequencies</small>	<b>\$1M</b> <small>3-4 weekly frequencies</small>	<b>\$500K</b> <small>1-2 weekly frequencies</small>	<b>\$250K</b> <small>&lt;1 weekly frequency</small>	<b>\$6M</b>

Program is in effect for airlines announcing eligible service between Sept. 1, 2017, and Aug. 31, 2018.

The Promotional Incentive includes an operational incentive and a marketing incentive; incentive amounts are outlined in this [GRAPHIC](#).

### *Operational Incentive*

- The operational incentive is administered by the City & County of Denver, Department of Aviation
- Operational incentives are administered through credits
- Operational incentive available to carriers:
  - Refund per enplaned passenger
- The refund per enplanement cannot exceed the carrier's cost to operate at DEN
- The carrier will report enplanement numbers to DEN monthly at the same time as the carrier reports total passengers numbers to DEN

### *Marketing Incentive:*

- The marketing incentive is administered by the City & County of Denver, Department of Aviation
- The carrier will develop a marketing plan that will be approved by the Department of Aviation Project Manager assigned to administer the contract
- The marketing plan will promote public and industry awareness of the new services offered by the carrier at Denver International Airport
- The Department of Aviation Project Manager is responsible for executing the marketing plan in cooperation with the carrier

*Note: Carrier can choose to increase marketing incentive by decreasing the operational incentive; the maximum incentive remains the same.*

## **Eligible Markets**

### *Domestic*

- Domestic markets without scheduled or charter passenger service are eligible (unserved by scheduled or charter service as of Sept. 1, 2017)
- Domestic markets that are unserved from Denver but had nonstop scheduled or charter service from Denver within the one year prior to a carrier announcing new service are not eligible
- Domestic markets that fall under the federally subsidized Essential Air Service (EAS) program are not eligible
- A new domestic carrier (new entrant) can receive a marketing incentive even if the service they are providing is to a domestic market that is currently served nonstop from Denver; note that the new carrier incentive, if it is to a market that is currently served, is only eligible for an incentive for a period of one year (12 months);
- A new domestic carrier (new entrant) is not eligible for an incentive if the market(s) served are not deemed eligible markets, as described above

### *International*

- All international markets are eligible including currently served markets; currently served international markets are only eligible for an incentive for a period of one year (12 months) and markets without nonstop service are eligible for an incentive for a period of two years (24 months)
- The carrier adding new service must not have operated service to the market (or a market within 100 miles) over the preceding 12-month period

## **Minimum Service Level**

The carrier may adjust its frequency of service during the term of the agreement; however, the carrier shall not decrease the frequency of service to less than fifty percent (50%) of the initial amount of published service, the calculation of which will be averaged over the course of a year.

## **Primary Carrier**

- The primary carrier is defined as the marketing carrier for the new service
- Denver International Airport will enter into incentive agreements with the primary carrier

## **Notice of Intent to Enter into Incentive Agreement**

A carrier eligible for an incentive must notify Denver International Airport within 60 days of service announcement of the intention to take advantage of the incentive.

## EXHIBIT B

# 2018 UK LONDON - DENVER INITIAL BRAND MEDIA RECOMMENDATION

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28<sup>TH</sup> MARCH, 2018

# 1. RECAP OF BRAND BRIEF



# SUMMARY OF THE 2018 UK DENVER BRAND BRIEF

## BUSINESS GOAL

Optimise traffic for seasonal London to Denver Route

## COMMUNICATION OBJECTIVES

Drive awareness, familiarity & excitement about UA's new Denver route, to stimulate leisure travel

Dramatise the destination, the joy of travel & the places that United takes you to and the '*Uniting People, Connecting The World*' platform

## TARGETING

Leisure Travellers with a focus on Adventure Seekers

Focus on London and surrounding areas



ENSURE WE SUPPORT / AMPLIFY THE BRAND PLATFORM

UNITING PEOPLE,  
CONNECTING THE WORLD

MAKING PEOPLE FEEL THEY CAN  
BELONG ANYWHERE



*Dramatizing the destinations,  
the joy of travel and the places  
that United takes you to*

Every day, we help unite **the world** by connecting  
**people** to the **moments** that matter most

*The connection between  
members and the people  
that matter to them*

*The experiences that bring us together,  
building a connection to something  
bigger than ourselves*

# SUMMARY OF THE 2018 UK DENVER BRIEF

## TIMING

April/May\* to July, 2018  
with possibility of reactivating in December

## BUDGET

\$1.2M  
exclusive of agency fees - with potential for additional \$500k (max) from Colorado Tourism

## CAMPAIGN KPI

Brand Familiarity – Increase awareness of the London to Denver route

Drive traffic to United Denver Hub

## CHANNELS FOR CONSIDERATION

Consider all channels

\*Campaign timing is dependent upon client approval of plan



2. TARGET AUDIENCE INSIGHTS



# US ADVENTURE TRAVELLER DEFINITION



ADULT LIVING IN UK

**AND**

AT LEAST ONE HOLIDAY/PERSONAL TRIP  
TAKEN TO US IN LAST YEAR

**AND**

HOLIDAY TYPES: (LAKES & MOUNTAINS **OR**  
BACKPACKING **OR** SKIING)

AUDIENCE CONSTRUCTED USING GB TGI CLICKSTREAM  
SURVEY, 2017

ADVENTURE TRAVELLERS ARE 12% OF THE US LEISURE TRAVELLER AUDIENCE BASE: **300K**

## US Leisure Traveller Composition



### Adventure Travellers

They are less likely to be **Empty Nesters** or **Families**, more likely to be **Young Adults**, although the pool of Adventure Travellers is not exclusively young.

## ADVENTURE TRAVELLERS HAVE TIME AND MONEY TO SPEND ON HOLIDAYS - & ARE NOT 'CONSTRAINED' BY CHILDREN

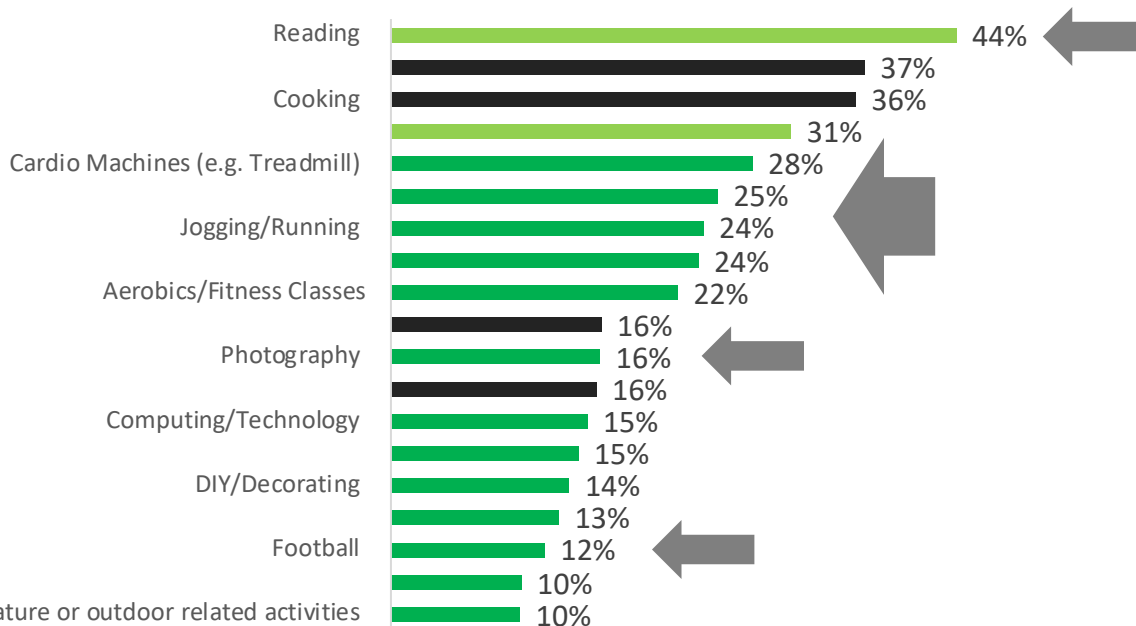
% Adventure Travellers (Index)	TGI Lifestage Group	Definition
6% (64)	Fledglings	15-34, not married/living as a couple, do not live with son or daughter, live with parents
11% (193)	Flown the Nest	15-34, not married/living as a couple, do not live with relations
17% (285)	Nest Builders	15-34, married/living as a couple, do not live with son/daughter
2% (23)	Playschool Parents	Live with son/daughter and youngest child of 0-4
3% (51)	Primary School Parents	Live with son/daughter and youngest child 5-9
6% (87)	Secondary School Parents	Live with son/daughter and youngest child 10-15
3% (48)	Mid-life Independents	35-54, not married/living as a couple, do not live with relations
22% (299)	Unconstrained Couples	35-54, married/living as a couple, do not live with son/daughter
7% (76)	Hotel Parents	35+, live with son/daughter and no child 0-15
7% (60)	Senior Sole Decision Makers	55+, not married/living as a couple and live alone
12% (65)	Empty Nesters	55+, married/living as a couple and do not live with son/daughter
2% (63)	Non-standard Families	Not married/living as a couple, live with relations, do not live with son/daughter and do not live with parents if 15-34

# READING, FOOTBALL, PHOTOGRAPHY, BUT ESPECIALLY FITNESS, ARE KEY INTEREST AREAS

Index vs. Average UK Adults

(100 = average, **black** = 100-120, **light green** over 120, i.e. 20% more likely to do, **dark green** over 150.)

% Adventure Travellers that regularly undertake each activity



# THEY HAVE A DRIVE FOR SELF-IMPROVEMENT

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**Physical**



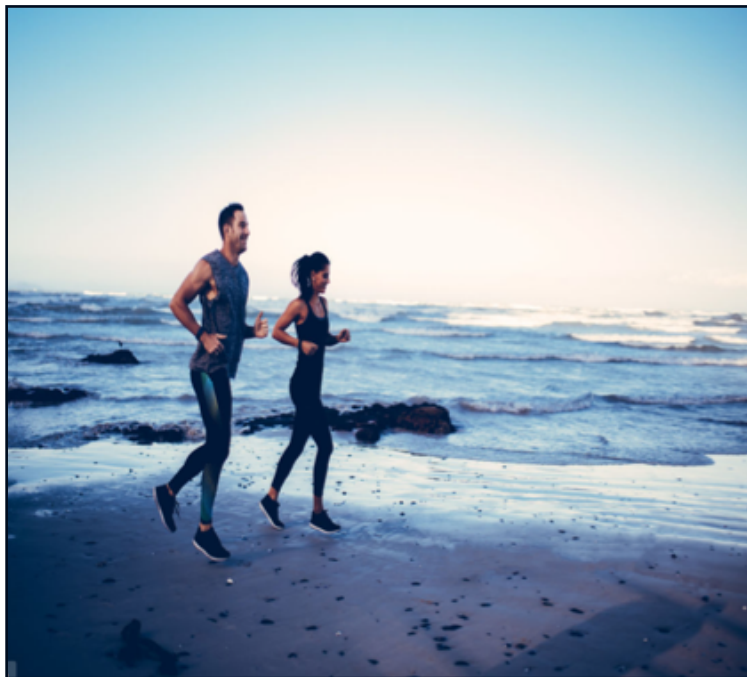
**Mental**



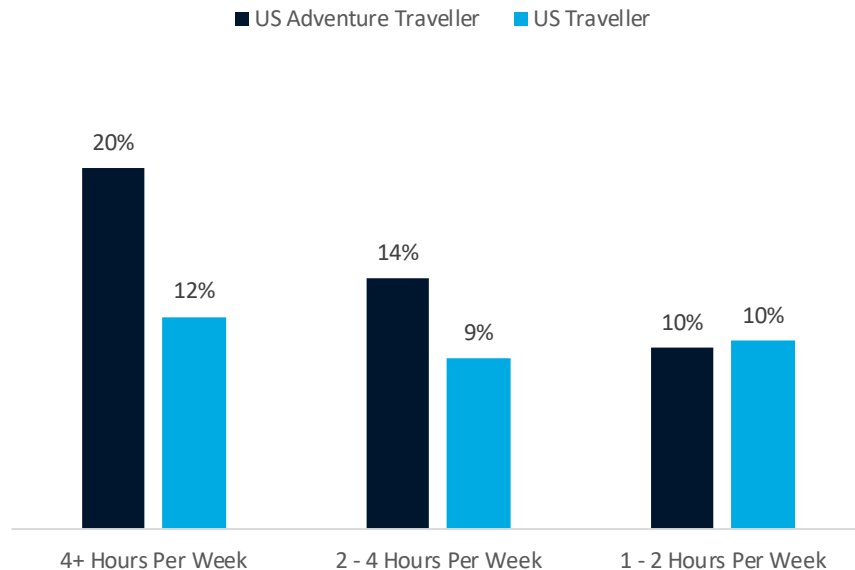


# SPENDING TIME ON PHYSICAL SELF-IMPROVEMENT

## Physical

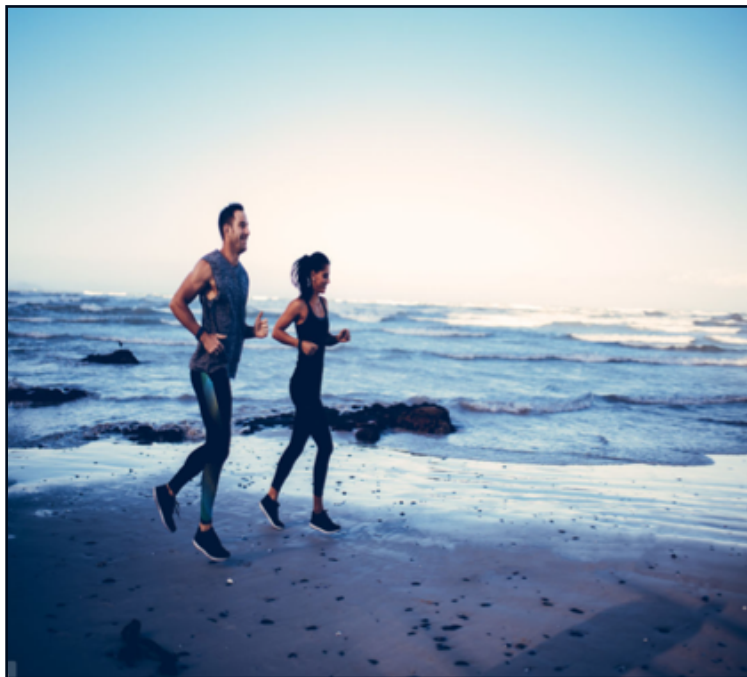


HOURS OF EXERCISE PER WEEK - US ADVENTURE TRAVELLER vs. AVERAGE US TRAVELLER



# THEY NEED THEIR REGULAR FITNESS FIX. WORK OR TRAVEL WILL NOT GET IN THE WAY

## Physical



STATEMENTS	PERCENTAGE OF ADVENTURE TRAVELLER	INDEX VS. US TRAVELLERS
Member of Leisure Centres/Gyms And Health Clubs	66%	132
Attend others gyms (at a hotel,at work etc.)	29%	195

## A DRIVE FOR MENTAL SELF-IMPROVEMENT

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### “PUSHING MYSELF”

**99%** of Adventure Travellers agree that **“it is important to learn new things throughout your life”** (index **113** vs. average UK adults).

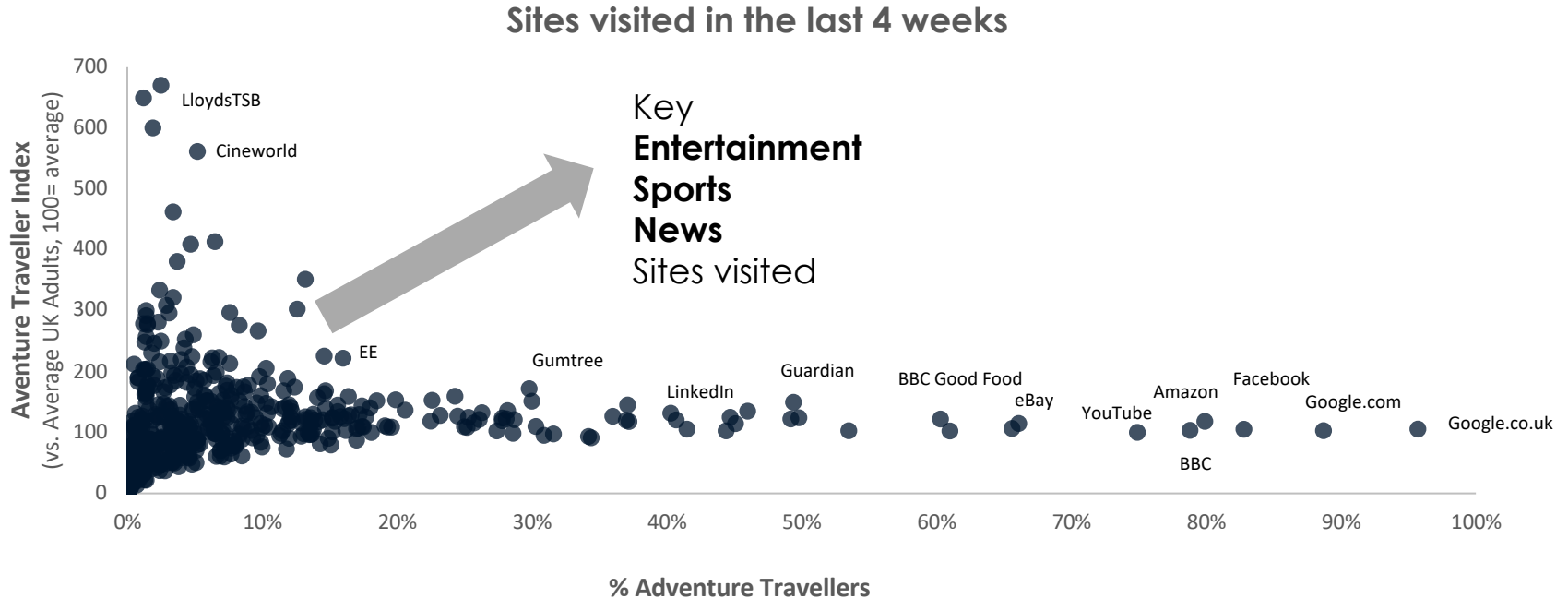
### “DOING IT JUST RIGHT”

**53%** of Adventure Travellers agree that **they are perfectionists** (index **133** vs. average UK adults)

#### Mental



# ADVENTURE TRAVELLERS ARE FAR MORE LIKELY TO VISIT AN ARRAY OF SITES THAN THE AVERAGE UK ADULT



## NEWS SITES VISITED

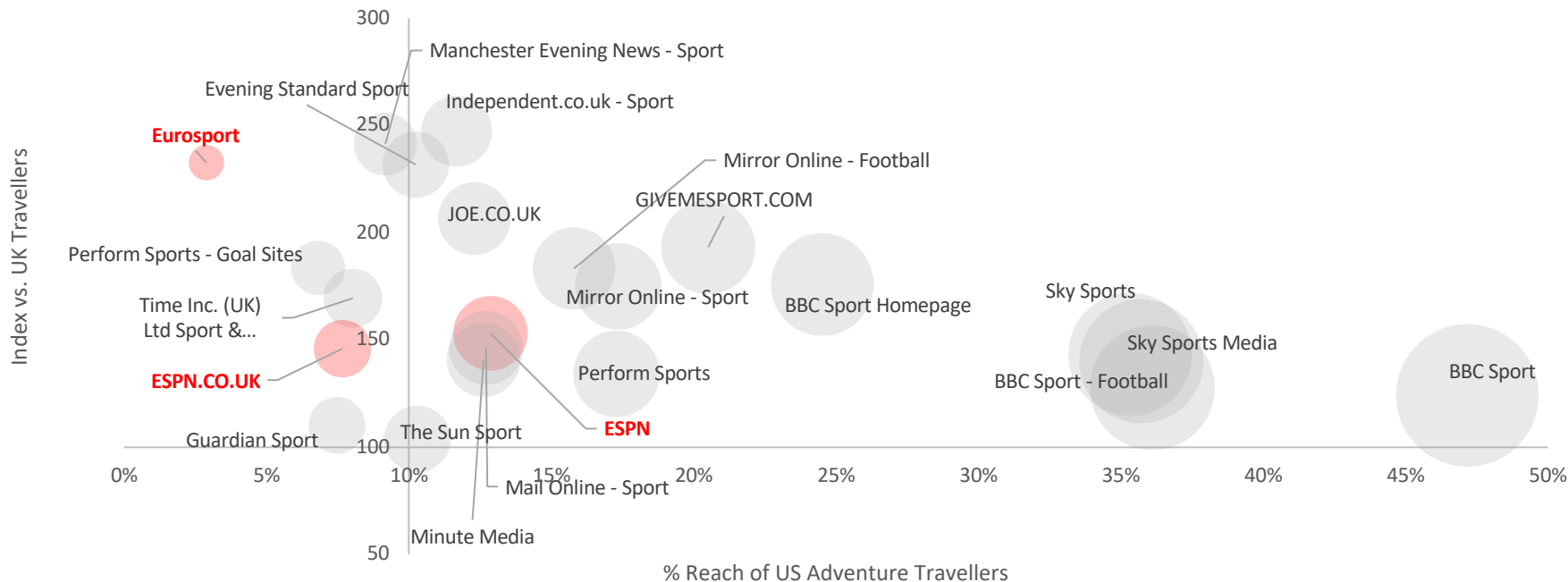
ADVENTURE TRAVELLERS ARE FAR MORE LIKELY TO CONSULT A WIDE VARIETY OF NEW SOURCES TO STAY INFORMED

NEWS AND MEDIA SITES	TOTAL	US TRAVELLER	INDEX VS. TOTAL TRAVELLERS	US ADVENTURE TRAVELLER	INDEX VS. TOTAL TRAVELLERS
BBC News	50%	62%	124	58%	118
Mail Online (Daily Mail/Mail on Sunday)	33%	38%	116	45%	136
BBC Sport	30%	40%	132	43%	144
BBC iPlayer	31%	39%	124	42%	135
The Guardian (incl. The Observer)	29%	33%	115	40%	139
The Telegraph	26%	30%	116	37%	146
The Independent	19%	25%	128	30%	157
Mirror	22%	25%	115	30%	135
HuffPost	19%	22%	117	29%	153
BBC iPlayer Radio	15%	20%	135	27%	182
The Sun	16%	18%	108	27%	163
Sky News	15%	19%	126	21%	140
Metro	14%	18%	127	20%	144
Sky Sports	16%	23%	141	19%	121
Telegraph News	12%	14%	120	19%	161
Express	14%	15%	107	19%	135
Mail Online Femal	9%	11%	123	19%	205
Buzzfeed	14%	15%	107	17%	122
The Times/Sunday Times	7%	9%	128	16%	220
London Evening Standard	8%	11%	127	15%	176
Reuters	5%	7%	154	15%	306

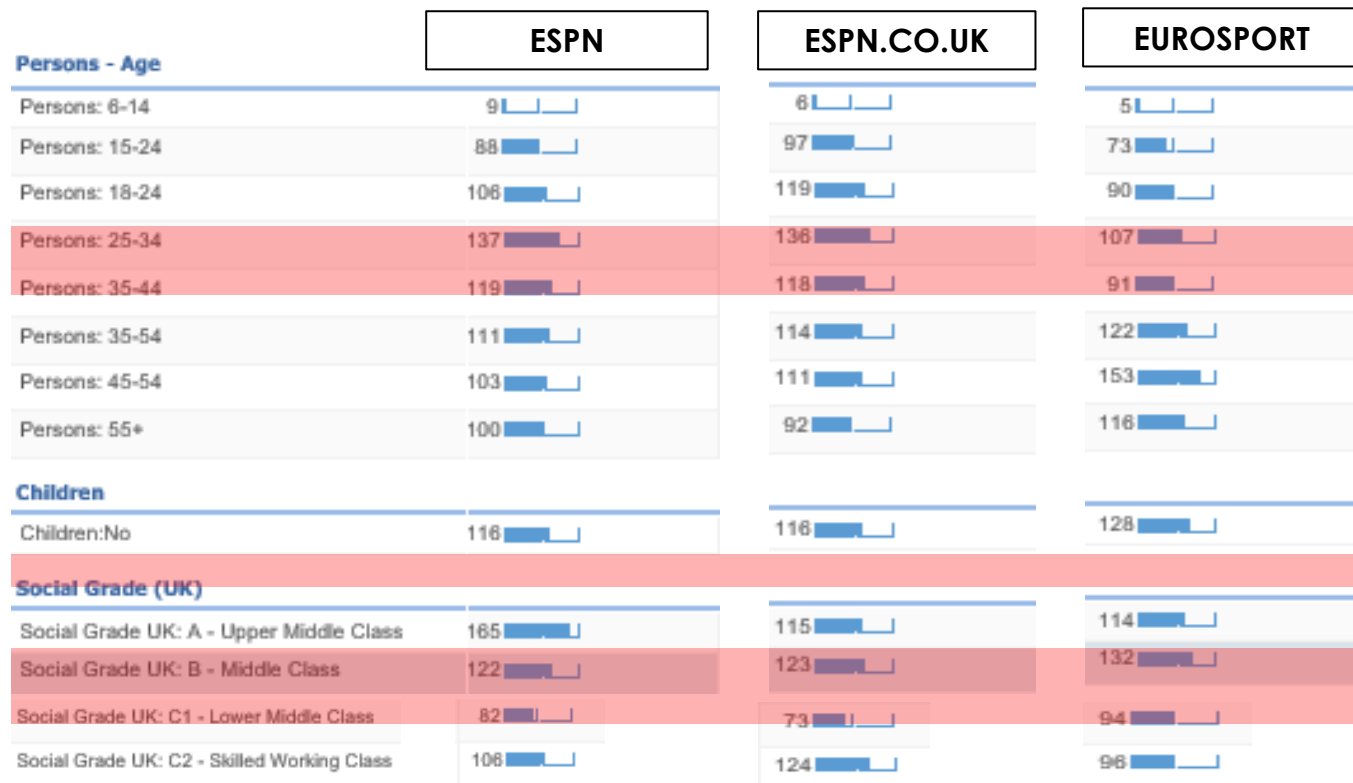
Source: GB TGI Clickstream survey, 2017

# US ADVENTURE TRAVELLERS STRONGLY OVER INDEX ON SPORTS SITES

POPULAR SITES VISITED BY EUROPEAN TRAVELLERS (LAST 30 DAYS)



# US ADVENTURE TRAVELLERS MOSTLY OVER INDEX ON VISITING ESPN AND EUROSPORT'S SITES





### 3. KEY LEARNINGS FROM PREVIOUS UK CAMPAIGNS

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## KEY LEARNINGS / OBSERVATIONS FROM RECENT CAMPAIGNS

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1

Acquisition works harder with brand support (better ROAS)

2

*United Reuniting* demonstrated power of localised digital content to emotionally connect & drive social sharing

3

Whilst Q4 brand film resonated with 35-54 females, it failed to effectively connect with important millennial audience, as it lacked relevance /emotional appeal

4

Media partnerships can drive efficient delivery of compelling content to an engaged audience

# 4. STRATEGIC OVERVIEW

A panoramic view of a city skyline, likely Denver, Colorado, featuring a dense forest in the foreground, a cluster of modern skyscrapers in the middle ground, and a range of blue mountains in the background under a clear blue sky with light clouds.

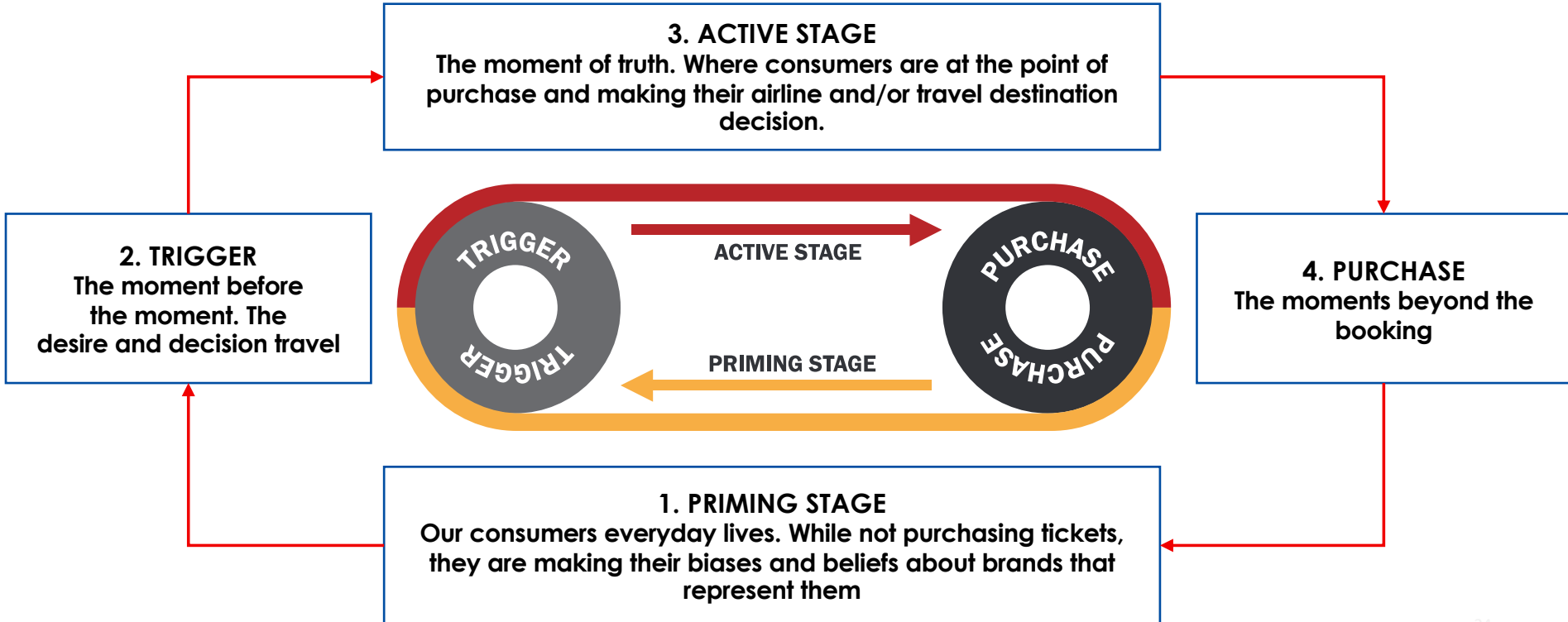


AN INCREDIBLE & UNKNOWN EXPERIENCE BROUGHT TO  
YOU FROM AN AIRLINE THAT KNOWS ITS SECRETS



# HOW WAVEMAKER SEES THE UNITED PURCHASE JOURNEY

—



# WM BENCHMARKS

MULTI-SOURCE PURCHASE JOURNEY NORMS, FRAMED AROUND THE WM MOMENTUM CYCLE

## WHAT IS IT?

An aggregated collection of purchase journey data and norms from three proprietary global sources. Framed around the four key stages of the WM Momentum cycle, it provides invaluable information on a single category and country, as well as country and category journey comparisons.

## HOW?

It collates insights from three major global studies:

**WM Momentum:** Wavemaker's global study in purchase decision making: 37 countries, 72 categories, 400,000 respondents.

**BrandZ:** WPP's largest brand equity database: 20 years of data, 31 countries, 200 categories, 150,000 annual surveys.

**LIVE Panel:** GroupM's first global media and touchpoints panel: 40 countries, 20 categories, 80 sub-categories, over 500,000 respondents.

## WHAT ARE THE BENEFITS?

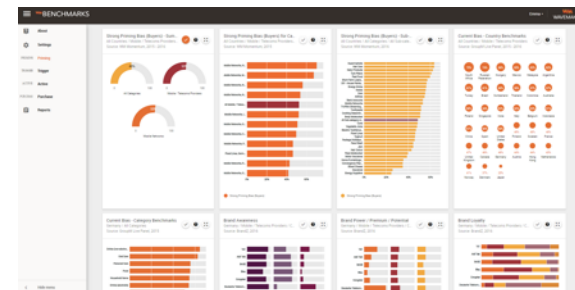
Purchase journey knowledge at our fingertips, allowing us to bring our purchase journey obsession to our work and clients every day.



WM MOMENTUM

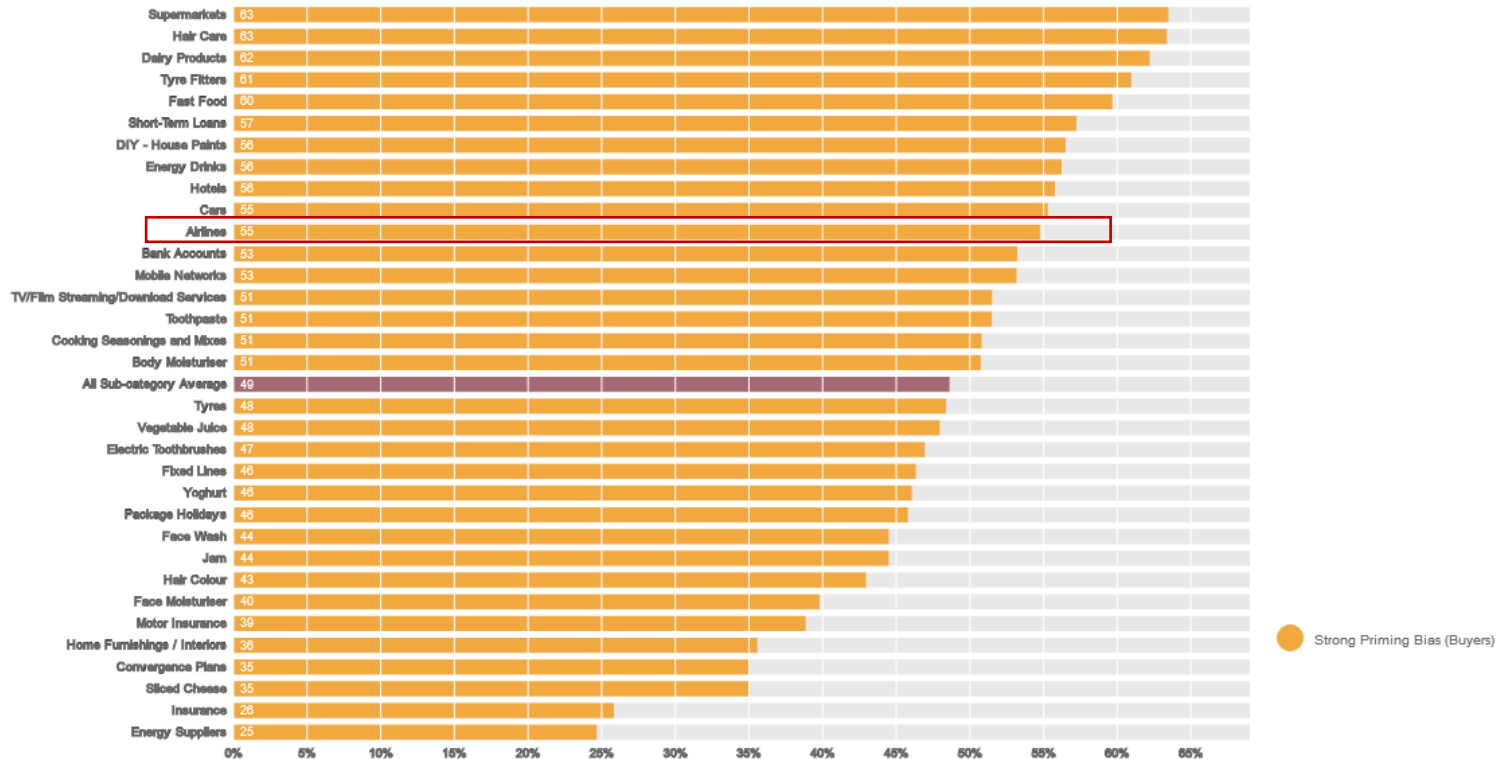
BRANDZ

L I V E P A N E L



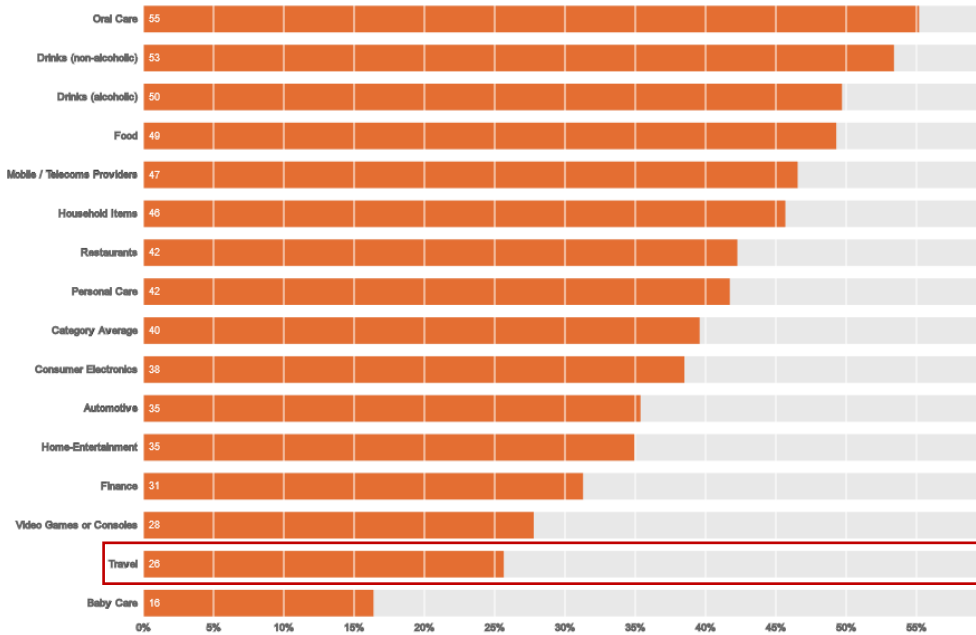
# HOW CONSUMERS FEEL ABOUT AIRLINES IN PRIMING STAGE IS IMPORTANT

CONSUMERS (GLOBALLY) HAVE AN ABOVE AVERAGE PRIMING STAGE BIAS WHEN CHOOSING AN AIRLINE

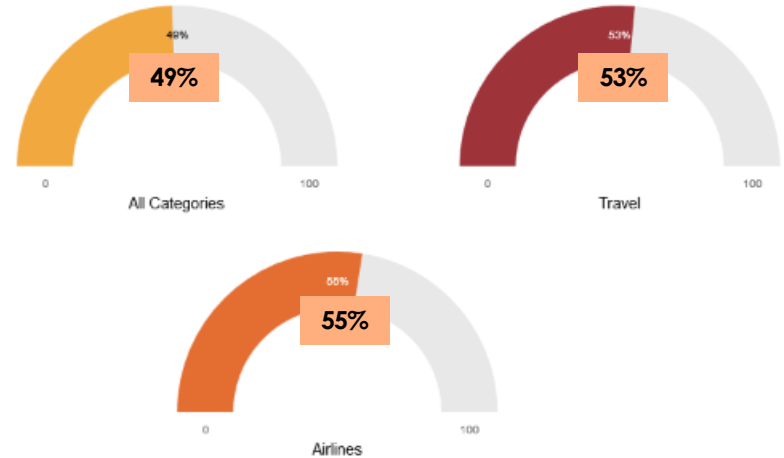


# HOWEVER, PSB FOR UK IS FAR WEAKER

CUT-THROAT SHORT-HAUL COMPETITION, & NORWEGIAN IN LONG-HAUL, HAS PRE-PROGRAMMED UK CONSUMERS THAT PRICE CAN ALWAYS BE CHEAPER



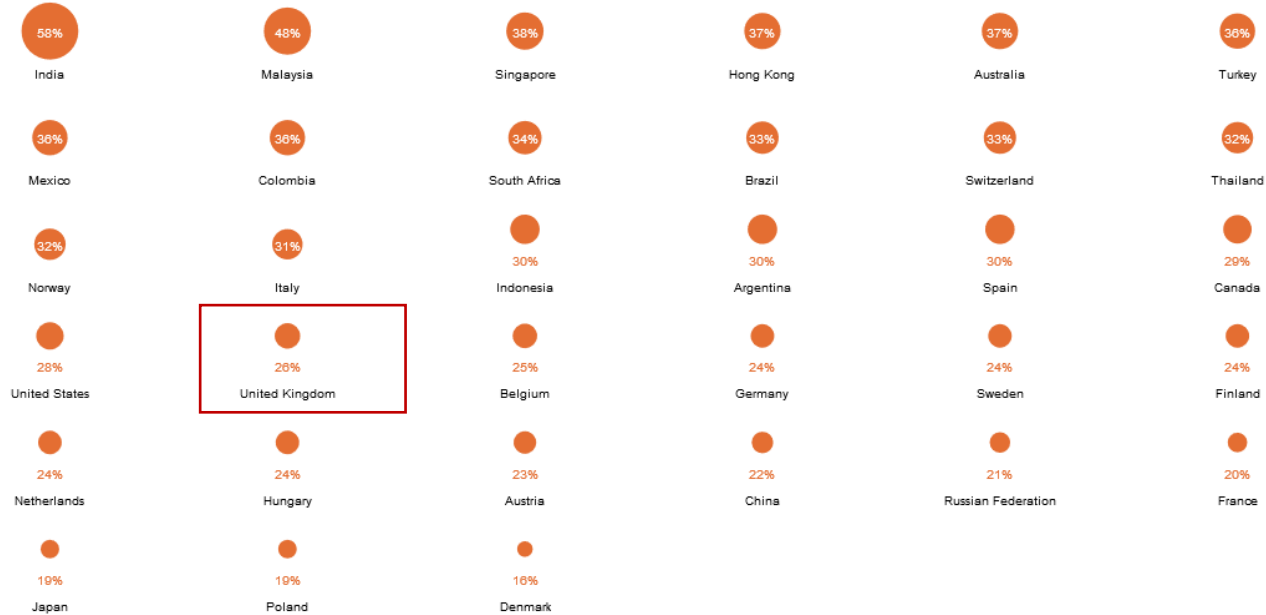
## CATEGORY PRIMING STAGE BIAS VS. ALL CATEGORY **GLOBAL** AVERAGE



% of brand buyers who had a strong idea they would choose the brand they did for their last purchase

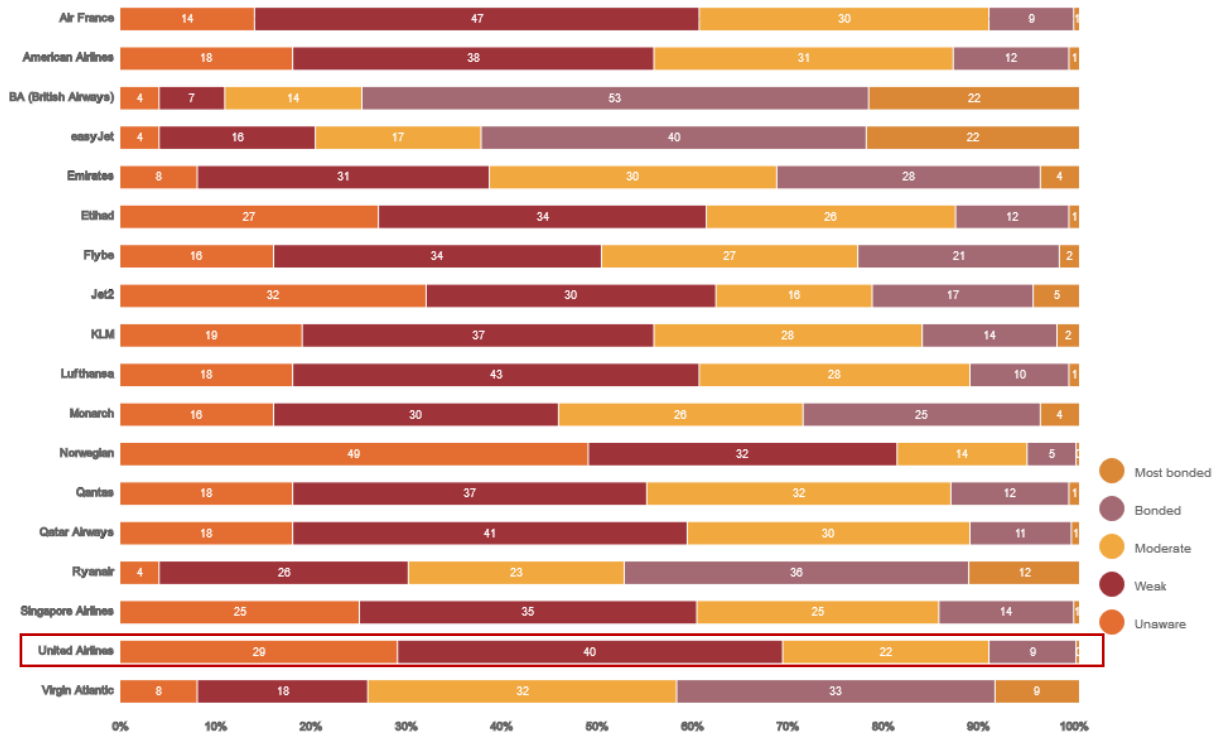
# THE UK IS A HIGHLY COMPETITIVE MARKET WITH NO DOMINANT AIRLINE MONOPOLY

HOW MANY PEOPLE KNOW THE BRAND THEY WOULD CHOOSE IF BOOKING A FLIGHT RIGHT NOW? (BY TERRITORY)

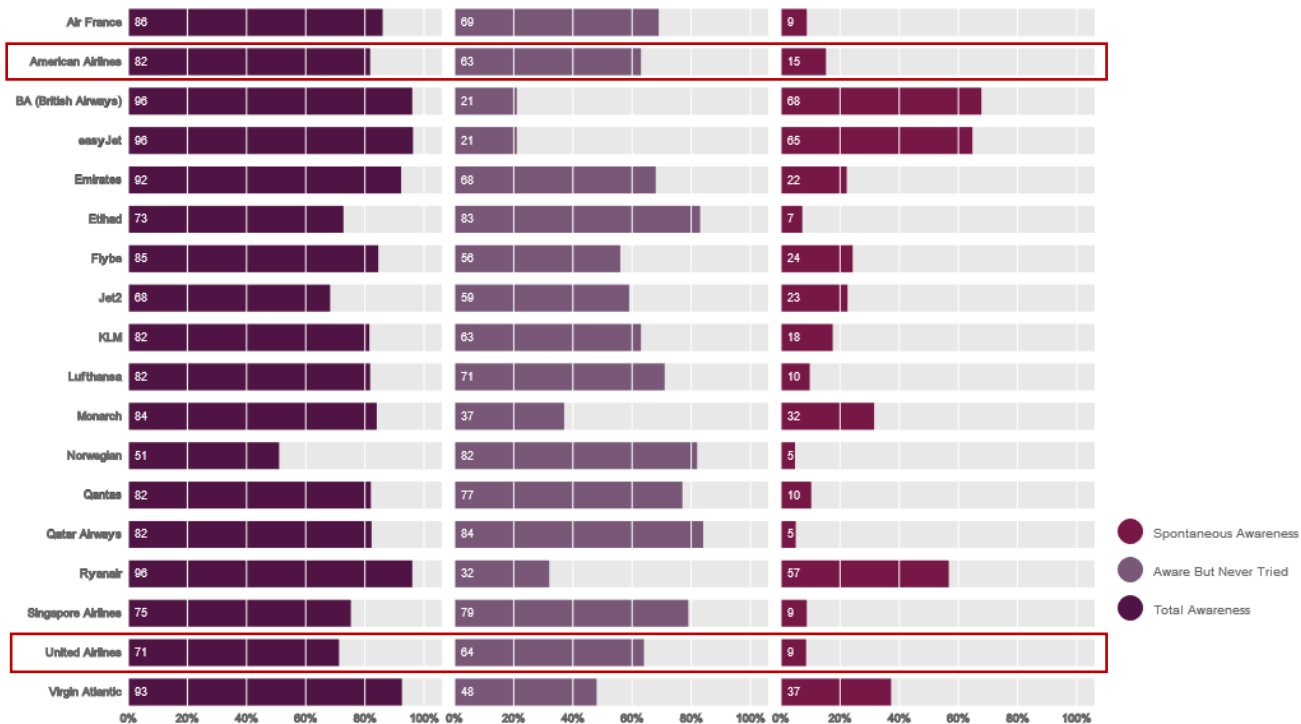




# WHEN BENCHMARKED AGAINST COMPETITORS, UNITED SEES A LACK OF AWARENESS CORRELATED WITH 'WEAK' BRAND PERCEPTION



....AND OF THOSE AWARE (71%), ONLY 7% HAVE FLOWN WITH UNITED AIRLINES, COMPARED TO AMERICAN AIRLINES (82% AWARE - 19% TRIED)



## UNITED & DENVER ARE 'SECRETS'

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Denver, Colorado and United Airlines are not front of mind. They are not obvious, which means we have a blank slate to tell an incredible story

Denver is one of America's greatest secrets to a UK audience.

We need to tell the Denver story in a way that promotes United Airlines as the airline that knows the US better than anyone



## THE ROLES FOR COMMUNICATION

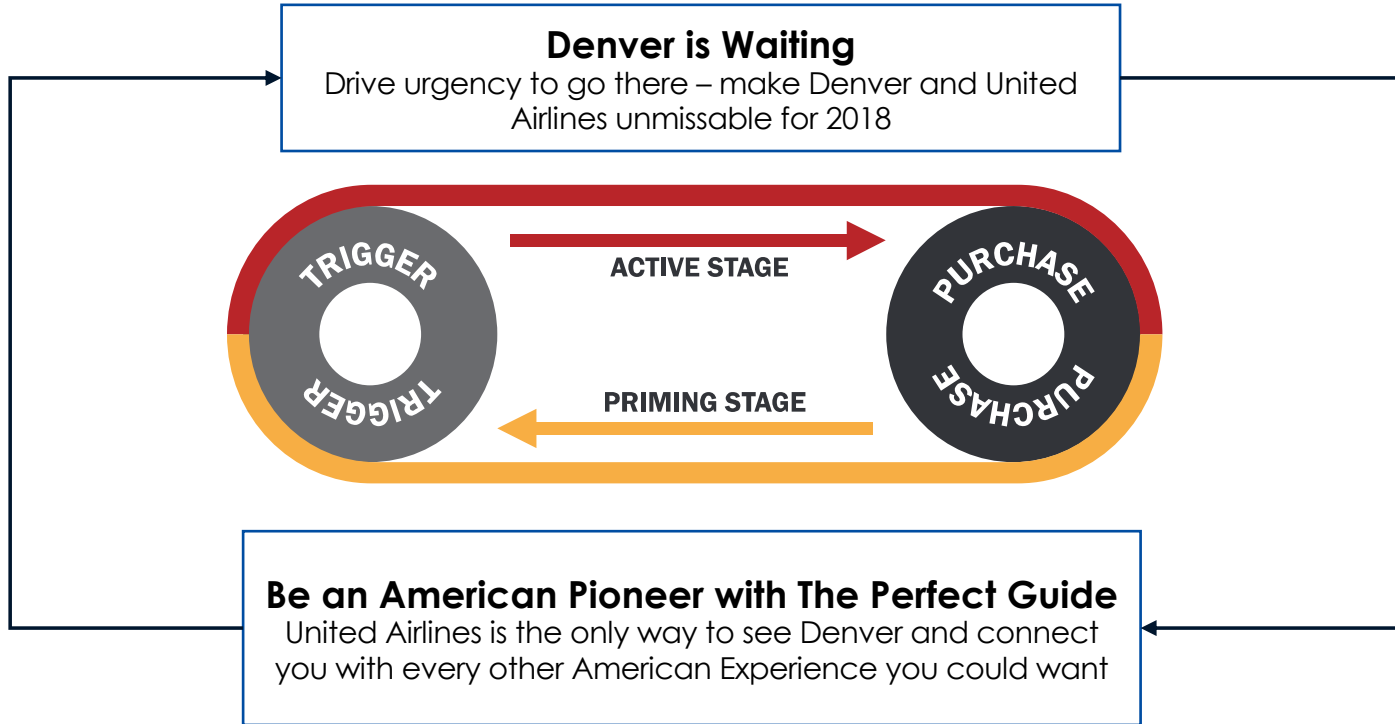
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Denver needs to be positioned as the best of the US in one city, with one airline so we can support **Acquisition** and **Brand** goals.

- 1. Build demand for Denver as a millennial vacation destination with United**
- 2. Drive desire for United Airlines as your guide and enabler of great American experiences, with Denver being a hero of our network**

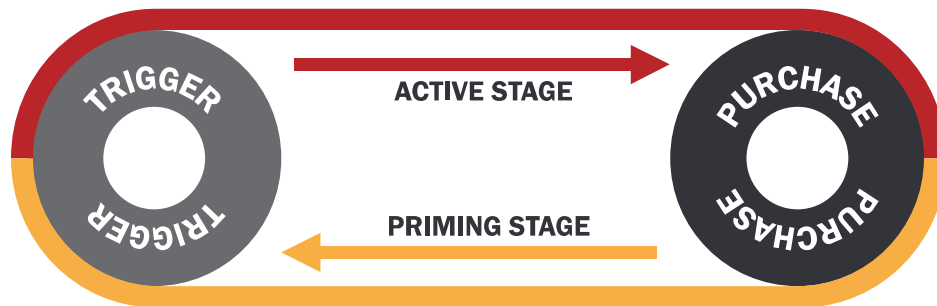


# HOW THIS MAPS ACROSS THE UNITED CONSUMER JOURNEY



# CREATING THE AMERICAN PIONEER FOR DENVER

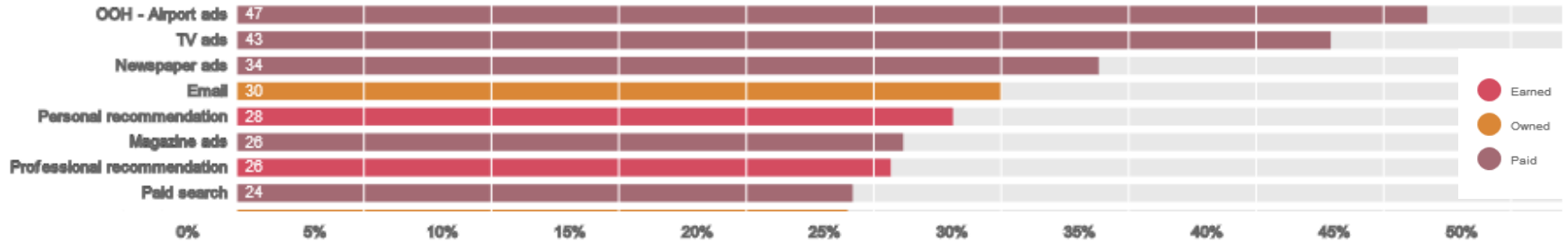
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## **Be an American Pioneer with The Perfect Guide**

United Airlines is the only way to see Denver and connect you with every other American Experience you could want

## THE MOST INFLUENTIAL TOUCH-POINTS FOR CREATING PRIMING STAGE BIAS



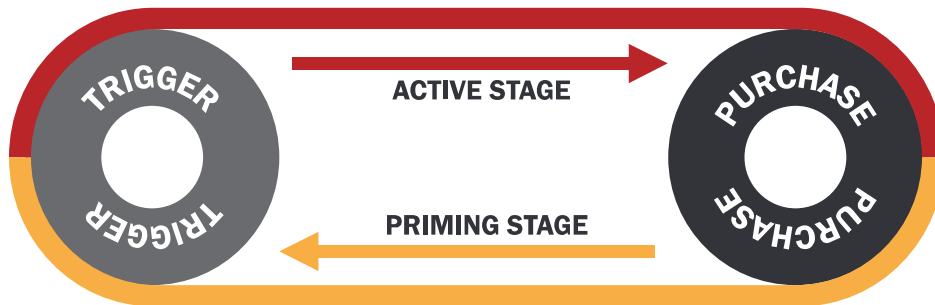
### Brand Meets Acquisition. Broadcast Meets Recommendation

Traditional acquisition activity does help the brand but OOH, Newspapers and Recommendation/Endorsement drives connections between brands and consumers

# CLOSING THE DESTINATION & AIRLINE DEAL IN ACTIVE STAGE

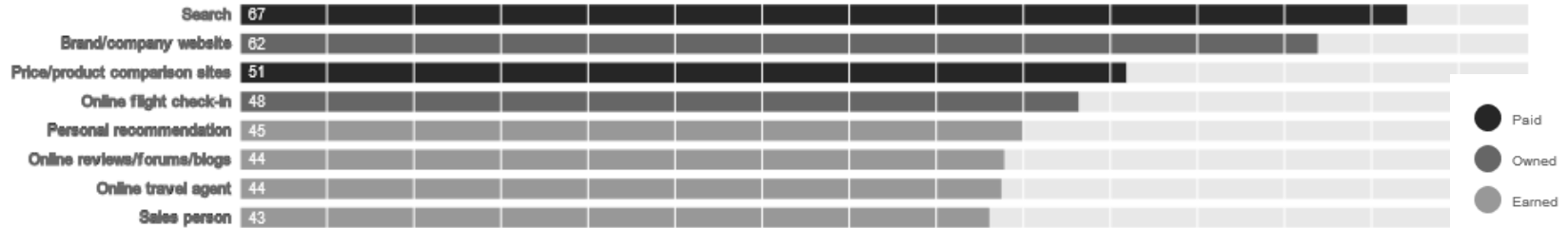
## Denver is Waiting

Drive urgency to go there – make Denver and United Airlines unmissable for 2018





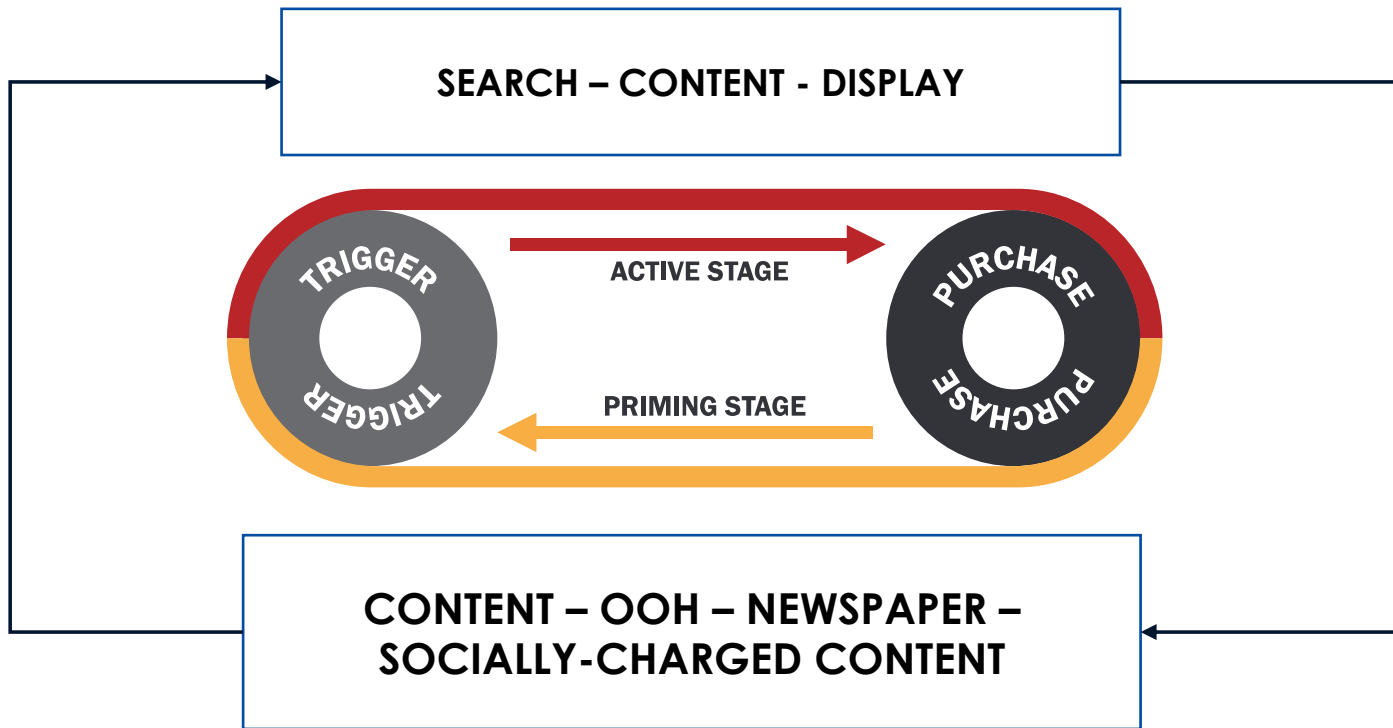
## IN THE ACTIVE STAGE, PERSONAL RECOMMENDATION, PAID SEARCH & COMPARISON SITES ARE KEY TOUCHPOINTS PRIOR TO BOOKING



### Sure of the “Where”, Closing into the “How”

Closing the gap between identifying the destination and becoming the airline is critical when decisions are made. Merge destination and airline. Merge brand to acquisition

# CHOOSING THE CHANNELS TO DELIVER



## THE UNITED STRATEGY

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Showcase and celebrate the unique combination of culture and beauty that Denver has to offer and how United Airlines is the only way to get there

- Create Priming Stage bias by combining broadcast and socially-charged content that recommends & endorses the Denver experience
- Close the deal in the Active Stage with Search, Display and Content that quickly turns desire into demand.

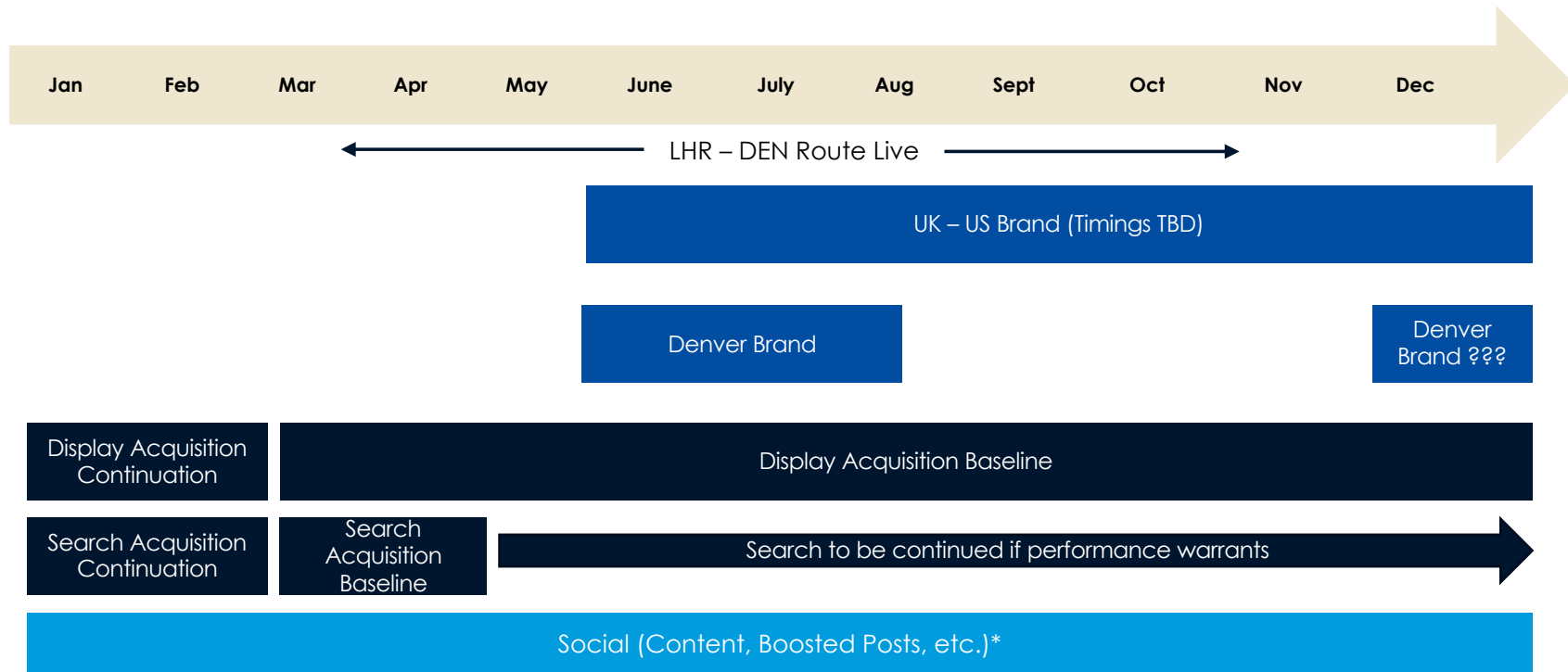




# 5. HOW WE BRING STRATEGY TO LIFE



# WHAT 2018 LOOKS LIKE



\*Managed by Wunderman and Social Code

# WE SENT RFP TO PARTNERS WE FELT COULD BRING DENVER TO LIFE

**Publishing Groups**



**HEARST**  
*magazines* UK

**National News**



**The Guardian**

**Travel/Adventure**



 NATIONAL  
GEOGRAPHIC

  
tripadvisor

**Special Interest / Others**



**TimeOut**

**lastminute.com**

**ESPN**

## ...AND HAVE SHORT-LISTED TWO GREAT POTENTIAL IDEAS

---

- Trusted, premium brands
- Brand halo for United
- Good coverage / profile of Millennial “Adventure Seeker” audience
- Impressive & consistent capabilities in content development
- Strong, compelling content ideas that will effectively achieve our objectives
- High quality site content & premium inventory with high viewability scores and shared space with other premium brands



## WHAT UNIFIES THESE IDEAS

---

- High profile media partners
- Delivers instant gravitas
- A powerful hook to draw viewers in
- Optimises earned media / PR potential
- Showcase interesting people doing extraordinary things
- Yet, dramatize Denver to make it shine as a destination for our Adventure Traveller audience
- United positioned as the airline to fly them there and facilitate their Denver experiences
- **Focused on the uniting of people in Denver, and the special moments those connections create**







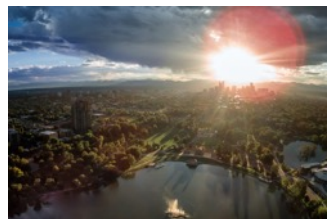
# NAT GEO – A DENVER ADVENTURE

---

Via a competition, select a budding UK photographer and send them to Denver to learn how to capture the city and its beautiful surroundings from an experienced NatGeo contributor

A series of three videos will be created, bringing Denver to life through the lens of photography

We'll see outdoor adventures and the glory of the mountains, as well as the cityscape and what it offers in terms of entertainment, dining and hidden gems



## WHY IT WORKS

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- For the Millennial audience, what a destination **looks like** is highly important
- And Millennials want to **experience** in new and unusual ways
- Highlighting Denver's charms via this perspective shows that not only is it a city where one can spend the days and nights **doing** amazing things, but that these can be shared with friends and family.



According to a [recent survey conducted by Schofields](#), more than 40% of those under 33 prioritize 'Instagrammability' when choosing their next holiday spot.

## NAT GEO EXPLORERS: SUGGESTED TALENT\*

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### CORY RICHARDS

A climber and visual storyteller, Colorado-native Cory Richards was named national geographic adventurer of the year in 2012. His camera has taken him from the controlled and complex studio to the wild and remote corners of the world, from the unclimbed peaks of Antarctica to the Himalaya of Nepal and Pakistan - all in an attempt to capture not only the soul of adventure and exploration but also the beauty inherent in our modern society.



### ALASTAIR HUMPHREYS

As well as expeditions such as cycling round the world, walking across India and rowing the Atlantic, Alastair Humphreys was named as a national geographic adventurer of the year for his pioneering work on the concept of microadventures, trying to encourage people to get outside, get out of their comfort zone, go somewhere they've never been. A microadventure is an adventure that is close to home, cheap, simple, short, and yet very effective.

# THE NATGEO AUDIENCE ALIGNS WITH OUR TARGET

## GLOBAL CITIZENS

**54%** interested in other cultures & countries

**57%** interested in international events

## EXPLORERS

**60%** like to explore the world around them

**68%** like to be surrounded by different people, cultures, ideas and lifestyles

## ADVENTUROUS

Our audience over indexes for participation in Winter Sports (index **254**)

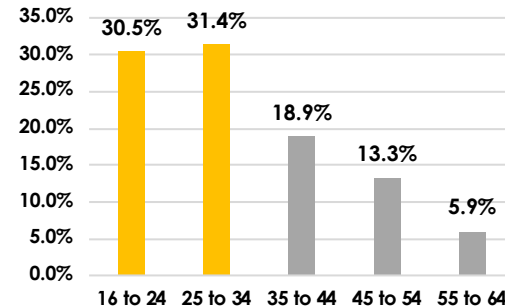
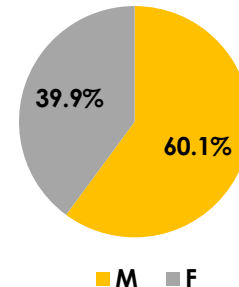
**77%** regularly like trying new foods from other countries

**80%** like to challenge & push themselves to be the best

## ENJOY TRAVEL

**50%** have a vacation abroad at least once every 6 months.

**92%** have posted opinions on Travel / Vacations online in the past month.



## NATGEO PROPOSAL

---

- Series of 3 videos (2-3 min), 10-15" social cut trailers, plus 30" pre-roll
- Videos hosted on NatGeo Sponsored Posts and NatGeo Travel Facebook page
- 250k co-branded traffic drivers, incl. HPTOs across NatGeo and amplification on Facebook
- 8.5m impressions on NatGeo, driving traffic to United.com Denver Hub

10m+  
Impressions

400k  
Video Views

\$400k

ESPN





## ESPN

---

As the owners of the X-Games brand, ESPN understands adventure like no other

ESPN will bring a UK celebrity to Denver, where they will meet an X-Games athlete and embark on a series of activities

Not only will we see some of the outdoor pursuits on offer, but will also showcase all the city has to offer as our pair relax after a long day

Content will live on ESPN's pages, but we have the option to amplify as part of a package with The Guardian

\* Talent cannot be confirmed until content partnership is signed off

### Suggested Talent\*



Bobby Brown



Josh Widdicombe



Sam Quek



## WHY IT WORKS

---

- ESPN knows Colorado and the types of activities that will appeal to an audience that indexes well against their core
- ESPN and X-Games are exciting brands and content produced will be high-quality and dynamic
- Pairing media-friendly personalities will result in highly watchable content that will engage and inspire the Adventure Seeker
- Video is key in engaging Millennials



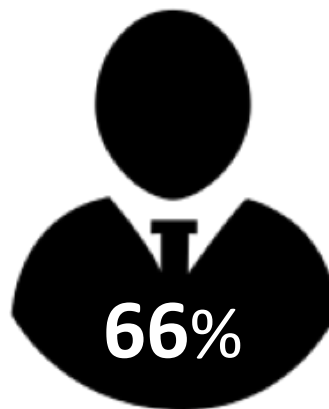
# ESPN Reaches 5.4m in the UK

ENGAGED



Higher average time per visit than any other competitor

AFFLUENT



ABC1 Audience

LOYAL



# TRAVEL ENTHUSIASTS

---

FREQUENT



**27% MORE LIKELY** TO HAVE  
FLOWN 5+ TIMES IN PAST 12  
MONTHS

RELEVANT



TO HAVE VISITED **USA/CANADA**  
IN THE PAST 12 MONTHS

ACTIVE



**22% MORE LIKELY**  
TO TRAVEL ABROAD FOR  
SPORTING PURPOSES

## ESPN PROPOSAL

---

- Series of 3 videos (3-4 min) and social/promo cuts (6" / 15" / 30" / 60")
- Production of HTML5 rich media display assets to support content
- Video amplification across ESPN, Disney Digital Network on Youtube and ESPN's social channels
- 5m impressions on ESPN, driving traffic to United.com Denver Hub



10m+  
Impressions

1.5m+  
Video Views\*

\$330k

## INCREASE REACH AND IMPACT BY PARTNERING WITH THE GUARDIAN

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This increases potential total reach in UK to **24m** UUs.

The Guardian will amplify video content on their site and produce new, related content, but with a more traditional “travel” perspective.

## AMPLIFY WITH THE GUARDIAN

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- 16 page bespoke Print supplement
- Print content repurposed online
- Content series based on the ESPN video themes
- Amplification of ESPN video content
- Co-branded traffic drivers
- Site and section takeovers
- Paid social



8m+  
Impressions

\$300k

## MILE HIGH - A BRAND NEW TRAVEL GUIDE

- Create a 16 page, "Paid For" travel guide in collaboration with the Guardian Labs that highlights the incredible travel experiences Denver, Colorado has to offer - from extreme adventures to chilling in hot springs, stunning sights to the coolest bars and restaurants, plus: modern city tours, unforgettable live music and more.
- Can incorporate interviews with stars of the video series
- Thought will be given to how United can be incorporated in a meaningful way. For instance, flight attendants could provide concierge-style tips on making the most of a time spent in Denver.
- The guide will be distributed with the Saturday Guardian (circulation: 230k), with the opportunity for additional guides to be distributed by United Airlines at airports / on flights, etc.





## MILE HIGH - EXAMPLE FEATURES

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### **Intro page: Colorado has it all**

A stunning photo and a short editor's letter about the fact that Colorado has it all – and you can see it all via Denver, the coolest US city you know nothing about.

### **Adventure awaits: rock climbing in Rocky Mountain National Park**

Colorado is full of stunning national parks, but Rocky Mountain (located just 65 miles northwest of Denver) is surely the best of all. We'll send an adventurous writer to the park for a day of climbing with an expert instructor, scaling one of its many climbing routes – such as Lumpy Ridge or the lower reaches of the fearsome winter climb Longs Peak. The piece will also make mention of the park's many other attractions – from hiking to wilderness survival. *Sidebar: Five more amazing adventures in Colorado (from white water rafting to dog-sledding, paragliding, x-sports and zipline tours)*

### **Denver cool: food, drink and downtown funk**

Denver is cool – but British people don't know it. This piece will make the case for the city as a mix of hipster hub and foodie paradise: showcasing the best craft breweries, coolest clubs and most unique restaurants in characterful areas such as ultra-hip LoDo (Lower Downtown) and RiNo – the River North Arts District. *Sidebar: The quirkiest places to visit in Denver (from hipster heaven Denver Zine Library to an 80s and 90s-nostalgia-fest at Fifty-Two-80s retro store)*

## WHY THIS WORKS

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- It widens the audience exposed to the content and does so with a brand that is highly respected
- The Guardian readers look for off-the-beaten-track style inspiration for their next holiday - where to go, where to stay and what to do – which this partnership will deliver
- Both brands will work to their strengths, but in a way that is highly integrated and complementary
- It ensures a strong presence in the priming stage





## 6. CAMPAIGN OVERVIEW



## PROVISIONAL BUDGET SPLIT

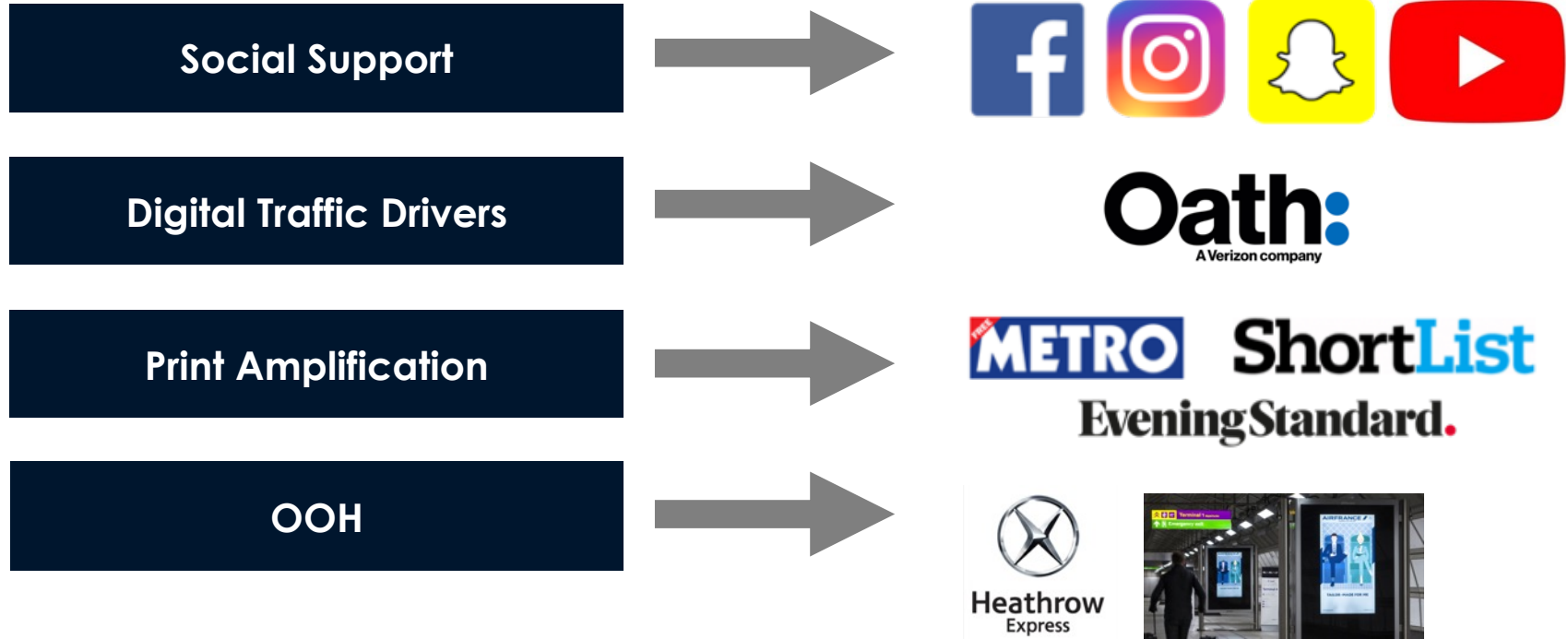
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Content Partnership	\$625 K	52%
Social Support*	\$175 K	15%
Digital Traffic Drivers to Denver Hub	\$100 K	8%
Print Amplification	\$100 K	8%
Out of Home	\$200 K	17%
USD \$1.2 M**		

\*Facebook, Instagram, Snapchat to be planned & activated by SocialCode; Youtube to be planned & activated by WM

\*\*Includes Working and Non-Working Costs

## PARTNERS UNDER CONSIDERATION



\*Partners not confirmed until final planning (pending approval of content partnership)

## POTENTIAL TO MATCH OOH FUNDS WITH TOURISM COLORADO

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- Opportunity to double our OOH investment via matched funding program with Tourism Colorado, as part of brand USA deal – up to \$500k maximum
- However, we are not recommending a partnership at this point, due to concerns about their **lack of transparency & quality of inventory** we'd get access to:
  1. Limited to JCDecaux digital inventory
    - Details of actual inventory being offered has still not been shared
  2. Lack of clarity as to what rates they are basing the value of their inventory on
  3. We will only receive distressed inventory, so will have little to no control over its quality, placement & pacing

You can't get more for less. You get what you pay for.

Barbara Mikulski





# 7. MEASURING SUCCESS



# SUMMARY OF THE 2018 UK DENVER BRIEF

## TIMING

April/May\* to July, 2018  
with possibility of reactivating in December

## BUDGET

\$1.2M  
exclusive of agency fees - with potential for additional \$500k (max) from Colorado Tourism

## CAMPAIGN KPI

Brand Familiarity – Increase awareness of the London to Denver route

Drive traffic to United Denver Hub

## CHANNELS FOR CONSIDERATION

Consider all channels

\*Campaign timing is dependent upon client approval of plan

## MEASURING SUCCESS

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### Brand Familiarity



- Content partnership will include a brand uplift study to measure familiarity and sentiment in exposed and unexposed audiences.
- Will also run a Youtube Brand Uplift study with the same questions as the Q4 2017 Brand video.

### Traffic to Denver Hub



- Pre final campaign planning, desired site traffic volume to be agreed.
- United to ensure on-site tracking is in place.



UNION STATION  
TRAVEL *by* TRAIN

UNION STATION

# 8. DISCUSSION & NEXT STEPS

PLATFORM

CRAWFORD  
HOTEL

## NEXT STEPS

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- United to confirm whether they are happy with proposed direction (and which partnership opportunity)
- If not, United to provide feedback to give additional direction to brief
- If yes, WM to provide a full media plan
- United to confirm Denver “hub” page and whether tracking is in place
- WM to provide creative specs
- WM to provide ATB, United to sign





# 9. APPENDIX

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## CONTENT EXAMPLES (TRAVEL)



DiscoverAmerica.com

### BRAND USA

CREATED 6 VIGNETTES, USING SPORTING TALENT, TO PROMOTE VARIOUS CITIES & STATES IN THE USA (INCLUDING THIS ONE FOR VAIL)

CONTENT LIVES ON VISITTHEUSA.CO.UK WHILE PRE-ROLL EDITS, SOCIAL CLIPS AND DISPLAY MEDIA RAN ACROSS ESPN TO PROMOTE IT.



<https://www.visittheusa.co.uk/experience/united-states-sports-mikaela-shiffrin-vail>

## CONTENT EXAMPLES (TRAVEL)

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### EMIRATES AIRLINE

CREATED A PART DOCU-SERIES FEATURING ATHLETES BASED IN THE UAE & THEIR PRIDE IN THE COUNTRY.

INTEGRATED EMIRATES BRAND, PRODUCT & MESSAGING INTO THE NARRATIVE OF THE CONTENT

CONTENT PUBLISHED ON ESPN, BUT ALSO LIVED ON EMIRATES.COM & VARIOUS SOCIAL & YOUTUBE CHANNELS



<https://www.youtube.com/watch?v=QEfsQbIXvFI>



## XGAMES BRAND

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X GAMES IS THE PINNACLE EVENT IN ACTION SPORTS. THIS IS WHERE ATTITUDE AND STYLE ARE EXPRESSED THROUGH SPORT, MUSIC, FILM, FASHION AND ART, WHERE CREATIVITY IS CURRENCY AND EVERYONE WANTS TO BE FIRST.

ESPN OWNED PROPERTY WITH HUGE FOLLOWING AMONG ACTION SPORTS FANS AND PARTICIPANTS.



FACEBOOK  
5.4M FOLLOWERS



INSTAGRAM  
2.1M+ FOLLOWERS

AFFINITY WITH COLORADO WITH 2017 & 2018 WINTER XGAMES HOSTED IN ASPEN.



# TIMEOUT



## THE MILE HIGH CITY LANDS IN LONDON'S SQUARE MILE

With the expert insight from our US editorial team, Time Out will reach out to cultural tastemakers from Denver to provide the food, drinks and entertainment\* for a series of five events in the famous Square Mile.

We will bring talent/ambassadors representing each of these verticals to cook, pour and play at Denver House on the night itself\*. For example, local Denver band The Railbenders (right) could perform a headline set!

- 1<sup>st</sup> Event: **Beer Tasting & Masterclass** (Monday 21<sup>st</sup> May)
- 2<sup>nd</sup> Event: **Musical Evening: Live Gig** (Tuesday 22<sup>nd</sup> May)
- 3<sup>rd</sup> Event: **Denver Supper Club** (Wednesday 23<sup>rd</sup> May)
- 4<sup>th</sup> Event: **Thrill Seekers VR Experience** (Thursday 24<sup>th</sup> May)
- 5<sup>th</sup> Event: **Denver House** (Friday 25<sup>th</sup> May)

\* Time out will manage all of the talent relationships, with UA supporting the project with flights for chefs, entertainers etc. As well as transit/logistics of products

