

## **Vayama Sweepstakes Contest:**

### **Official Rules**

#### **A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. Eligibility: The Ticket for Two from San Francisco to Taipei Sweepstakes ("The Sweepstakes") is open only to legal residents of the fifty (50) contiguous United States, the District of Columbia, and Canada who are at least twenty-one (21) years old at the time of entry. Employees of Travix and their affiliate Companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Travix Travel USA, Inc, dba Vayama.com, 99 Almaden Blvd. San Jose CA 95113, with the cooperation of China Airlines.

3. Timing: The Promotion begins on June 17, 2019 at 12:00 a.m. Pacific Time ("PT") and ends on June 30, 2019 at 11:59 P.M Pacific Time (the "Promotion Period"). Winner will be announced two weeks after the end of the campaign. Sponsor's computer (Travix Travel USA, Inc, dba [www.vayama.com](http://www.vayama.com)) is the official time keeping device for this Promotion.

4. How to Enter: Sign-up and follow the instructions to complete the registration. You will automatically receive one (1) entry into the Sweepstakes.

Limit: Each participant is eligible to receive up to one (1) Contest entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Vayama.com is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Airfare: Provided by China Airlines and Vayama.com. Only one booking for the winner and companion. Once your booking is confirmed, you will receive electronic travel documents. These travel documents establish your booking with China Airlines and allow you to travel. The 2 passengers must travel together at all times. It is the passenger's responsibility to check that all the information on the tickets is correct and to have all appropriate travel documents and visas. Once the tickets are issued, they are non-refundable, non-transferable and no modifications are permitted. At check in, passengers must provide electronic ticket documents and proof of ID with photo (Government issued passport) and all documents required for international travel. Preferred travel date and flight schedule will depend on China Airlines, discretion and availability. Winning tickets cannot be booked directly online.

5. Prize Drawing: Sponsor (or Sponsor's Agent) will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period. The potential winner will be notified by email or phone. The potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, he/she forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held after

which the prize will remain un-awarded.

6. Verification of Potential Winners: Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. If a potential winner of any prize cannot be contacted within the required time period (if applicable), or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that the potential Prize winner is disqualified for any reason, VAYAMA will award the Prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules.

7. Prize: One (1) GRAND PRIZE: Flight tickets for two (2) to Taipei (TPE). Airfare for two: Winner(s) will depart from San Francisco (SFO) with China Airlines in Economy Class. Approximate Retail Value ("ARV") of the Prize is USD \$2000.00 for tax purposes only. Actual value may vary based on availability. Winner will not receive the difference between actual and approximate retail value. Odds of winning the Sweepstakes Prizes depends upon the number of eligible entries received during the Promotion Period. Winner and guest are solely responsible for their own conduct while accepting the prize and agree to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize. Travel dates will be based upon seat, date, time of availability with China Airlines. All tickets will be issued within 60 days from the campaign end date and ticket is valid for 3 months from the date of issue -- extensions not permitted. Tickets are non-endorsable, non-transferable and cannot be exchanged or refunded for its money value. The free tickets are non-mileage accruable. Main Sponsor will not replace any lost coupon codes. For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Main Sponsor's sole discretion. Main Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for any changes and applicable fees after the ticket has been issued.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Vayama.com and their respective parent, subsidiary, and affiliate companies, suppliers, distributors, and advertising/promotion agencies, as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt, use, or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Promotion constitutes the winner's consent to Main Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Main Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Main Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes Contest or Main Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes Contest, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Main Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production,

technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Main Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Main Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. Entrant's Personal Information: Information collected from entrants is subject to the Main Sponsor's Privacy Policy.

14. Winners' List: Winner List request will only be accepted within sixty (60) days of expiration of the Sweepstakes Contest Period. For the winner list, send a stamped self-addressed envelope with a subject line – Attn: Marketing, "Winner's list request – Sweepstakes name" to: Travix Travel USA, Inc, dba Vayama.com, 99 Almaden Blvd. San Jose CA 95113. Vermont residents may omit return postage with Official Rules requests.