## **Swagatam Vacations Sweepstakes Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: SWAGATAM <u>VACATIONS.com</u> 2017 Sweepstakes Contest (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Main Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Timing:** The Promotion begins on January 01, 2017 at 12:01 a.m. Pacific Time ("PT") and ends on April 15, 2017 at 11:59 P.M Pacific Time (the "Promotion Period"). Winner will be announced on or after April 30, 2016. Administrator's computer is the official time keeping device for this Promotion.
- **3. How to Enter:** Participant needs to Visit our Sweepstake Page or the Travel Trade Show and enter their details. Participants will enter their First Name, Last Name, and Email address (for communication purposes only). Once you fill out the registration form and answered all the questions, in its entirety, and submit, you will automatically receive one (1) entry into the Sweepstakes Contest. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the contest.

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 the entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. SWAGATAM VACATIONS 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 SWAGATAM VACATIONS.com. Only one booking per ticket.

Once your booking is confirmed, you will receive electronic travel documents. These travel documents establish your booking with a Major International Airline and allow you to travel. This will cover all Airfare taxes. 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 / Passport with photo and all documents required for international travel.

**Hotel:** Provided by SWAGATAM <u>VACATIONS.com</u>. Only one booking per room. Once your booking is confirmed, you will receive electronic travel documents. These travel documents establish your booking with a Comfort Class Hotel and allow you to stay. This will cover all Hotel taxes. It is the passenger's responsibility to check that all the information on the reservation is correct and to have all appropriate travel documents and visas. Once the Hotel is booked are, they are non-refundable, non-transferable and no modifications are permitted. At check in, passengers must provide electronic ticket documents and proof of ID / Passport with photo and all documents required for international travel.

- **4. Contest Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes Contest: Administrator will select randomly select one (1) potential Prize Winner from all eligible entries on or around April 30th, 2017.
- 5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY MAIN SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. MAIN SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.
- **6. Verification of Potential Winners:** Potential winners must continue to comply with all terms and conditions of these Official Rules and winning are contingent upon fulfilling all requirements. Each potential winner will be notified by email. 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, SWAGATAM VACATIONS 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. Prizes: (A) Sweepstakes Prize: One Prize of: Airfare for TWO to (INDIA "TO ANY ONE OF THESE CITIES - DELHI / MUMBAI / BANGALORE / CHENNAI / HYDERABAD") - (FROM - "ANY ONE OF THESE CITIES - SAN FRANCISCO / LOS ANGELES / NEW YORK") AND 5 NIGHTS HOTEL STAY, provided by SWAGATAM VACATIONS.com (on a Major International Airline & Comfort Class Hotel). Approximate Retail Value ("ARV") of the Prize: USD \$4,000.00 total including taxes and fee. Actual value may vary based on availability. Odds of winning the Sweepstake Prize depends upon the number of eligible entries received during the Promotion Period. Winner is solely responsible for their own conduct while accepting the prize and agrees to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize. All TRAVEL RESERVATIONS must be requested by July 31, 2017 and travel completed by March 31, 2018. (BLACK OUT MONTHS - JUNE | JULY | AUGUST | DECEMBER). 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. TOTAL ARV OF ALL PRIZES IN THE SWEEPSTAKES CONTEST: USD \$4,000.00
- 8. Release: By receipt of any prize, winner agrees to release and hold harmless SWAGATAM <u>VACATIONS.com</u> and their respective parent, subsidiary, and affiliate companies <u>and agents, including but not limited to:</u> suppliers, distributors, and advertising, agencies, <u>or any other entity promoting the Promotion for the benefit of Swagatam</u>, 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 Promotion or receipt, use, or misuse of any prize.
- 9. Publicity: Except where prohibited, participation in the Promotion constitutes 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 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)

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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, un awarded, eligible prize claims.

- 12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, 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 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-ofpocket 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: To receive a list of the winners, send an email to: <a href="mailto:Sweepstakes@SwagatamVacations.com">Sweepstakes@SwagatamVacations.com</a> ATTN: Marketing, Travel Sweepstakes 2017, within sixty (60) days of expiration of the Sweepstakes Contest Period.
- 15. Main Sponsor: SWAGATAM VACATIONS.com (Swagatam Vacations)