

## CONTEST TERMS AND CONDITIONS

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### Welcome to “Himalaya Getaway-a” Contest

#### Official Rules

1. ELIGIBILITY: “Himalaya Getaway-a” Contest (the "Promotion") is open only to natural persons who are legal residents and physically located in one (1) of the forty-eight (48) contiguous United States (excluding Alaska and Hawaii) or the District of Columbia and who are eighteen (18) years of age or older as of the beginning of the Promotion Period (as defined below). The Promotion may only be entered in or from the contiguous 48 states or the District of Columbia. Entries originating from any other jurisdiction will be disqualified. Employees of CheapOair (“Sponsor”), and each of their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, directors, and officers, and each of their immediate family members and persons living in their same household (whether legally related or not), are not eligible to participate in the Promotion or win a prize.

2. HOW TO ENTER: No purchase is necessary to enter this Contest. Promotion begins on October 14<sup>th</sup>, 2013 on or about 12 p.m. Eastern Time ("ET") and ends on November 4<sup>th</sup> at 12:00 am ET (the “Promotion Period”). To enter the Promotion, you must complete the entry forms via Facebook on our Facebook page located at <http://www.Facebook.com/CheapOair>. The entry will be valid only if you provide along with your entry, a valid e-mail address where you may be contacted, your correct physical address, your full legal name and date of birth. You hereby consent that Sponsor may use the e-mail address associated with your Entry to inform you of our latest promotions and travel content. You can always opt-out using the “unsubscribe” information available in all our newsletters/promotional e-mails. Please don’t forget to “like” us on Facebook.

3. ELIGIBILITY: By choosing to enter the Promotion, each entrant agrees that the entrant of record is the natural person who is assigned the submitted e-mail address by the relevant internet Service provider, online access provider or other organization for the assignee’s e-mail address or the domain associated with the submitted e-mail address and Facebook account. Proof of Eligibility may be required by Sponsor in connection with any winning entry, including proof that the person is the registered account holder of the e-mail address and Facebook or Twitter account associated with the winning entry. Only eligible entries received in compliance with these Official Rules will be considered. For purposes of these Official Rules, "receipt" of a Facebook entry occurs when Sponsor’s servers record the entry information upon entrant’s clicking on the checkbox consenting to participate and accepting these Official Rules. Any automated computer receipt (such as a "thank you" message or one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor of an entry for purposes of these Official Rules. No automatic, programmed, robotic or similar means of entry are permitted and Sponsor reserves the right to disqualify any individual using such a method. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Failure to comply with these Official Rules may result in disqualification from the Promotion. The Site's database clock will be the official time keeper for this Promotion.

**BE SURE TO CAREFULLY READ THESE RULES BEFORE SUBMITTING YOUR CONTEST ENTRY AS YOU WILL BE BOUND BY THEM.**

4. PRIZES: Sponsor will offer to the lucky Winner **one voucher to be used towards the purchase of (2) economy class roundtrip tickets on Qatar Airways to Kathmandu, Nepal (\*) departing from NYC, ORD,**

**IAD, IAH U.S. gateways (\*).** Any difference between the estimated retail value and actual retail value of a prize will not be awarded to winners. The prizes must be accepted as awarded and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prizes, including, without limitation, to the prize's quality, merchantability or fitness for a particular purpose or express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. The prizes are not transferable or redeemable for cash or exchanged for any other goods. The stated estimated retail value of the prizes are based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. The winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. Unclaimed prizes will be forfeited. The vouchers will be valid a period of twelve (12) months from the date the Winner is selected. The vouchers are non-transferable and are not redeemable for cash. Flights must be booked at least 30 days in advance of travel. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's sole discretion. For the flight portion of the Prize, a Saturday night stay is required, the redemption of vouchers is subject to availability during black-out periods. The value of the ticket for which a voucher is used shall not exceed \$350. The vouchers may be redeemed only by contacting CheapOair at [asinger@fareportal.com](mailto:asinger@fareportal.com).

5. **SELECTION OF WINNER:** After the Contest End date on November 4<sup>th</sup>, 2013, a Winner shall be randomly selected from the eligible entries and published on CheapOair dedicated Facebook page.

6. **WINNER NOTIFICATION:** "Notification" is deemed to have occurred immediately after the Winner's identity is published on any of the CheapOair Facebook Pages. In order for a potential winner to claim their prize, the potential winner must e-mail us at [asinger@fareportal.com](mailto:asinger@fareportal.com) and include "**Himalaya Getaway-a**" phrase in the subject line and may be required to sign and return an Affidavit of Eligibility and Liability Release and a Publicity Release (where legal), and any other additional documents required by Sponsor (the "Required Documents") within ten (10) days of date of Notification. Failure to comply within this time period, or if prize notification or prize is returned as non-deliverable or not returned properly executed, or if winner is found to be ineligible, or not in compliance with these Official Rules, will result in the potential winner forfeiting the prize and being disqualified and an alternate potential winner being selected from among remaining eligible entries.

7. **GENERAL:** All federal, state, provincial and local laws and regulations apply. Void where prohibited by law. By entering the Promotion, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Entrants who do not comply with these Official Rules, or attempt to interfere with the Promotion in any way, shall be disqualified. Entrants and prize winners agree to release, defend, indemnify and hold harmless Sponsor, Facebook and their respective officers, employees, directors, parent and related companies, affiliates, subsidiaries, participating theatres, agencies and any other companies participating in the design, administration or fulfillment of the Promotion (collectively, "Released Parties") from liability of any kind or nature for any injuries, damages or losses of any kind or any other costs or expenses resulting from participation in this Promotion, or acceptance, possession or use, misuse or awarding of a prize or parts thereof, including, without limitation, any injury, damage death, loss or accident to person or property. Acceptance of a prize constitutes permission (except where prohibited by law or regulation) to use winner's name, likeness, biographical data and statements for advertising and publicity purposes without notice or additional compensation. The Released Parties are not responsible for any printing, typographical, mechanical, human or other errors in these Official Rules, in the administration of the Promotion, in the announcement of the prize winners, and/or in any advertising or other associated promotional materials in connection with the Promotion. Further, the Released Parties are not responsible for technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, dropped dial-up internet connections, interrupted broadband, cable, or wireless internet connections, cell phone dropped calls, unauthorized human intervention, traffic congestions, incomplete or

inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an entrant's ability to enter the Promotion, including any injury or damage to participant's or any other person's phone or other electronic computing or telephone equipment, or other matter relating to or resulting from participation in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should any virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Promotion and no compensation will be payable. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION. All personal information collected will be treated in a manner consistent with Sponsor's privacy policy, which is located at [www.CheapOair.com](http://www.CheapOair.com).

8. GOVERNING LAW / DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in New York County, New York in any action to enforce (or otherwise relating to) these Official Rules or relating to this Promotion.

BY ENTERING THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

9. WINNERS LIST: To obtain the names of the Winner, please contact [asinger@fareportal.com](mailto:asinger@fareportal.com) after November 5<sup>th</sup>, 2013.

10. SPONSOR: CheapOair.com – 135 W 50<sup>th</sup> Street, Ste. 500, New York, NY 10020

11. MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Required Documents will not affect the validity or

enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

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(\*) All vouchers may redeemed only by contacting CheapOair at [asinger@fareportal.com](mailto:asinger@fareportal.com) Monday through Friday from 10am to 5pm. Your vouchers will become null and void if sold, bartered or transferred in any way. All travel must be booked by September 1<sup>st</sup>, 2014 and completed by September 30, 2014. Checked and carry-on luggage fees cannot be redeemed against the voucher. All travel must be booked at least 30 days in advance of travel.

///END OFFICIAL RULES///