

## #NEXTTHAILANDINSIDER GIVEAWAY- TERMS & CONDITIONS

### NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

#### #NEXTTHAILANDINSIDER GIVEAWAY SUMMARY

The “#NextThailandInsider Giveaway” hosted by the Tourism Authority of Thailand (North America) is a user sweepstakes in which users can enter for free for the chance to win a trip to Thailand for one winner and their chosen guest. There is no purchase necessary to enter or win the sweepstakes. The “#NextThailandInsider Giveaway” will be referred to “Giveaway” or “Sweepstakes” in this document. The Tourism Authority of Thailand and its vendors and partners may be referred to as “Promoter” or “Sponsor” in this document.

**1. ELIGIBILITY:** The Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, all U.S. Territories and Possessions and all Overseas Military Installations) who are eighteen (18) years of age or older as of August 8, 2017, with access to the Internet at all times during the Giveaway Period (as defined below) and subsequent prize-award period (as defined below). All employees of the Promoter, the Sponsor, and of all associated agencies and their respective affiliates, sales representatives, distributors, licensees or agents (all of the foregoing, together with Promoter and Sponsor, collectively referred to as “Giveaway Entities”), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Giveaway. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Giveaway constitutes your full and unconditional acceptance of these Official Rules; if you do not accept them, you are not permitted to participate. The winner and guest must be in possession of valid US passport.

**2. GIVEAWAY PERIOD:** The Giveaway entry period begins at 12:01 a.m. Eastern Daylight Time (“EDT”) on August 8, 2017 and ends as of 11:59 p.m. EST on November 30, 2017 (the “Giveaway Period”). A winner will be selected at random.

**3. GIVEAWAY ENTRY INSTRUCTIONS:** You must complete the following steps to enter the Giveaway:

1. If you have traveled to Thailand in the past, upload an original photo or video to your personal Instagram account showing your favorite Thailand activity. You must own the rights to the content, and have permission from any people who appear in the photo or video for you to use it as your contest entry.
2. Include a short informational blurb in the caption about your favorite activity and what you love about Thailand.
3. Make sure your profile is public so we can see it.
4. Tag and follow @ThailandInsider.
5. Include #NextThailandInsider in the main caption.

Entries may not contain content that is obscene, lewd, defamatory, pornographic, hateful or discriminatory, violates these Official Rules or the terms and conditions imposed on users of Instagram, or violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false

light) or entity, or is otherwise objectionable. Any entry that, in Sponsor's sole determination, violates the terms and conditions set forth in this paragraph or any other part of the Official Rules may be disqualified and the entrant submitting the entry may be disqualified from any further participation in the Giveaway. By participating, all entrants agree to abide by these Official Giveaway Rules.

This Giveaway is not in any manner sponsored, endorsed, administered by or associated with Instagram.

**4. USE OF ENTRIES:** As a condition of entry into the Giveaway, except where prohibited by law, each entrant and Winner by accepting a prize grants to Sponsor their respective affiliates, legal representatives, assigns and licensees, an unrestricted right and license to publicize, broadcast, display and/or otherwise use all information submitted as part of the entry, including use the Giveaway entrant's name, city, state, biographical material, and any other material submitted as part of the entry (collectively, "Licensed Rights") in any form or media now known or hereafter devised throughout the world in perpetuity for marketing, advertising, and publicity purposes, without additional review, compensation, permission or approval of the entrant, Winner or other third party.

**5. SELECTION OF GIVEAWAY WINNER:** Sweepstakes submission will be open from August 8, 2017 until November 30, 2017. From there, all submissions will be checked for compliance of rules and the winner will be selected at random from the selection of valid entries. Winners will be notified by December 15, 2017 ("Prize Award Period").

Odds of winning will depend on the number of eligible entries received. Prize Winner will be notified private message on Instagram, within the drawing "Prize Award Period". If a Giveaway winner fails to respond to the prize notification within the specified two (3) business days the winner will irrevocably forfeit the prize and an alternate winner may be selected from the pool of eligible entries. In the event that a potential Prize Winner is disqualified for any reason, Promoter may, in Promoter's sole discretion, award the applicable Prize to an alternate potential Prize Winner selected at random from the remaining eligible entries. Any return of Prize notification or message as undeliverable will result in forfeiture of any Prize and an alternate potential Prize Winner may, at Promoter's discretion, be randomly selected from the remaining eligible entries.

To be declared a Winner, the selected entrant will be required to sign an Affidavit of Eligibility, Liability Release and Publicity Release (except where prohibited by law) confirming compliance with the Official Rules, acceptance of the prize as awarded, without substitution, granting rights in the Entry, and releasing the Giveaway Parties from any liability in connection with the prize before being granted his/her prize. Selected entrant's guest must also sign and return to a Liability Release and Publicity Release relating to use of the prize.

**6. PRIZES:** One (1) Grand Prize will be awarded. The Approximate Retail Value ("ARV") of the Grand Prize is no more than (\$5,000.00) (USD) in the form of a gift from the Sponsor. Prize/Prizes will not be replaced if lost or stolen, and is nontransferable. Prize/Prizes are not redeemable for cash and no substitutions are allowed. By participating in the

Giveaway, entrants waive the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

The Tourism Authority of Thailand will provide one (1) Grand Prize Winner with the following:

1. Two (2) Total Round Trip International Airfare (economy) for the winner and their chosen guest from the USA to Thailand
  - a. Airfare must be redeemed and booked before September 30, 2018. Blackout dates apply.
  - b. Tourism Authority of Thailand will only sponsor the airfare up to \$3,000 total + any associated taxes for the airfare ticket.
  - c. Airfare will be booked by the Tourism Authority of Thailand
  - d. Guest must be at least 18 years of age, or the Winner must be the parent or guardian of the individual under 18.
2. Accommodation at Katathani Phuket Beach Resort
  - a. One room for two people, for 5 days, 4 nights
  - b. Includes daily buffet breakfast for two

Blackout dates apply to flights and accommodations. Activities are subject to availability. TAT reserves the right to adjust the prize packages without notice.

All incidental costs and expenses associated with the prize that are not specifically referred to herein, including (without limitation) transportation to and from the airport and hotels, meals (other than the complimentary breakfast), beverages, gratuities, souvenirs, incidental and personal expenses, and other items of a personal nature are not included and are the sole responsibility of winner and his/her guest, as applicable.

By accepting the prizes, the winner and guest acknowledges that any official documents needed for travel (i.e. passport, visas, travel insurance, etc.) is solely up to the winner. The winner and guest also acknowledge and accept all risk of damages, injury or other loss incidental to any use of the prize, including associated travel and further acknowledge that none of the Giveaway Entities are responsible for any use or acceptance of the prize by the winner, the winner's guest or any third party, including but not limited to, any potential injuries, lost or stolen items, etc.

**7. GENERAL CONDITIONS AND RELEASES:** An entrant or winner may be disqualified from the Giveaway if he or she fails to comply with each provision of these Official Giveaway Rules, as determined in the sole discretion of the Sponsor. Participation in the Giveaway is at entrant's own risk. Sponsor and Giveaway Entities shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the sweepstakes entry form, 2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Giveaway, 4) any technical malfunctions of the telephone

network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes 6) unauthorized human intervention in any part of the entry process or the Giveaway.

By submitting an entry into this Giveaway, each entrant confirms his or her understanding of and compliance with these Official Rules. Each entrant, and his/her representatives, heirs, next of kin or assignees ("Entrant's Representatives"), hereby releases and holds the Giveaway Parties, and Instagram LLC harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from participation in the Giveaway, acceptance, possession, use or misuse of any prize, use of entrant's entry, any breach of the Official Rules, or in any prize-related travel or activity. The entrant and entrant's Representatives agree to fully indemnify the Giveaway Parties from any and all claims by third parties relating to the Giveaway, without limitation.

**8. LIMITATION OF LIABILITY:** Entrants and winner agree that none of the Giveaway Entities shall be liable for injury, loss or damage of any kind resulting from participating in this Giveaway or from the acceptance or use of any prize awarded, including but not limited to any future use of any winning entries. Sponsor reserves the right (but is not obligated) to verify eligibility qualifications of any winner.

**9. USE OF CONTEST INFORMATION:** All entries become the property of the Sponsor and TAT. Sponsor and TAT reserves the right to use any and all information related to the contest, including submissions provided by the contestants, for editorial, marketing and any other purpose, unless prohibited by law.

**10. CONDUCT:** All contest participants agree to be bound by these Official Rules. The Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be tampering with the entry process, the operation of its web site or is otherwise in violation of these rules. The Giveaway shall be governed by the laws of the State of New York, without regarding to its choice law principles. All Entrants hereby to the jurisdiction of the courts of the state of New York with respect any matter, issue or dispute arising under or in respect of these Official Rules and/or the Giveaway and agree that any such determination shall be brought solely and exclusively before such courts.

**11. WINNERS LIST:** The names of the winner may be obtained by sending a self-addressed stamped envelope to:

ATTN: Curate Directive  
Tourism Thailand Social Media Contests  
307 7<sup>th</sup> Ave, #1104  
New York, NY 10001