

# #SwipeRightToTravel Contest

## Official Rules

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

### I. Contest and Sponsor

Participation in the #SwipeRightToTravel Contest (the "Contest") constitutes Participant's full and unconditional agreement to these Official Rules. Participant is free to disclaim any prize and status as Participant (as defined below) and as a result will not be eligible to receive any prize. The Contest is sponsored by Tripoto Travel Pvt. Ltd., located at Narmada Apartments, Tower N6, Flat # 803, Vasant Kunj, New Delhi 110070. All decisions related to, as well as all interpretation of, these Official Rules by Sponsor shall be final and binding. This Contest is no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other social media website or medium not mentioned herein.

### II. Eligibility

The Contest is open to legal residents of India, 18 years of age or older at time of entry. Employees, officers, and directors of Sponsor, Tinder, Inc. ("Promotion Partner"), and their respective parent and affiliate companies and subsidiaries, and each such individual's immediate family (spouse or domestic partner, parents, siblings, children, and all of their respective spouses or domestic partners) and household members of each such individual are not eligible. Eligibility is contingent upon agreement to, and compliance with, these Official Rules and fulfilling all requirements in these Official Rules. Participation in the Contest in any way, including submission of any entry or the partial completion of any act of entry or any other steps taken to participate in the Contest in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules. The Contest Period starts at 12:00 IST on Tuesday, December 20, 2016 and ends at 12:00 IST on Monday February 13, 2017. Only entries submitted and received during the Contest Period will be accepted. Sponsor's computer will be the official timekeeper of this Contest.

### III. How to Enter

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. There is one method of entry. Any eligible participant entering this Contest through this method shall be a "Participant."

*Entry Method:* During the Contest Period, you will become a Participant and receive one entry by (i) creating a profile on Tripoto.com if you do not already have one, (ii) sharing a story about how you met someone (locals or fellow travelers) while traveling, or traveled with someone new you met, describing the experience about how you met, the journey and experiences and any other musings including pictures on <https://www.tripoto.com/trips/create> with your contact details, and (iii) sharing your submission on any of your own social media pages (Facebook, Instagram, Twitter, YouTube) using the hashtag #SwipeRightToTravel. Entries must not depict the logo or brand of any other company or contain any lewd, defamatory, obscene, or offensive or illegal conduct. Entries must not communicate a message inconsistent with the positive image and goodwill of Sponsor or Promotion Partner. Any Entry that is not compliant with these Official Rules will be deemed ineligible and may be deleted at the sole discretion of the Sponsor.

**By submitting any Entry related to this Contest, Participant grants Sponsor a non-exclusive, royalty-free license (with the right to sublicense) to use, download, copy, modify, publish, transmit, display, and distribute the Entry in any and all media or distribution methods (now known or later developed), including on any social media sites, whether modified or unmodified, in whole or in part and individually or as part of a compilation, with the license extending to all copyright rights, moral rights and all publicity rights in every jurisdiction worldwide.**

### IV. Conditions of Entry

By entering this Contest, all Participants agree to be bound by these Official Rules and the decisions of the Sponsor and its authorized representatives, which are final and binding in all matters concerning this Contest. Entries not legitimately obtained in accordance with these Official Rules are void. Only qualified entries received during the Contest Period will be eligible for participation. All entries become the property of Sponsor and will not be acknowledged or returned.

All requested information must be provided to Sponsor in order to redeem any Contest prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way; and entries with printing, production, or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of the Sponsor. Sponsor is not responsible if a potential winner does not receive his or her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during Contest. Proof of sent entry and/or entry receipt (such as a copy of a "thank you" screen or message) sent by Sponsor does not constitute proof of actual receipt of entry for purposes of this Contest.

Participation must be by the Participant. Participation by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial promotion, subscription notification, and/or entering service sites, will be declared invalid

and disqualified for this Contest. Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, and logins; entries through a sweepstakes club or similar entity; or any other unauthorized methods will void Participant's entries and Participant will be disqualified. Submitting mass entries or entries generated by an automated program, script, macro, or use of any other devices is prohibited and will result in disqualification.

In the event of a dispute as to the identity of Participant, the name on the Entry will be deemed the Entrant. If the identity of the individual who actually participated in the Contest cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor reserves the right in its sole discretion to disqualify any individual found to be in violation of these Official Rules. Sponsor further reserves the right to disqualify any individual found, in Sponsor's sole discretion, to be tampering with the entry process or the operation of the Contest (including, but not limited to, tampering with applicable websites), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

## V. Prizes

Actual prize may vary. No compensation or substitution will be provided for any difference in prize value. Prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable, or available for resale. Sponsor has made no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation, or guarantee related to any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor reserves the exclusive right to substitute a prize (or a component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined by Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are winner's sole responsibility. Prize specific terms and conditions apply.

### Prizes to be awarded:

**Sponsor will select two winners to receive the following prizes: One (1) Grand Prize, to consist of a trip for two to Bali, Indonesia, and one (1) Runner up prize, to consist of a trip for two to Sikkim, India. Each prize includes:**

- Roundtrip Airfare for two out of Delhi, Bombay, or Bangalore airports only (winners must arrange travel between their residence and these airports)
- 4 nights/ 5 days' hotel accommodation, breakfast included
- Airport transfers.
- Travel valid between March 1, 2017- April, 30 2017 only

The trips can be booked via a designated booking agent (introduced to winners after announcement). The trip can be booked for any four nights/ five days' period of the winners' choosing within the timeframe of March 1, 2017 and April 30, 2017. There needs to be a minimum of 15 days between date of booking and date of travel. Winner and guest must travel on the same itinerary, and winner's guest must be at least 18 years of age or older. Sponsor is not responsible for any lost baggage or tickets. If the winner is disqualified or not eligible, or if the winner is unwilling or unable to accept the prize as awarded, then Sponsor may select a new winner from the pool of eligible Participants.

## VI. Judging Criteria

Within a reasonably prompt time after the termination of the Contest Period, potential winners will be chosen by Sponsor based on the applicability of the Entry to the following criteria: originality (25%), presentation (25%), emotional impact (25%), and relevance (25%). In the event of a tie, the winning Entries will be selected based on originality of the Entry. The selection of prize winners is within the sole discretion of the Sponsor.

## VII. Winner Determination, Notification, and Eligibility Verification

All potential winners are subject to eligibility verification by Sponsor, whose decisions are final and binding. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

To be verified as eligible to receive a prize, each potential winner must continue to comply with all terms and conditions, fulfill all requirements of these Official Rules, and not be disqualified for any reason. Each potential winner will be notified by electronic mail (subject to Sponsor's sole discretion) after being selected as a potential winner. If a potential winner cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection; if any notification is returned as undeliverable or yields an error or undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if the potential winner fails to sign and return the Release (if applicable) or any other required documentation or fails to comply with these Official Rules; if any prize is returned as undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and an alternate may be chosen.

In the event that a potential winner is disqualified for any reason, the foregoing process will be repeated until each prize is awarded or until three (3) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility. If unable to verify eligibility, Sponsor will select any alternate potential winner within a reasonable time thereafter.

In any case, the final winner will be determined, and the prize will be awarded, within a reasonable time after the end of the Contest Period except as agreed between Sponsor and winner.

## **VIII. Odds Statement**

Odds of winning depend on number of eligible entries received.

## **IX. Indemnification and Limitations of Liability**

By entering this Contest or accepting any prize, each Participant agrees to release, discharge, indemnify, and hold harmless Sponsor, Promotion Partner, Facebook, Twitter, Instagram, and their parent and affiliate companies, subsidiaries, sales representatives, distributors, partners, dealers, wholesalers, retailers, vendors, suppliers, promotional agencies, contractors, advertising, and fulfillment, including each company's respective officers, directors, employees, and agents and their immediate families (spouse or domestic partner, parents, siblings, children, and all of their respective spouses or domestic partners) and household members of each such individual, and any and all other companies and individuals associated with this Contest (collectively, the "Released Parties") from and against any claim or cause of action related to this Contest. Possible claims or causes of action include, but are not limited to, infringement of any right of publicity or intellectual property; threatened or actual injury, loss, or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property, arising out of such Participant's participation in the Contest or the receipt or use or misuse of any prize. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.)

Participants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Participants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Contest; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error that may occur in the administration of the Contest, the processing of entries, or redeeming any prize; (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest; (6) the receipt, use, or misuse of any prize; and (7) any other errors in any materials, information, or announcements associated with the Contest. If for any reason a Participant's Entry is confirmed to have been erroneously voided or corrupted by Sponsor, Participant's sole remedy is another entry in the Contest, subject to availability and provided that Contest has not then expired.

## **X. Publicity**

Except where prohibited, participation in the Contest and/or receipt or use of any prize constitutes Participant's consent to Sponsor's use of his or her name, likenesses, photographs, voices, opinions, statements, biographical information, hometowns and states, and Entry for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

## **XI. Enforceability of Official Rules**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **XII. Suspension**

Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any error, mistake, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs Sponsor's ability to properly conduct the Contest, as determined by Sponsor in its sole discretion and subject to any law or regulation. In such event, Sponsor reserves the right, but not the obligation to award any applicable prize from the Entries submitted before the cancellation, suspension, or modification of the Contest.

## **XIII. Disputes**

Except where prohibited, Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Dallas County, Texas; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

#### **XIV. Privacy**

By entering this Contest and/or the acceptance or use of any prize, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of personal information submitted in connection with the Contest, including without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor's privacy policy and any state, federal, or national law. Sponsor's privacy policies can be found at <https://www.tripoto.com/privacy-policy>. Consult the aforementioned policy for information on how Sponsor collects and use user information.

#### **XV. Data**

Sponsor is not responsible if any communication, electronic or otherwise, is intercepted, misdirected, or not received for any reason. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, or defect; miscommunications or failed, jumbled, or scrambled computer, telephone, or cable transmissions; delay in operations or transmission; theft, destruction, unauthorized access to, or alterations of Contest materials; technical, network, telephone, electronic, computer, hardware, or software malfunctions or limitations of any kind; lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; inaccurate transmissions or failures to receive information on account of technical problems or traffic congestion on the Internet or at any website; or any combination thereof. Sponsor assumes no responsibility for any damage to a Participant's or any other individual's computer or wireless phone which occurs by accessing any Contest-related websites or otherwise participating or redeeming prizes related to this Contest.