

Travelzoo
"Travelzoo Thailand Best Bets Trip Prize Giveaway"
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The "Travelzoo Thailand Best Bets Trip Prize Giveaway" Contest (the "**Contest**") is governed by these official rules (the "**Official Rules**"). This Contest is organized, sponsored and administered by Travelzoo (Canada) Inc. ("**Travelzoo**"). The information you provide will be used for this Contest and is subject to the terms below and Travelzoo's privacy policy, <https://www.travelzoo.com/ca/privacy/>. By participating in the Contest, you acknowledge and agree to be bound by all of the terms and conditions stated herein.

1. ELIGIBILITY:

This Contest is open to all legal residents of Canada (excluding Quebec and where prohibited by law) who are over the age of 18 and have reached the age of majority in their province or territory of residence at the time of entry. Employees of Travelzoo, and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, as well as their immediate families regardless of where they live (spouse, child, sibling, parent or grandparent), and household members of such employees are not eligible to participate. Travelzoo reserves the right to verify eligibility qualifications of the winners.

2. SPONSOR:

Travelzoo (Canada) Inc. ("**Sponsor**")
Suite #2301, 250 Yonge Street, Toronto, ON, M5B 2L7

In partnership with Tourism Authority of Thailand (<https://www.tourismthailand.org/Home>)
Suite #620, 130 King Street West, Toronto, ON, M5X 2A2

And Goway Travel (<https://www.goway.com/>)
3284 Yonge St, Toronto, ON M4N 2L6

3. GIVEAWAY PERIOD:

The Contest begins on November 9th, 2020 at 9:00AM EST and ends December 25th, 2020 at 11:59 PM EST (the "**Contest Period**").

4. HOW TO ENTER:

To enter, entrants must fill out the entry form and follow all entry instructions to complete the entry form in its entirety and submit via the methods set out below. Entrants can gain multiple entries through four (4) entry methods.

Joining Travelzoo does not affect your chance of winning the prize. If the entrant agrees to sign up to receive emails from Travelzoo, the entrant must confirm their free membership by clicking on the link in the confirmation email. Upon becoming a Travelzoo member, an entrant can gain additional entries by referring others to enter the Contest using their unique link. Email membership is always free.

There are four (4) methods to enter:

1) Online (Travelzoo website)

Each Entrant must:

- Visit travelzoo.ca/win and follow all entry instructions to complete the entry form in its entirety and submit.
- Only entries received prior to the end of the Contest Period will be eligible to win a Prize.

2) Instagram

Each Entrant must:

- Visit the @travelzoocanada (<https://www.instagram.com/travelzoocanada/>) Instagram page and follow all entry instructions on the "Travelzoo Thailand Best Bets Trip Prize Giveaway" contest post, posted on November 10th, 2020 in its entirety.
- Each entrant must follow @travelzoocanada and @thailandinsidercanada on Instagram.
- Only entries received prior to the end of the Contest Period will be eligible to win a Prize.

3) Facebook

Each Entrant must:

- Visit the @TravelzooCA Facebook page (<https://www.facebook.com/TravelzooCA/>) and follow all entry instructions on the "Travelzoo Thailand Best Bets Trip Prize Giveaway" post, posted on November 10th, 2020 in its entirety.
- Each entrant must follow @TravelzooCA and @ThailandInsiderCanada.
- Only entries received prior to the end of the Contest Period will be eligible to win a Prize.

4) By Mail

Each Entrant must:

- Hand-print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it to Travelzoo "Travelzoo Thailand Prize Giveaway", 250 Yonge St., Suite 2301, PO Box 11, Toronto, ON, M5B 2L7. You will receive one (1) entry into the Promotion. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked and received by December 25th, 2020. All entries become the property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage due entries, which will be disqualified.

ENTRY GUIDELINES:

Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor, Tourism Authority of Thailand, and Goway Travel or any of its products or people or communicate messages inconsistent with the positive images and/or goodwill to which Sponsor, Tourism Authority of Thailand, and Goway Travel associates, in Sponsor's sole discretion.

Entries that are not in accordance with the guidelines as stated herein or are not received during the Contest Period will be ineligible, in Sponsor's sole discretion.

Limit: One (1) original entry per person per entry method regardless of whether entrant has more than one email address. All entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by the Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Sponsor) that any person has attempted to use (or attempt to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter the Contest other than as indicated herein or to otherwise participate in or disrupt this Contest, he/she may be disqualified from the Contest in the sole discretion of the Sponsor.

The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in their sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification of the entrant, in the sole discretion of the Sponsor.

All entries shall become the property of the Sponsor and none shall be returned.

5. PRIZE WINNER SELECTION AND WINNER ANNOUNCEMENT

All valid entries received within the Contest Period will be entered in the Contest. The winner will be determined in a random drawing by computer to be held on or about December 26th, 2020. The Prize (as defined below) is subject to the terms and conditions set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

The potential prize winner will also be required to correctly answer a skill-based test question within a limited time-period, to be administered via phone or email, to be eligible to receive his or her Prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the test question will result in disqualification of the potential winner and an alternate winner being selected.

The winner will be notified by email on or around December 26th, 2020. Two (2) attempts maximum will be made, and a response back to Sponsor must be received within forty-eight hours (48) hours of notification to confirm acceptance of the prize as well as the correct answer to the skill-testing question. The winners are subject to verification, including verification of age. The winners will also be required to complete, sign and return a Grand Prize Declaration and Release within seven (7) days of notification to claim the prize. If any of the winners cannot be contacted or fail to sign and return the Grand Price Declaration and Release within the required time period, winner forfeits the prize. Receiving the prize is contingent upon compliance with these Official Rules. If the potential winner is disqualified for any reason, an alternate will be selected from remaining eligible entries. Sponsor, Tourism Authority of Thailand, and Goway Travel shall be fully and completely released and discharged from liability or responsibility in this regard. The winner will be announced by Sponsor at a later date. The decisions of the random drawing shall be final in all respects.

6. PRIZES: There is one (1) prize (the “**Prize**”) available to be won during the Contest. The Prize will consist of a trip for two (2) to Thailand, including but not limited to economy roundtrip flights to Bangkok from Vancouver, Toronto or Montreal. Hotel accommodations for eleven (11) nights based on two (2) persons sharing one (1) room as follows: six (6) nights in Bangkok at the Siam Kempinski with daily breakfast, two (2) nights in Ayutthaya at Thann Wellness Destination with daily breakfast, and three (3) nights in Phuket with daily breakfast.

The Prize will also include round-trip economy class domestic flights for two (2) persons travelling together between Bangkok to Phuket and round-trip ground transportation between Bangkok and Ayutthaya. Airport transfers between Bangkok’s Suvarnabhumi Airport and selected Bangkok hotel and airport transfers between Phuket Airport and selected Phuket hotel are included. One half-day city sightseeing tour experience in Bangkok and full-day sightseeing tour experience in Phuket are included in the Prize.

The Prize is valid for departures from Vancouver, Toronto or Montreal. The total approximate value of the Prize shall not exceed \$8000 CAD; any difference between the actual value of the trip selected and the approximate value set forth herein will not be awarded. If the winner wishes to extend this trip and add additional hotel nights, activities/excursions, or other inclusions, this additional cost must be the responsibility of the winner and his/her travelling partner. The trip must be taken by December 15, 2021. The winner must make their booking request a minimum of six (6) weeks in advance of planned departure date. Dates are subject to availability at the time of booking. Airline and flight routing used is at the Tourism Authority of Thailand and Goway Travels’ discretion. Blackout dates of October 1-9, 2021 apply. The Prize is not good for resale or cash redemption. Name change and route change are not permitted after issuance of the Prize. All other expenses incurred while on the trip, are at the sole discretion of the contest winner. Winner agrees that Sponsor will not be responsible for payment of any expenses or other costs beyond those included within the Prize description. The Prize must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or convertible to cash. Prize winner is solely responsible for any required travel documents such as valid passport, medical & travel insurance, health entry requirements.

7. GENERAL CONDITIONS

Prizes are non-transferable, and no cash equivalent or substitution of Prize is offered, except at the sole discretion of Sponsor. If a Prize, or any portion thereof, cannot be awarded for any reason or if the winner is unable to travel due to declaration of pandemic or epidemic, interruption or delay of transportation, etc. or any other cause beyond the control of the Sponsor, the Tourism Authority of Thailand and Goway Travel reserves the right to delay the trip. Sponsor reserves the right, in its sole discretion, to either substitute the Prize with another Prize of equal value or a travel credit that is valid for one (1) year after the originally scheduled departure date. Prizes will be awarded only to residential addresses within Canada (except in the Province of Quebec). Participants or winners may be disqualified for any attempt to tamper with any aspect of the Contest, or these Official Rules. Sponsor reserves the right to remedy any such action, disruption, or circumvention in a manner, determined solely by Sponsor that is fair and equitable to Contest participants.

Sponsor reserves the right, in its sole discretion, to void, modify, terminate or suspend this Contest (or any portion thereof) should fraud or any unauthorized human intervention or other causes beyond the reasonable control of the Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest. By participating in this Contest, Entrants understand and agree to abide by these Official Rules which are final and binding and to the decisions of the Sponsor with respect to all aspects of the Contest, which are final; and to accept the Prize as awarded, with no substitution.

For Online Entries: Sponsor is not responsible for faulty, incorrect or mis-transcribed transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor, in its sole discretion. In the event of termination, a termination notice will be posted online, and Sponsor will select Contest winners from all eligible entries received up to the time of termination or modification, and Entries will be judged from among all eligible Contest entries received prior to termination. Any damage made to the Contest site will be the responsibility of the authorized email account holder of the email address submitted at the time of entry. Proof of submitting an entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, or programmed methods of participation/voting will void all such submissions/votes by such methods. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

In the event of a dispute regarding the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor, their affiliate companies, parents, subsidiaries, divisions, officers, directors, and agents are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any personal injury or property damages (including, but not limited to, any injury to a person's computer) or losses of any kind resulting from or arising from participating in the Contest.

The decisions of Sponsor and any independent judging organization are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contest any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winners from among all eligible entries received prior to withdrawal.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, CAN BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Toronto, Canada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of each Province and any applicable federal laws without giving effect to any choice of law or conflict of law rules (whether of each Province or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than such Province or federal laws. The remedy for any claim shall be limited to actual damages that consist of actual out of pocket costs not to exceed the prize value of \$8000 CAD, and, to the fullest extent permitted by law, in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

Privacy. Personal information collected from online entrants is subject to the terms of these Official Rules and Travelzoo's Privacy Policy, which can be found at <http://www.travelzoo.com/ca/privacy/>. Except where legally prohibited, participation in this Contest constitutes a winner's consent to the Sponsor and its affiliates to the use of his/her name, likeness, photograph, voice, image, opinions and biographical information for promotional purposes in any media (now known or hereafter discovered), worldwide, without additional compensation (payment or consideration).

Winner is responsible for all federal, provincial, and local taxes associated with winning a prize. If a prize notification or prize is returned as undeliverable, if selected winner does not return the Releases or respond by the provided deadline, cannot accept or receive the prize for any reason, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner. Upon disqualification or should winner choose not to accept the prize, no compensation will be given.

8. LIMITATIONS OF LIABILITY AND RELEASE

By participating in this Contest and/or by receiving the Prize, the winner agrees to release and hold harmless the Sponsor, Tourism Authority of Thailand, and Goway Travel and each of their respective parents, subsidiaries and affiliates and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "**Released Parties**") from and against any and all liability whatsoever; including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, damages, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) resulting from this Contest or with the announcement, acceptance, merchandise delivery, ownership, use or misuse of prize, and/or

other errors in these terms and conditions. The Released Parties are not responsible for; theft, destruction, loss or unauthorized human intervention in any part of the entry process or the Contest; any incomplete or inaccurate information that is entered by the entrant; technical or human error which may occur in the administration of the Contest or the processing of entries; technical failures of any kind, including, but not limited to malfunctions, interruptions, network disconnections in hardware or software; failure of an e-mail to be received by or from the Sponsor for any reason, including but not limited to traffic congestions on the internet or at any website or combination thereof or technical incompatibility; damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or technical, pictorial, typographical or editorial errors or omissions herein.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT SHALL SUCH EXCEED THE PRIZE VALUE OF \$8000 CAD. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSION.

Official Rules Request: To request a copy of the Official Rules, send a self-addressed, stamped envelope to: Travelzoo "Travelzoo Thailand Best Bets Trip Prize Giveaway" Contest Official Rules Request, 250 Yonge St., Suite 2301, PO Box 11, Toronto, ON, M5B 2L7.

Void in Quebec and where prohibited by law. The Sponsor reserves the right to cancel, terminate, modify or suspend the Contest for any reason, without any prior notice to any contestant.

This Contest is in no way sponsored, endorsed, or administered by, or in association with, Facebook.