

Terms and Conditions

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS BEFORE ENTERING CHEAPOAIR'S TRAVEL OF THE YEAR AWARD (THE "CONTEST"). BY SUBMITTING AN ENTRY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND WARRANT THAT YOU WILL COMPLY WITH ALL THE REQUIREMENTS SET FORTH HEREIN THROUGHOUT THE CONTEST.

I. Contest Description

The Contest begins July 23rd, 2012 at 10 a.m. (EST) and ends December 13th, 2012 at 10 a.m. (EST) ("Contest Period"). To participate in this Contest, CheapOair invites you to submit a video maximum three to five minutes in length, for consideration to be placed on the <http://contests.cheapoair.com/traveler-of-the-year-2012> website ("the Site") for public voting. Entries are accepted July 23rd, 2012 at 10 a.m. (EST) to August 19th, 2012 at 10 a.m. (EST) ("Entry Period"). To be eligible for consideration, each submitted video should address one of the following topics:

1. Give us a tour of your favorite city, landmarks, etc.
2. What do you do to travel the world for less?
3. Did you walk across America? Have a significant impact on a foreign culture? We would love to hear about it.
4. Are you an adventure seeker that travels to amazing destinations? Pump up our adrenaline with some exciting adventure footage. Just remember we want to know you as well.

("Entry Video")

Ten (10) Semifinalists will be chosen by CheapOair based on the relevancy of the video, challenges provided in the footage, cultural events described, the inventiveness, quality, and authenticity of the Entry Videos. The Semifinalists' submitted videos shall then be published on the Site for public voting starting with September 4th, 2012 at 10 a.m. (EST) until September 21st, 2012 at 5 p.m. (EST). CheapOair reserves the right to increase the number of accepted Semifinalists, at its own discretion, prior to September 4th, 2012.

Two (2) Finalists will be announced on September 24th at 6 p.m. (EST) based on the number of votes received. Each of the two Finalists shall then be provided the opportunity to travel to a destination chosen by CheapOair for a maximum of thirty (30) days starting with October 12th ("Travel Period"). For this purpose, CheapOair will provide the required airfare and an allowance of \$250/day to cover the hotel costs, meals and other travel related costs ("Allowance")

Prior to the Travel Period, and as a condition precedent for a Finalist to claim any prize, each Finalist shall sign and remit to CheapOair a release form as provided by CheapOair. During the Travel Period, the Finalists will be required to perform certain tasks and/or participate in certain challenges as will be determined by CheapOair, in its sole discretion, which may include without limitation skydiving, scuba diving, snorkeling, hang gliding, cliff jumping, mountain climbing, kayaking, zip lining, dune buggy racing("Required tasks").

At the end of the Travel Period, each Finalist will be required to present a 10 minute high quality video, highlighting the finalists experience during the Travel Period, that would include the following:

1. Specific events outline.
2. Tourist experience such as local history, local encounters, entertainment, tourist spots, travel and transportation.
3. Mixed in music.

("Travel Video") by November 19th , 2012 at 10 a.m. (EST) The Video will only published in the Site for public voting if approved by CheapOair. Depending on the number of votes, a Winner shall be announced on December 11th, 2012 at 5 p.m. (EST). If both Finalists have the same number of votes, the Winner shall be decided by CheapOair.

II. Eligibility

Entrants must be legal residents of the 50 United States (including the District of Columbia but excluding Puerto Rico and all other U.S. and foreign territories and possessions), and be twenty-one (21) years or older as of the date of entry.

To be eligible to participate in this Contest, in addition to submitting an Entry Video, each contestant must submit an entry form which may require you disclose personal information, such as name, e-mail, phone number, address, and comply with all the eligibility criteria set forth herein.

Contestants must have the legal right and any and all permissions necessary to submit the Entry Videos and shall grant all right to the Entry Videos to CheapOair. By participating in this Contest, you warrant and agree that you have all the rights necessary to enter and participate in this Contest and grant CheapOair all the rights described herein.

Employees of CheapOair and its affiliates, subsidiaries, distributors, retailers, advertisers, and other coordinating agencies participating in the execution of this contest and their immediate family members are not eligible to enter this contest. This contest is subject to all federal, state and local laws and regulations. By entering this contest, you agree to be bound by these Terms and Conditions and the decisions of CheapOair, which shall be final and binding.

III. Entries, Entry Videos and Travel Videos (“Contest Materials”)

During the Entry Period, upload your video on <http://contests.cheapoair.com/traveleroftheyear> and complete the registration form found at <http://traveleroftheyear.cheapoair.com/register.php>. There is a limit of one entry per contestant. There is no entry fee and no additional purchase is necessary.

All Contest Materials must be original and may not contain material that violates or infringes any third party’s rights, including without limitation intellectual property rights, privacy and/or publicity rights. The Entry Videos must be developed in high quality, and shall not contain any content that is obscene or indecent, and shall not include profanity, references to drugs or alcohol, or words or expressions that may be interpreted as offensive to individuals of specific race, religion, ethnicity, social orientation, or other content deemed inappropriate by CheapOair, at its sole discretion. In the event an Entry Video is deemed inappropriate, that Entry shall be ineligible.

By submitting a Contest Material, each contestant agrees to and irrevocably assigns and transfers to CheapOair any and all rights, title and interest, included but not limited to all copyright and any other intellectual property right throughout the world, that the Contestant has or may have in the Contest Materials provided to Cheapoair or prepared in connection with the Contest in any way, including, but not limited to the contestant’s name, voice, image, likeness, photograph, city and state of residence. Such Entry Videos or related materials shall not be returned. Cheapoair’s rights with regard to the Contest Materials include without limitation:

1. The exclusive rights to use, publish, display, edit, copy, images or videos in connection with its products, packaging, advertising or any other lawful purpose.
2. The exclusive rights to alter, change, or revise the Contest Materials.
3. The exclusive right to register any trademarks and copyrights in connection with any Content Material.
4. The exclusive rights to license, exploit, assign or transfer any Content Material as CheapOair sees fit.

Each contestant acknowledges and agrees that CheapOair shall have the right, but not the obligation, to publish, copy, reproduce, and otherwise commercially or non-commercially exploit the Content Materials throughout the universe and in perpetuity, in any manner, medium or by any channel now existing or developed hereafter, without any additional compensation or approval by the contestant or any other third party.

IV. Winner Selection

On September 4th, 2012, at least 10 semifinalists shall be announced by CheapOair and their Entry Videos will be made available by CheapOair for public voting on the Site. The Entry Videos will be made available for public voting until September 21st, at 5 p.m. (EST) (“Closing

Date”).

The two Contestants with the most number of votes for their Entry Videos at the Closing Date will be declared Finalists. If the two Finalists cannot be distinguished by the number of votes, then CheapOair will select them from the contestants with the most votes or, at Cheapoair’s discretion, extend the Closing Date until the Finalists can be distinguished.

The two Finalists are subject to verification of eligibility and compliance with these Terms and Conditions. If a Finalist is disqualified for any reason or cannot participate in the Final Round, he or she will be replaced by the follow-up contestant with the most number of votes, at CheapOair’s sole discretion.

Each of the two Finalists shall be awarded the opportunity to participate in the Final Round. In the Final Round, each Finalist will be provided the opportunity to travel to a foreign destination as determined by CheapOair and to stay at that destination for a maximum of 30 days. For this purpose, CheapOair will provide each finalist with a round-trip ticket to such destination, and with a daily Allowance, up to an aggregate maximum of \$7500 for the entire Travel Period. The Allowance shall be used primarily to pay for his or her stay at a hotel, for food and other travel related expenses.

Prior to accepting this opportunity and as a condition to further participate in the Contest, the contestants agree to sign a Release form, thereby releasing CheapOair of any and all liability in connection their further participation in contest or with the Travel Period.

The opportunity to further participate in this contest will be open to the two Finalists until October 9th, 2012 at 5.p.m. If a Finalist decides not to participate, he or she will be replaced with the follow-up contestant, which will be chosen in the same manner as the initial Finalists.

The Travel Period will begin on October 12th, 2012 and will last until the earlier of a Finalist’s disqualification or November 12th. The two finalists shall be responsible for obtaining all necessary passports and travel documentation necessary to reach the destinations chosen by CheapOair and communicated to the Finalists on or before October 9th, 2012. During the Travel Period, the Finalists will be required by CheapOair to perform certain tasks or participate in certain challenges. Failure to perform such tasks and participate in such challenges, or failure to provide adequate evidence, at Cheapoair’s discretion, of such performance and/or participation, may result in the Finalist being disqualified.

In case a Finalist is disqualified, Cheapoair will cease paying any Allowance to such Finalist for the remainder of the Travel Period. However, CheapOair will attempt to move the return date of such Finalist’s flight as close to his disqualification date as possible.

At the end of the Travel Period, each Finalist will be required to present a 10 minute high quality video highlighting the finalists experience during the Travel Period, that would include the following:

1. Specific events outline.
2. Tourist experience such as local history, local encounters, entertainment, tourist spots, travel and transportation.
3. Mixed in music.

("Travel Video") by November 19th, 2012 at 10 a.m. (EST). The Video will only be published in the Site for public voting if approved by CheapOair. Depending on the number of votes, a Winner shall be announced on December 11th, 2012 at 5 p.m. (EST). If both Finalists have the same number of votes, the Winner shall be decided by CheapOair.

If you are selected as the Winner, you will be notified by e-mail or phone call within 30 days after the end of the Contest Period. You will be sent via mail an Affidavit of Eligibility / Release of Liability/Publicity Release form within fourteen (14) days of your receipt of the notification, which you must execute and return as provided. Non-compliance with the return of the Affidavit of Eligibility/Release of Liability/Publicity Release form or your failure to confirm receipt of our notification within fourteen (14) days after the date such notification or Affidavit of Eligibility/Release of Liability form is sent to you may result in disqualification, and the Prize will be awarded to the other Finalist, if any.

V. Prize

The Winner shall receive the following prize ("Prize"): A credit of \$5000 towards any travel products that can be booked on CheapOair's website – CheapOair.com to be used until December 31st, 2013. The Prize shall not be transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind.

Winner shall be responsible for any and all expenses and applicable federal, state and local taxes associated with claiming or using the Prize. ALL FEDERAL, STATE AND LOCAL TAXES, AND ALL OTHER CHARGES, IF ANY, ARE THE WINNER'S SOLE RESPONSIBILITY.

YOU AGREE TO RELEASE CHEAPOAIR FROM ANY LIABILITY, INJURY OR LOSS OF ANY KIND, INCURRED IN CONNECTION WITH YOUR PARTICIPATION IN THIS CONTEST OR ACCEPTANCE OR USE OF ANY PRIZE. THE PRIZE IS AWARDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). ACCEPTANCE OR USE OF A PRIZE IS AT THE WINNER'S OWN RISK.

VI. Publicity

By entering the Contest, you grant to CheapOair the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), email address, voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing CheapOair and its products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), email address, biographical information, or entry. The rights granted under this paragraph shall extend to all Contest Materials related to the Contest.

VII. Release and limitation of liability.

By entering the Contest, you agree to release and hold harmless CheapOair from and against any claim or case of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of prize, including without limitation, any claims related to your performance of any tasks or participation in any events connected to the Contest.

CheapOair is not responsible for: (1) any incorrect or inaccurate information, whether caused by you, printing errors or by any of the equipment or programming associated with or used in the Contest, including any distribution channel utilized in connection to the Travel Period; (2) 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 Contest; (4) technical or human error which may occur in the administration of the Contest, 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, by your participation in the Contest or receipt or use or misuse of any prize.

VIII. Termination

CheapOair reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond CheapOair's reasonable control, including not receiving at least a number of 300 Entry Videos, impairs the integrity or proper functioning of the Contest, as determined by CheapOair in its sole discretion. CheapOair reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs,

tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole and absolute opinion of CheapOair, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, CheapOair reserves the right to cancel, terminate, modify or suspend the Contest, and any undistributed prize. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, CheapOair reserves the right to seek damages from any such person to the fullest extent permitted by law. CheapOair's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

IX. Disputes.

Except where prohibited, you agree 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 through arbitration in New York, by a Sole Arbitrator mutually agreed by the parties; (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; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket 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 Terms and Conditions, or your rights and obligations or those of Cheapoair in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules.