

## LIBERTY TRAVEL HOLIDAY OPEN HOUSE SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**PROMOTION DESCRIPTION:** Liberty Travel Holiday Open House Sweepstakes (the "Sweepstakes") begins on or about 9:00:00 AM EST December 15, 2018 and ends at 6:00:00 PM EST December 15, 2018 (the "Promotion Period"). During the Promotion Period each individual entrant can register in the Sweepstakes by visiting any Liberty Travel retail location and using their smartphone to scan the QR box located on the Liberty Travel Holiday Open House handout or by visiting <https://LibertyTravel.com/HOH2018> ("Entry Form"). On December 18, 2018, one (1) potential winner will be selected from the eligible Entries received as more fully set forth below. If the potential winner fulfills all the requirements set out below, one (1) Prize Winner will be selected. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Flight Centre Travel Group (USA) Inc dba Liberty Travel at 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 ("Sponsor") which shall be final and binding in all respects. By submitting the information, the entrants agree to be bound by these Official Rules. A list of Liberty Travel retail locations may be found at <https://stores.libertytravel.com>.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and its parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the "Promotion Entities"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited or restricted by law, and is subject to all federal, state, and local laws and regulations. By submitting an Entry form, entrants agree to abide by these Official Rules and all applicable federal, state and local laws and regulations that govern promotions. Any reference to Sponsor in these official rules shall incorporate by reference the Promotion Entities.

**HOW TO ENTER:** To enter, visit any Liberty Travel retail location, complete the Entry Form by using your smartphone to scan the QR Box on the Liberty Travel Holiday Open House handout or visit <https://LibertyTravel.com/HOH2018>. Any Entry Form that, in Sponsor's good faith judgment, violates the Official Rules will be disqualified. Entry Forms must be received by the end of the Promotion Period. Limit one (1) Entry Form per person. No substitutions of new versions of Entry Forms will be accepted under any circumstances once the original Entry Form is submitted for consideration. Any Entry Form that is considered by Sponsor in its sole and absolute discretion to be in violation of the Official Rules will be disqualified and will not be eligible for entry.

All requested information on the Entry Form must be completed to enter and to be eligible to win. All personally identifiable information collected in connection with the Sweepstakes will be used by Sponsor in accordance with its online privacy policy, located at <https://www.libertytravel.com>. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entry Forms will not be returned or acknowledged. Proof of submission is not considered proof of delivery to or receipt by Sponsor of such entry. Furthermore, Sponsor shall have no liability for any Entry Form that is lost, intercepted or not received by the Sponsor. Sponsor may engage a third party platform or application provider (for ease of reference, a "Third Party Application Provider") to administer certain aspects of the Sweepstakes, including without limitation, the online collection of entry information. Such Third Party Application Provider will provide your personally identifiable information to Sponsor, who will use such information in accordance with its privacy policy as set forth above. Third Party Application Providers may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

**WINNER SELECTION AND NOTIFICATION:** On December 18, 2018 , the Sponsor shall select one (1) potential winner (the "Potential Winner") from all eligible entry Forms received during the Promotion Period. The Sponsor's decisions are final and binding in all matters relating to this Sweepstakes.

After the Potential Winner is selected, they shall be contacted by phone through the details on their Entry Form or via the Third Party Application Providers. The Potential Winner must respond within 48 hours of the notification attempt. If the Potential Winner cannot be contacted, does not respond within 48 hours from the time the Sponsor first tries to notify Potential Winner, and/or if the prize notification is returned as undeliverable, such Potential Winner will forfeit all rights to win the Sweepstakes or receive the Prize. If so, an alternate Potential Winner may be selected at the Sponsor's discretion. If the Potential Winner responds in a timely and proper manner, the Potential Winner may be asked to sign and properly execute the following documents and return them via email or facsimile (and subsequently by mail or email per instructions to be provided) to Sponsor or its affiliated companies within seven (7) days of notification: (1) an Affidavit/Declaration of Eligibility and Liability Waiver; (2) IRS W9 Tax Form; (3) Potential Winner Copyright Transfer Agreement/Photo Release (collectively, "Prize Claim Documents"). If any Prize Claim Documents sent by any means are returned as undeliverable or if a contacted Potential Winner fails to properly execute and return all documents described herein in the time noted, or if a Potential Winner is found not to be eligible or not in compliance with these Official Rules, the Potential Winner and associated Entry Form will not be considered and no prize will be issued to the Potential Winner. If the Potential Winner fulfills all the requirements listed in these Official Rules in a timely manner, the Potential Winner shall be deemed a "Prize Winner" and be awarded any Prize that he or she may be eligible for.

In the event that a Potential Winner of the Prize is disqualified for any reason, Sponsor will award the applicable Prize to an alternate winner by choosing from among all remaining eligible entries. There will be three (3) alternate drawings after which the Prize will remain un-awarded.

The Prize Winner will be announced on the Website by December 31, 2018 and notified by telephone using the contact information provided at the time of entry. Sponsor shall have no liability for any Prize Winner notification that is lost, intercepted or not received by the potential Prize Winner for any reason. If a potential Prize Winner does not respond within the time required by Sponsor, or if the notification is returned as unclaimed or undeliverable to any potential Prize Winner, such potential Prize Winner will forfeit his or her potential prize and an alternate Prize Winner may be selected.

**ODDS:** The odds of winning depend on the number of eligible entries received.

**PRIZES:** "Prize": One (1) Liberty Travel travel voucher ("Voucher") in the amount of five thousand 00/100 dollars (\$5,000.00) The Voucher is non-transferable and holds no cash value (except in those states that require redemption for cash). The Voucher may only be redeemed at any Liberty Travel retail store location (not at a Liberty Travel kiosk) in conjunction with the booking of future travel. Travel must be completed by December 31, 2019. Peak times of travel and holidays may not always be available. Any unused amount will remain on the voucher and can be used for future purchases of travel up through the travel deadline date of December 31, 2019. If lost or stolen, proper identification will be required in order to reissue a replacement Voucher. Other conditions may apply when using the Voucher for travel services.

**GENERAL PRIZE CONDITIONS:** The Sponsor decisions are final and binding in all matters relating to this Sweepstakes, including interpretation and application of these Official Rules, without prejudice of any claim that could be filed before the court. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) cannot be substituted and are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each Prize Winner shall be solely responsible for all federal, state and/or

local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GRANT OF RIGHTS:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Sweepstakes and providing your information, entrants understand and agree that Sponsor, anyone acting on behalf of Sponsor and/or the Promotional Entities, and their respective successors, assigns and licensees, shall have the irrevocable right, where permitted by law, to print, publish, broadcast distribute, and use in any media now known or hereafter developed, in perpetuity and through the world, without limitation, your entry, name, email address, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations and promotional purposes without any further compensation, notice, review, or consent, on or in connection with the Website or the Sweepstakes or other promotions, and hereby release the Promotion entities from any liability with respect thereto. Without limiting the foregoing, the Prize Winner agrees that his/her details may be used in post-event publicity including blogging on the Sponsor's preferred blogging system before, during and/or after the Promotion Period.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, including without limitation the redemption of the Voucher for travel related services provided by third party vendors; and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or

Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the Prize Winner from all eligible, non-suspect Entry Forms received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** The Sponsor and/or the Promotional Entities will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Prize except for any liability, which cannot be excluded by law (in which case such liability is limited to the maximum extent allowable by law). The Sponsor and/or the Promotional Entities will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with the Sweepstakes or trip if the deficiency is occasioned by any cause outside the reasonable control of the Sponsor and or the Promotional Entities including without limitation technical malfunctions or failures. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Entry Form to Sponsor for purposes of the Sweepstakes does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Entry Form. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry Form. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Entry Form or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry Form or any materials or content created by the Prize Winner during his or her trip (the "Materials"), or to otherwise exploit any Entry Form or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Entry Form or Materials for any reason, with or without legal justification or excuse, and Sweepstakes entrants shall not be entitled to any damages or other relief by reason thereof.

**DATES & DEADLINES/ANTICIPATED NUMBER OF SWEEPSTAKES ENTRANTS:** Because of the unique nature and scope of the Sweepstakes, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise

governing the Sweepstakes. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes.

**FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, releases from third parties appearing in the Entry Form, or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: Flight Centre Travel Group (USA) Inc dba Liberty Travel Attn: Legal Counsel at 5 Paragon Drive, Montvale New Jersey 07645. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Website during the Promotion Period. In addition, if you have any Sweepstakes related questions, please e-mail: [retailmarketing@libertytravel.com](mailto:retailmarketing@libertytravel.com) .